

AGENDA

*Regular Council Meeting
City Council Chambers*

*October 23, 2012
7:00 p.m.*

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- | | | |
|----|---------------------------|------------|
| a. | City Council Meeting | 10/09/2012 |
| b. | Finance Committee Meeting | 10/10/2012 |
| c. | Special Council Meeting | 10/15/2012 |
| d. | Finance Committee Meeting | 10/17/2012 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS& PUBLIC COMMENT

4. PROCLAMATIONS

5. STAFF REPORTS

Dawn Colton, Grant Administrator: Update on Riverside Restroom Project

6. CITY COUNCIL COMMENTS

7. MAYOR COMMENTS

“Map Your Neighborhood”

8. PUBLIC HEARINGS

9. OLD BUSINESS

- a. **RESOLUTION NO. 3550:** A Resolution Establishing Wages And Salaries For City Employees For Fiscal Year 2012-2013
- b. **RESOLUTION NO. 3551:** A Resolution Approving The Work Plan And Budget For Fiscal Year 2012-2013 For Business Improvement District No. 101
- c. **RESOLUTION NO. 3552:** A Resolution Levying An Assessment For Fiscal Year 2012-2013 Upon All Property In Business Improvement District No. 101 And Determining The Method Of Such Assessment.
- d. **RESOLUTION NO. 3553:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 To Appropriate Unappropriated Cash Balances From The Capital Improvement Fund No. 4000 For The Purchase Of A Prisoner Transport Van

- e. **RESOLUTION NO. 3556:** A Resolution Authorizing The Assignment From Bullis-Graves Memorial Chapel/Eastern Montana Cremation Service To Big Sky Cremation Services, L.L.C. Upon Lots 4 And 5 Of Tract E Of The Industrial Site Owned By The City Of Miles City, Montana;

10. **BID AWARD**

BID OPENING

City of Miles City Surplus Property

11. **NEW BUSINESS**

- a. **RESOLUTION NO. 3558:** A Resolution Approving An Agreement With The State Of Montana Department Of Environmental Quality (Deq) For The City Of Miles City To Review Certain Water Supply, Wastewater, Solid Waste And Stormwater Systems In Subdivisions And Providing For Reimbursement To The City For Such Services.
- b. **RESOLUTION NO. 3559:** A Resolution Authorizing An Ambulance Billing Services Agreement Between The City Of Miles City And Montana Emergency Health Care Consultants, Inc., A Montana Corporation, Doing Business As Solestone Reimbursement Services.
- c. **RESOLUTION NO. 3560:** A Resolution Authorizing An Amendment To The Agreement With DOWL LLC, An Alaskan Limited Liability Company, Doing Business As DOWL HKM, For Engineering Services For The Riverside Park Path Project.

12. **APPOINTMENTS**

13. **ADJOURNMENT**

Public comment on any public matter that is not on the agenda of this meeting can be presented under ARequest 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.

REGULAR COUNCIL MEETING

**October 9, 2012
7:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, October 9, 2012, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor C. A. Grenz called the meeting to order. Council members present were Dwayne Andrews, Roxanna Brush, John Hollowell, Mark Ahner, Jerry Partridge, John Uden, Bill Melnik and Sue Galbraith.

Also present were Assistant City Attorney Erica Griffith, Fire Chief Dale Berg, City Planner Dianna Broadie, Grant Administrator Dawn Colton, Public Utilities Director Al Kelm and Council Recorder City Clerk Becky Stanton.

PLEDGE OF ALLEGIANCE

Mayor Grenz led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

Regular Council Minutes – 9/25/2012

- ** *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of September 25, 2012, seconded by Councilperson Brush. The motion then passed unanimously, 8-0.*

Flood Control Committee Meeting – 9/27/12

- ** *Councilperson Hollowell moved to approve the minutes of the Flood Control Committee Meeting of September 27, 2012, seconded by Councilperson Andrews. The motion then passed unanimously, 8-0.*

SCHEDULE MEETINGS

Human Resource Meeting: Thursday, November 29, at 5:00p.m.
Finance Committee Meeting: Wednesday, October 10, at 12:00p.m.

REQUEST OF CITIZENS & PUBLIC COMMENT

Steve Kransky, 1517 Pleasant thanked the Miles City Fire Department for saving his apartment building last night.

PROCLAMATIONS

-None

STAFF REPORTS

DAWN COLTON, Grant Administrator – Update on Riverside Restroom Project: Administrator Colton explained the contract has been reviewed by City Attorney Huss. The Finance Committee will review the bid and she requested a Special Council meeting to approve the bid in order for work to start on this project. On April 5, 2012, there was a Public Meeting held for the Phase II of the Waste Water Plant upgrades. A part of the financing for this project comes from USDA-RD (United States Department of Agriculture – Rural Development) and they require a public notice specifically mentioning USDA-RD. The noticing for the April meeting did not do that. Administrator Colton therefore published another legal notice asking for additional public comment on September 28, 2012 with the comments due October 9, 2012. There were no written comments received and she asked the audience if they had any comments. They did not.

AL KELM, Public Utilities Director

Update on Fire Door – Fire Marshall Gary Smith will not allow the fire door in the currently suggested location. The City is still obtaining quotes for smoke detectors, pole stations, sirens and light beacons in the building.
Strevell Street Project – There has not been any work done on this project

The donations of approximately \$10,000 for the dugouts for Jaycee field have been made by the Milestown Community Improvement Inc. (MCII). All labor was donated by the Matt Ronning, Kelly Dodd and MCII members. They would like Mayor Grenz to accept the dugouts on behalf of the City.

CITY COUNCIL COMMENTS

Councilperson Ahner – Every year about now the City places an informational article in the paper requesting citizens to not rake their leaves into the street. Director Kelm stated that action is constituted as a Public Nuisance.

Councilperson Uden – won't be present at the next Council meeting. He asked the Council to excuse him for more than 10 days starting October 22nd.

** *Councilperson Brush moved to approve Councilperson Uden's absence, seconded by Councilperson Melnik. The motion then passed.*

Councilperson Andrews – would like to be excused for more than 10 days starting October 30th.

** *Councilperson Uden moved to approve Councilperson Andrew's absence, seconded by Councilperson Brush. The motion then passed.*

Councilperson Brush – pushing snow into the street is also a problem and citizens are not allowed to do that.

Councilperson Hollowell – asked the Mayor where the City was on the interviews for hiring a Public Works Director. Mayor Grenz responded that they had interviewed the in-house candidates and he said he just did not have the expertise to make that judgment. He said that Director Kelm felt it would be good to advertise for external candidates. Director Kelm said that the position would be advertised externally tomorrow. Councilperson Hollowell asked the Mayor if he felt the two candidates were not qualified. The Mayor stated that he did not feel he had the qualifications to judge them.

Councilperson Hollowell asked what his reason for going to the outside was, and Mayor Grenz stated to see if the City could find a candidate with a little more experience. Of the internal candidates, one had quite a bit of experience and the other had quite a bit of education and not much experience. Neither one of them met the criteria of the interview questions. Director Kelm noted that neither of the internal candidates met the qualifications of the job description. Each one of the candidates had one of the criteria but neither of them had both criteria. They felt it best to advertise externally to attempt to find a candidate with both experience and education. Councilperson Hollowell noted that being on the Human Resource Committee; he recalls that being an engineer or being a Public Works Director with five years' experience qualified a candidate. Director Kelm offered to get the Job Description to read it to Councilperson Hollowell since he was getting into specifics. Director Kelm wanted to read it word for word to him since one of the candidates was Councilperson Hollowell's sister. Councilperson Hollowell said that is why he knew the qualifications and he also knew Mr. Gray's qualifications.

Director Kelm left the meeting to obtain the job description but he came back without it. All the interview information has been given to the Human Resource Officer. He recalled that the candidate needed a Bachelor's Degree and five years of Public Works supervisory experience. Councilperson Hollowell stated that is not how he remembered the Human Resources Committee recommending it. He remembered that there was a fear of an engineer receiving preference over a Public Works person who had experience. He said experience was never demanded of the Engineer but just needed a four year degree. He said that it is the Mayor's appointment but he cautioned on how they were handling this matter.

MAYOR COMMENTS

A lady had brought him information for a Mapping Your Neighborhood for Emergency Preparedness Disaster session set at Miles Community College on Thursday, November 8th at 7:00pm. It aids in getting neighborhoods organized during a disaster.

The Armory appraisal value is \$433,000. He felt this was pretty high and he wanted to know if the Council wanted him to call her to let her know that the City was no longer interested. The City may make an offer on the Courthouse steps. He asked if that would be okay with everyone here and no one opposed it. Councilperson Uden said that it would be prudent to have the Finance Committee determine what the City would be willing to pay based on its financial position at the time.

Councilperson Brush wants to update the City's growth policy.

He also wanted the Clerk's office to fill the position in the Water Department's office. City Clerk Stanton stated that is budgeted to be filled January 1, 2013. The Mayor said that the full-time Deputy would be filled at the same time so he would like to get the Water Clerk position filled first. City Clerk Stanton said that the full-time Deputy Clerk's job description is waiting to be reviewed by the Human Resources Committee. Her office had updated that job description as soon as the budget was adopted.

PUBLIC HEARINGS

RESOLUTION NO. 3551: A Resolution Approving the Work Plan and Budget for FY 2012-2013 for Tourism Business Improvement District No.101

Chamber President John Laney explained how the Tourism Business Improvement District worked and the events that they have helped bring to Miles City.

** *Mayor Grenz then called for comments from proponents three times, then from opponents three times. Hearing none, the hearing was closed.*

RESOLUTION NO. 3553: A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 To Appropriate Unappropriated Cash Balances From The Capital Improvement Fund No. 4000 For The Purchase Of A Prisoner Transport Van

Councilperson Uden explained that the City was purchasing the van to transport prisoners, and the County would pay for the expenses to operate it and will also transport the prisoners.

** *Mayor Grenz then called for comments from proponents three times, then from opponents three times. Hearing none, the hearing was closed.*

OLD BUSINESS

RESOLUTION NO. 3553: A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 To Appropriate Unappropriated Cash Balances From The Capital Improvement Fund No. 4000 For The Purchase Of A Prisoner Transport Van

** *Pulled because it had not been to the Finance Committee yet.*

BID AWARDS

Riverside Park Restroom Project – There were two bids received for this project. The first bid opened was from Jackson Contractor Group for \$394,066.80 with a 10% bid bond. The second bid opened was from Magic Construction for \$472,353.00 with a 10% bid bond.

** *Pulled because it had not been to the Finance Committee yet.*

BID OPENING

1983 Chevrolet S-10 pickup (67,724 miles) Item #1

Item #1 received bids from Mervin Meidinger for \$210, Douglas Flint for \$400, and from Ed Martin for \$510.

** *Bid was awarded to highest bidder, Ed Martin, for \$410.*

1983 GMC S-15 pickup (104,131 miles) Item #2

** *The Item #2 did not receive any bids.*

Approx 380' of redwood from swimming pool docks: various sizes 2x6 to 2x12. Item #3

** *Item #3 received a bid from Mayor Grenz for \$100, and he was awarded the bid.*

NEW BUSINESS

DECISION on water rate increase

** *Councilperson Brush moved to approve the Decision, seconded by Councilperson Ahner.*

Councilperson Hollowell said he would not vote for the water increase due to constituents' comments. They don't see the need to lower them only to raise them again. Some think it is insulting.

Councilperson Ahner feels it is a good idea since water rates are lowered for eight years. There is a sound actuarial basis for doing the reduction due to the amount of funds in the water fund reserve. He feels the reduction is well deserved.

** *On roll call vote, the motion passed 7-1, with Councilperson Hollowell voting nay.*

Recommendation for Approval of Adrian Minor Subdivision at the corner of Lincoln Street and Center Ave

City Planner Broadie showed the Council a map showing the subdivision request. Since it was a minor subdivision, it was eligible for an expedited review and did not go to the Planning Board. It has very little impact because of the nature of the subdivision. The applicant proposes a two lot subdivision of a 31,969 sq. ft. lot that is currently served by City water and is located on a paved street. It does not have much impact because it is already developed. One lot will have the existing house remain on it and the other empty lot will be able to have a single family home or a duplex on it. There is a storm drainage ditch that would need a culvert if driveway was developed to the entrance to Lot 2. There may be a minor safety concern at the intersection of Lincoln Street and Center Avenue. A yield sign could be added to the existing street sign at the corner of Center Avenue and Lincoln Street so that traffic exiting Center Avenue would yield. The owner is requesting that the yield sign not be part of the condition of the plat. The property is not part of the floodplain.

Councilperson Ahner asked if Council was giving final approval to the subdivision. City Planner Broadie said that Council was giving approval of preliminary plat which requires them to meet the conditions of plat. Once the conditions have been met, then the Council will vote on final plat.

Minor Subdivision developer Leroy Quinn opposes the yield sign. He said that none of the other streets have yield signs.

Councilperson Brush has a problem with the expedited process because it does not show the impact on the neighbors. The process is not allowing them a chance to be heard.

*** Councilperson Hollowell moved to strike the yield sign in the above subdivision, seconded by Councilperson Uden. On roll call vote, the motion passed unanimously, 8-0.*

*** Councilperson Ahner moved to approve the Adrain Minor Subdivision conditionally upon approval of the conditions stated in the site plan review with the exception of the yield sign just struck from it, seconded by Councilperson Melnik. On roll call vote, the motion passed 7-1, with Councilperson Brush voting nay.*

RESOLUTION NO. 3551: A Resolution Approving The Work Plan And Budget For Fiscal Year 2012-2013 For Business Improvement District No. 101

*** Councilperson Ahner moved to send the Resolution to the Finance Committee, seconded by Councilperson Uden. On roll call vote, the motion passed unanimously, 8-0.*

RESOLUTION NO. 3552: A Resolution Levying An Assessment For Fiscal Year 2012-2013 Upon All Property In Business Improvement District No. 101 And Determining The Method Of Such Assessment.

*** Councilperson Ahner moved for approval of the Resolution, read by title only, seconded by Councilperson Galbraith.*

City Clerk Stanton asked if Council could vote on levying before passing the Work Plan and Budget. Councilperson Ahner stated that Council was voting on approving the method of assessment and not the amount.

*** On roll call vote, the above motion passed unanimously, 8-0.*

RESOLUTION NO. 3555: A Resolution Authorizing The City Of Miles City To Enter Into A Construction Agreement With The Jackson Contractor Group, Inc., For Construction Of Pathway And Restroom Improvements In Riverside Park.

*** This Resolution was pulled from the agenda because it needs to go before the Finance Committee first.*

RESOLUTION NO. 3556: A Resolution Authorizing The Assignment From Bullis-Graves Memorial Chapel/Eastern Montana Cremation Service To Big Sky Cremation Services, L.L.C. Upon Lots 4 And 5 Of Tract E Of The Industrial Site Owned By The City Of Miles City, Montana;

*** Councilperson Ahner moved to send the Resolution to the Finance Committee, seconded by Councilperson Brush. On roll call vote, the motion passed unanimously, 8-0.*

RESOLUTION NO. 3557: A Resolution Authorizing The City Of Miles City To Enter Into A Construction Agreement With Jarrett Construction, Inc., For Repairs To The Flood Levee.

*** Councilperson Galbraith moved to approve the Resolution, read by title only, seconded by Councilperson Andrews. On roll call vote, the motion passed unanimously, 8-0.*

Recommendation for Approval: Bobcat Building Site Plan

** *Councilperson Brush moved to approve the Bobcat Building Site Plan, seconded by Councilperson Melnik.*

Councilperson Brush explained that the Planning Committee did review the Site Plan prepared by City staff. They discussed all aspects of the plan including future drainage since the owner intends on creating a subdivision. They also discussed that the owner was already building the building before being approved. They did not find any reason to deny it and are hoping Council will approve it. It was passed unanimously. The owner had already received a building permit. Mayor Grenz has set procedures in place to prevent this from occurring in the future.

** *On roll call vote, the above motion passed unanimously, 8-0.*

Approval of September Claims

** *Councilperson Ahner moved to approve claims, seconded by Councilperson Brush. On roll call vote, the motion passed unanimously, 8-0.*

APPOINTMENTS

-None

Councilperson Uden mentioned that Grant Administrator Colton had requested a Special Council meeting to address the Riverside Park construction contract. It was discussed and the council decided to schedule it on Monday, October 15, 2012 at noon.

Quinn Wright of Dowl HKM spoke about the qualifications to be an engineer. He said that to be called an engineer, one has to have PE behind his or her name. Just having an engineering degree does not make you an engineer. You have to take an eight hour State exam and once you pass that, you become an engineer-in-training. Then you work under a Professional Engineer (PE) for two years and take another eight hour exam. Then you become a Professional Engineer. He reemphasized that having an engineering degree did not make you an engineer.

ADJOURNMENT

****** *Councilperson Partridge moved to adjourn the meeting, seconded by Councilperson Ahner and passed unanimously, 8-0.*

The meeting was adjourned at 8:05 p.m.

C.A. GRENZ, Mayor

Becky Stanton, City Clerk

**Finance Committee Meeting
October 10, 2012**

The **Finance Committee** met October 10, 2012, at 12:00 p.m. in the City Hall Conference Room. Present were Chairperson Mark Ahner and Committee Members Bill Melnik, Jerry Partridge and Roxanna Brush. Also present were Councilperson John Uden, Councilperson Sue Galbraith, Mayor Chris Grenz, Public Utilities Director Al Kelm, Grant Administrator Dawn Colton, City Planner Dianna Broadie, Police Captain Mark Reddick and Recorder City Clerk Becky Stanton.

Bid review for Riverside Park Restroom Project:

Chairperson Ahner requested Grant Administrator to explain the CTEP Project Budget Estimates for Phase I. The City's contribution amount is \$55,949. Dowl HKM has increased their costs due to the extra work involved with all the changes, but CTEP will cover that increase. The Rotary Club donation is \$100,000 and not \$105,000, which increased the City's contribution by \$5,000. There was discussion as to whether this cost should come out of the Parks Department budget or the General Fund Capital account. It was determined to charge the General Fund Capital account.

*** Chairperson Ahner moved to recommend to Council to approve the costs as outlined of \$55,949 and approve the contract with the Jackson Group, the lowest bidder for the Riverside Park Restroom Project, to proceed with the bid award. The motion was seconded by Committee Member Melnik, and on roll call vote, the motion carried unanimously, 4-0.*

Resolution No. 3550 – A Resolution Establishing Wages and Salaries for City Employees for Fiscal Year 2012-2013.

Chairperson Ahner explained that he had verified each of the salaries and that this Resolution is required by State Statute. He explained that the Legal Intern to the City Attorney was for Erica Griffith until she passed the Bar Exam, which she has done. She now becomes the Assistant City Attorney. The salaries for each position are listed in the Resolution. The Director of Public Works is listed at the Wage Analysis Study salary. The Program Administrator's wage is shown as the base wage. He was comparing them to the budgeted salary spreadsheets.

*** Committee Member Brush moved to recommend to the Council to approve the Resolution. The motion was seconded by Committee Member Melnik, and on roll call vote, the motion carried unanimously, 4-0.*

Resolution No. 3553 – Amendment of Final Budget to Purchase a Prisoner Transport Van

There was discussion where the funds should be taken from, the Police or the Capital Improvements Fund. It was decided to use the Capital Improvements Fund.

*** Chairperson Brush moved to recommend to the Council to approve the Resolution. The motion was seconded by Committee Member Melnik, and on roll call vote, the motion carried unanimously, 4-0.*

Resolution No. 3556 – Request for Lease Assignment from Bullis – Graves to Big Sky Cremation Services LLC

City Planner Broadie explained that Big Sky Cremation Services LLC was actually Stevenson's and the use of the facility would remain the same, along with the terms of the lease.

Chairperson Ahner recommends reviewing this lease when it renews to standardize it to match other City leases. He questioned the lease amount, to which City Planner Broadie said it was slightly less. He suggested reviewing the lease amount at renewal, also.

*** Chairperson Brush moved to recommend to the Council to approve the Resolution. The motion was seconded by Committee Member Melnik, and on roll call vote, the motion carried unanimously, 4-0.*

Review Printing Contract Prices

Chairperson Ahner said it was state statute to have a printing contract. Committee Member Partridge stated it was part of the City's Resolution to have a contract. City Clerk Stanton said that Chairperson Ahner had mentioned it in the last two years of budget meetings and she felt it was a good idea. This year after the budget meeting for the Finance Department, she contacted the Directors and asked for the items that are printed. She received bids from Star Printing and BOSS Office Supply, and Star Printing was the most reasonably priced.

*** Chairperson Ahner moved to recommend to the Council and the City Clerk's office that a printing contract with Star Printing be prepared for the Council's approval. The motion was seconded by Committee Member Melnik, and on roll call vote, the motion carried unanimously, 4-0.*

Request of Citizens

Dorothy Armstrong, 1018 S. Stacy Avenue, questioned the 6" and the 4" sidewalk. Chairperson Ahner said that may be the depth of the sidewalks and not the width of them.

There being no further business, the meeting was adjourned at 12:40 p.m.

Respectfully Submitted:

Chairperson Mark Ahner

City Clerk Becky Stanton

CALL TO ORDER

The Special Council meeting was held Monday, October 15, 2012, in the Conference Room at City Hall at 12:00 p.m. Mayor C.A Grenz called the meeting to order and lead the Pledge of Allegiance.

Council Members present were Dwayne Andrews, Sue Galbraith, Bill Melnik, John Uden, Mark Ahner, and Roxanna Brush. Council Members Jerry Partridge and John Hollowell were absent. Also present were Grant Administrator Dawn Colton, Public Utilities Director Al Kelm and Recorder City Clerk Becky Stanton.

BID AWARD

Riverside Park Restroom Project – Jackson Group for \$394,066.80

** *Councilperson Brush moved to award Jackson Group Inc. the above bid, seconded by Councilperson Melnik, and on roll call vote, motion passed unanimously, 6-0.*

NEW BUSINESS

RESOLUTION NO. 3555: A Resolution Authorizing The City Of Miles City To Enter Into A Construction Agreement With The Jackson Contractor Group, Inc., For Construction Of Pathway And Restroom Improvements In Riverside Park.

** *Councilperson Ahner moved to approve the Resolution, read by title only, and seconded by Councilperson Uden.*

Councilperson Ahner explained that the Finance Committee had reviewed and recommended to approve the contract. He noted that the Council needed to know that the bid of \$394,066.80 is over the anticipated amount. At the beginning of the fiscal year, the City's portion for the above project was \$17,677. That amount has increased to \$55,949, so there has been an increase to the City of \$38,272. He would like to offset the additional cost against the \$117,000 currently budgeted in the Capital Improvements Fund.

** *On roll call vote, motion passed unanimously, 6-0.*

PUBLIC COMMENT

-None

ADJOURNMENT

** *Mayor Grenz adjourned the meeting at 12:06 p.m.*

C.A. Grenz
Mayor

ATTEST:

Becky Stanton
City Clerk

Finance Committee Meeting October 17, 2012

The **Finance Committee** met October 17, 2012, at 6:00 p.m. in the City Hall Conference Room. Present were Chairperson Mark Ahner and Committee Members Bill Melnik, Jerry Partridge and Roxanna Brush. Also present were Mayor Chris Grenz, Public Utilities Director Al Kelm, Grant Administrator Dawn Colton, and Recorder City Clerk Becky Stanton.

Review of Resolution No. 3551: Work Plan and Budget for FY 2012-2013 for Tourism Business Improvement District No. 101

Chairperson Ahner explained the work plan, budget and the certificate of liability. He also explained Jerry Huss' memo about passing the method of assessment after approving the work plan.

*** Committee Member Brush moved to recommend to Council to approve the Resolution. The motion was seconded by Committee Member Melnik, and motion carried unanimously, 4-0.*

Request to Increase Contract Payment to Dowl HKM Engineering by \$13,799 for Riverside Park Restroom Project.

Chairperson Ahner explained that the increase needed to be reviewed because it was a contract amendment. Dowl HKM engineer, Andy Marum, explained the reasons for the increased costs for the restroom. He explained that the City had requested tighter plans and manual in order to lessen the chance of a change order occurring. He had budgeted 101 hours, but his actual time is about 300 hours. The budget overage has been discussed with CTEP.

*** Chairperson Ahner moved to recommend to the Council to approve the request to increase the preliminary engineering budget in the amount of \$13,799.12 by Dowl HKM. The motion was seconded by Committee Member Brush, the motion carried unanimously, 4-0.*

Request to Expend Funds for Manhole Restoration and Water Meter Projects

Director Kelm explained the cement or brick manhole restoration process extends its life by 30 to 40 years. The City restores 2 or 3 manholes a year. The City will be able to split mobilization costs with the Town of Wibaux.

Director Kelm explained that the City needed to purchase water meters for the

Steadman apartment complex in Milestown Estates, for which construction has started. Per Resolution, the City will provide water meters. This matter was brought to the Finance Committee to follow the City's purchasing policy.

* * *Chairperson Ahner moved to recommend to the Mayor to approve the above requests. The motion was seconded by Committee Member Brush, the motion carried unanimously, 4-0.*

Request of Citizens

Director Kelm asked Mayor Grenz if he approved of the purchase of the water meters and manhole restoration and he said yes.

There being no further business, the meeting was adjourned at 6:28 p.m.

Respectfully Submitted:

Chairperson Mark Ahner

City Clerk Becky Stanton

October 17, 2012.

MAP YOUR NEIGHBORHOOD
EMERGENCY PREPAREDNESS SESSION SET.
THURSDAY NOV. 8, 7 pm at
MILES COMMUNITY COLLEGE

Map your neighborhood is designed to help neighborhoods prepare for disasters of all kinds.

Participants will learn steps to take immediately following a disaster to secure their homes and protect their neighborhoods, identify the skill and equipment each neighbor has that could be useful in disaster response, create a neighborhood map identifying the locations of natural gas and propane tank shut-off valves for quick response if needed and create a contact list that helps identify those with special needs such as elderly, disabled, or children home alone.

“Its just neighbor helping neighbor”.

Please plan to attend

If you want to know more or have any questions you can contact Gladys & Al Turnquist
234-3347 MYN Volunteer Coordinators Or Disaster & Emergency Services
Coordinator Jim Zabrocki 874-3490!

RESOLUTION NO. 3550

**A RESOLUTION ESTABLISHING WAGES AND SALARIES FOR CITY
EMPLOYEES FOR FISCAL YEAR 2012-2013**

WHEREAS, §7-4-4201 MCA requires the City Council to determine by resolution or ordinance the compensation of city employees,

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

That the following wages and salaries be paid city employees for the fiscal year 2012-2013 shall be as follows:

POSITION	AMOUNT
Elected and Appointed	
City Council	\$250.00 per month
City Court Judge	\$1,299.48 per month
Mayor	\$1,666.67 per month
Treasurer	\$1,666.67 per month
City Attorney	\$150.00 per hour
Deputy City Attorney	\$2,250.00 per month
Legal Intern to City Attorney	\$75.00 per hour
Assistant City Attorney	\$100.00 per hour
Airport Manager	\$3,295.00 per month
Historical Preservation Officer	\$9.15 per hour
Administrative/Finance	
City Clerk	\$3,433.99 per month
Human Resources/Payroll Officer	\$3,391.28 per month
Finance AP Clerk/Ambulance Billing Clerk	\$15.97 per hour
Public Services	
Director of Public Utilities	\$4,940.00 per month
Director of Public Works	\$4,872.40 per month
Program Administrator	\$2,829.48 per month
Flood Administrator/Engineering Tech	\$2,857.08 per month
Water/Wastewater Plant Supervisor	\$3,612.27 per month
Community Service Planner	\$3,763.07 per month
Fire Department	
Chief	\$4091.51 per month
Probationary Part-paid fire fighters	*\$7.65 per hour

Part-paid fire fighters who have achieved the Basic Fire Fighter Certification will be paid a

base wage, *\$7.65 per hour, during their six-month probationary period. Upon the successful completion of their probationary period, the base rate is increased to \$8.00 per hour.

Shall comply with Montana State Minimum wage law and regulations)

Beginning with the initial hiring, part-paid fire fighters are entitled to the following increases to their base pay: \$1.00 per hour for E.M.T., \$.25 per hour for Fire fighter I certification (upon completion), \$.50 per hour for Fire fighter II certification (and after 2 years of service), \$.75 per hour for Fire fighter III certification (and upon 3 years of service.)

The probationary designation means less than six months of service.

*Shall be adjusted to comply with Montana State minimum wage law and regulations

Police Department

Chief	\$4,851.60 per month
911 Coordinator/Lead Dispatcher	\$3,502.68 per month

Swimming Pool

Lifeguards after	*\$7.65 per hour
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Lifeguards receive an additional \$.20 per hour for WSI certification.

*Shall be adjusted to comply with Montana State minimum wage law and regulations

Library

Director	\$3,607.74 per month
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LONGEVITY/STIPENDS

Longevity pay is calculated at the rate of \$.05 per hour (or \$7.50 per month for salaried employees) for each year of service after the employee's applicable date for new longevity. Nonunion employees retain their present level received as longevity as of June 30, 1993. For each additional year of service after this date, salaried employees shall receive an additional amount of \$7.50 per month and hourly employees shall receive an additional \$.05 per hour. The fire chief and assistant fire chief, if they are certified fire fighters, shall receive as longevity 1% of their base pay per month for each year of service, in accordance with state law.

Elected officials, seasonal employees, reserve officers and part-paid fire fighters do not receive longevity pay.

Any employee who achieves an EMT certification shall be paid an additional \$50 per month.

EMPLOYEE HEALTH INSURANCE

A maximum of \$604.50 shall be paid by the employer for medical insurance. (See union contracts for specifics on health insurance for employees who are members of collective bargaining units.)

COLLECTIVE BARGAINING UNITS

AFSCME 283A: City Shop, Treatment Facilities, Library and Clerical. Wages and Benefits for members of this union shall be paid in accordance with their bargaining agreement dated July 1, 2010, through June 30, 2012, and specifically in accordance with Addendum A of that contract dated July 1, 2010, through June 30, 2012, as extended by Letter of Agreement, attached Exhibit A, approved by Resolution No. 3510.

AFSCME 283B: Police Officers, Dispatchers, Animal Control and Clerical. Wages and Benefits for members of this union shall be paid in accordance with their bargaining agreement dated July 1, 2010, through June 30, 2012, and specifically in accordance with Addendum A of that contract dated July 1, 2010, through June 30, 2012, as extended by Letter of Agreement, attached Exhibit A, approved by Resolution No. 3510.

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 600:
Firefighters/Ambulance Personnel.** Wages and Benefits for members of this union shall be paid in accordance with their bargaining agreement dated July 1, 2010, through June 30, 2012, as extended by Letter of Agreement, attached Exhibit A, approved by Resolution No. 3510.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,
MONTANA, AT A DULY CALLED MEETING THIS 23RD DAY OF OCTOBER, 2012.**

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

Rebecca Stanton

From: George Huss
Sent: Wednesday, October 10, 2012 11:14 AM
To: 'Rebecca Stanton'
Cc: 'Butch Grenz'; Jana Mueller
Subject: Resolutions 3551 and 3552

Becky –

You have contacted me concerning Resolution 3551, which approves the work plan and budget for the TBID, and Resolution 3552, which levies a tax to pay for the work plan and budget. You have informed me that Resolution 3551, approving the work plan and budget, was referred to the Finance Committee, rather than passed. You have further informed me that Resolution 3552, levying the assessment, passed.

§7-12-1132 of the Montana Code governs the approval of the work plan and budget and the levying of taxes for business improvement districts. Please note subsection (4), which I have highlighted below.

7-12-1132. Annual budget and work plan -- approval -- procedure -- tax. (1) At a time determined by the governing body, the board shall submit to the governing body for approval a work plan and budget for the ensuing fiscal year.

(2) A board created for the purpose of 7-12-1102(4) in a municipality or county where a nonprofit convention and visitors bureau, as defined in 15-65-101, is operating shall consult with the nonprofit convention and visitors bureau in developing a work plan and budget for the ensuing fiscal year.

(3) Following public notice that a work plan and budget have been submitted and that the governing body will levy an assessment to defray the cost of the work plan and budget, the governing body shall hold a public hearing on objections to the work plan and budget. After the hearing, the governing body may modify the work plan and budget as it considers necessary and appropriate.

(4) After approval of the work plan and budget and to defray the cost of the work plan and budget for the next fiscal year, the governing body shall by resolution levy an assessment upon all of the property in the district using as a basis one of the methods prescribed in 7-12-1133.

(5) A copy of the resolution must be delivered to the treasurer of the local government to be placed on the tax roll and collected in the same manner as other taxes.

It is clear from subsection (4), that the resolution levying the assessment cannot pass until the work plan and budget have been approved.

As you will note, the second paragraph of Resolution 3552 affirmatively states that Resolution 3551 has passed. The third paragraph clearly states the precondition of Subsection (4), above, which is that the work plan and budget have been approved.

Therefore, it is my opinion that the passage of Resolution 3552 was a nullity and it cannot be addressed or passed until the work plan and budget are approved pursuant to passage of Resolution 3551.

If you have further questions on this matter, please contact me.

George W. Huss
BROWN AND HUSS, P.C.
507 Pleasant Street

RESOLUTION NO. 3551

A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEAR 2012-2013 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101.

WHEREAS, the City of Miles City by Ordinance 1202 established Business Improvement District No. 101;

AND WHEREAS §7-12-1132 MCA requires the trustees of such business improvement district to annually submit to the City Council of the City of Miles City, for its approval, a work plan and proposed budget for the ensuing fiscal year;

AND WHEREAS on the 9th of October 2012, the trustees of Business Improvement District No. 101 submitted to the City Council their proposed work plan and budget for FY 2012-2013;

AND WHEREAS, pursuant to §7-12-1132(3), the City Council published, as required by law, public notice that such work plan and proposed budget had been submitted and that a hearing would be held thereon on the 9th of October, 2012;

AND WHEREAS, pursuant to such notice, a hearing was held thereon at a regular Council meeting on the 9th day of October, 2012;

AND WHEREAS, following such hearing the City Council fully considered such work plan and proposed budget;

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

1. Upon hearing and full consideration, the City Council of the City of Miles City hereby approves the work plan and proposed budget of Business Improvement District No. 101 for FY 2012-2013, attached hereto as Exhibit "A" and made a part hereof.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 23RD DAY OF OCTOBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

Exhibit A to Res 3551

In accordance with City of Miles City Ordinance No. 1202 this is the Marketing Plan for FY12/13 using a July1, 2012 through June 30, 2013 fiscal year.

Formulas: By using a conservative number of Rooms within the district (502) and a occupancy rate of (65% annually) it calculated to 119,575. As has been the practice of all previous TBID's formed in Montana a customary fee of \$1.00 per room night is being used for these calculations. This yields a marketing budget of \$119,575.00 for this fiscal year.

Using the last three years of bed tax collections as a basis for dividing the funds into a quarterly budget base it percentages out as follows: 1st Quarter 36%, 2nd Quarter 21%, 3rd Quarter 15%, and 4th Quarter 28%.

1st Quarter: \$43,047.00

2nd Quarter: \$25,111.00

3rd Quarter: \$17,936.00

4th Quarter: \$33,481.00

Total \$119,575.00

Business Enhancement:

<i>Tournament Recruitment-</i>	38,500.00
<i>Convention/Meeting Recruitment-</i>	10,000.00
<i>Fairgrounds Events</i>	15,000.00

Marketing:

<i>Events-</i>	20,000.00
<i>Facilities-</i>	20,000.00

Opportunity: 14,759.00

Liability Insurance 1,316.00

\$119575.00

Tournament Recruitment-

4-C Basketball Tournament	6,500.00
Miles City Hockey Association	5,000.00
State Girls Hockey Tournament (12 team)	12,000.00
MCC Basketball/ Cowtown	2,000.00
MCC Baseball	1,000.00
Rocky/Jamestown Football	4,000.00
Badlands Bowl (20 th Year)	5,000.00
MCC Basketball	3,000.00
<hr/>	
	\$38,500.00

RESOLUTION NO. 3552

A RESOLUTION LEVYING AN ASSESSMENT FOR FISCAL YEAR 2012-2013 UPON ALL PROPERTY IN BUSINESS IMPROVEMENT DISTRICT NO. 101 AND DETERMINING THE METHOD OF SUCH ASSESSMENT.

WHEREAS, the City of Miles City by Ordinance 1202 established Business Improvement District No. 101;

AND WHEREAS, by Resolution 3551, this Council has approved the work plan and budget for FY 2012-2013 for Business Improvement District No. 101;

AND WHEREAS, §7-12-1132(4) provides that after approval of such work plan and budget, the City Council shall, by resolution, levy an assessment against all property within the District utilizing one of the methods prescribed in §7-12-1133;

AND WHEREAS, upon consideration, the City Council has determined that the benefits derived by each lot or parcel within the District are proportional to the occupancy of "Facility" (as defined in §15-65-101 MCA and the rules and regulations of the Montana Department of Revenue adopted pursuant to §15-65-102) within such District, and that an assessment based upon occupancy per room per night is equitable in proportion to the benefits to be received by each property within the District;

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

1. There is hereby assessed against all lots and parcels within Business Improvement District No. 101 for Fiscal Year 2012-2013, an amount of \$1.00 per occupied room per night for each Facility (as defined in §15-65-101 MCA and the rules and regulations of the Montana Department of Revenue adopted pursuant to §15-65-102) within the District. The amount of such assessment for each such Facility shall be based upon the occupancy reports provided by each Facility to the Montana Department of Revenue pursuant to §15-65-112, adjusted, if applicable, for any changes in such reported occupancy determined by audit of the Montana Department of Revenue.

2. The City Clerk shall deliver to the City Treasurer a certified copy of this Resolution, to be placed on the tax rolls and collected in the same manner as other taxes.

3. The amounts levied hereunder shall be retroactive to the beginning of the FY 2012-2013 fiscal year on July 1, 2012.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AT A REGULAR MEETING THIS 23RD DAY OF OCTOBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

RESOLUTION NO. 3553

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2012-2013 TO APPROPRIATE UNAPPROPRIATED CASH BALANCES FROM THE CAPITAL IMPROVEMENT FUND NO. 4000 FOR THE PURCHASE OF A PRISONER TRANSPORT VAN.

WHEREAS, the City of Miles City has cash balances for Fiscal Year 2012-2013 in the Capital Improvement Fund No. 4000 which were not appropriated in the Final Budget for Fiscal Year 2012-2013.

AND WHEREAS, as permitted by §7-6-4006 MCA, the City of Miles City desires to amend its final budget for Fiscal Year 2012-2013 to appropriate and expend a portion of such unappropriated cash balance in Fund No. 4000 to purchase a prisoner transport van;

AND WHEREAS, such amendment of the final budget will result in an overall increase in appropriation authority within such fund,

AND WHEREAS the provisions of §7-6-4006 MCA require public hearing upon any budget amendment resulting in an overall increase in appropriation authority,

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

The appropriations for the Final Budget for Fiscal Year 2012-2013 for Capital Improvement Fund No. 4000 shall be increased in the following amount:

Fund No. 4000-0 501-410100-940 (Capital Improvement Fund No. 4000, Capital Machinery & Equipment), in the sum of \$15,000.00.

Such increased appropriation shall be made from the following Capital Improvement Fund No. 4000 account:

Account No. 4000-101000 - (Capital Improvement Fund No. 4000 - Cash) in the amount of \$15,000.00,

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendments to the Final Budget for Fiscal Year 2012-2013 on the 9th day of October, 2012 at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 25TH DAY OF SEPTEMBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED
QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA,
THIS 23RD DAY OF OCTOBER, 2012.**

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

RESOLUTION NO. 3556

A RESOLUTION AUTHORIZING THE ASSIGNMENT FROM BULLIS-GRAVES MEMORIAL CHAPEL/EASTERN MONTANA CREMATION SERVICE TO BIG SKY CREMATION SERVICES, L.L.C. UPON LOTS 4 AND 5 OF TRACT E OF THE INDUSTRIAL SITE OWNED BY THE CITY OF MILES CITY, MONTANA;

WHEREAS, On August 9, 1996, the City of Miles City entered into a written lease with Bullis-Graves Memorial Chapel/Eastern Montana Cremation Service, of 1806 Main Street, Miles City, Montana (hereinafter "Bullis-Graves") for lease of the following described real property located in Custer County, Montana:

Lots 4 and 5 of Tract "E" of the Industrial Site adjacent to the City of Miles City

AND WHEREAS, pursuant to the terms of such lease, the lease term has automatically renewed for a period from July 1, 2012 through June 30, 2013;

AND WHEREAS, it is the desire of Bullis-Graves to assign such lease to Big Sky Cremation Services, LLC, a Montana limited liability company, of 1717 Main Street, Miles City, Montana, (hereinafter "the Assignee");

AND WHEREAS, Article V of such lease prohibits assignment of the lease without the prior approval of the City Council of the City of Miles City;

AND WHEREAS the City Council finds that the proposed assignment and the Assignee are acceptable to the City of Miles City, and the request for the assignment of such lease should be granted;

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

1. It does hereby authorize the assignment of the lessee's interest in the lease, dated August 9, 1996, between the City of Miles City and Bullis-Graves Memorial Chapel/Eastern Montana Cremation Service, of 1806 Main Street, Miles City, Montana upon Lots 4 and 5 of Tract "E" of the Industrial Site to Big Sky Cremation Services, LLC, a Montana limited liability company, of 1717 Main Street, Miles City, Montana, subject to the terms, conditions and rentals of such lease.

PASSED AND ADOPTED BY AT LEAST A TWO-THIRDS AFFIRMATIVE VOTE OF ALL MEMBERS OF THE MILES CITY COUNCIL THIS 23RD DAY OF OCTOBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

The City of Miles City is soliciting sealed offers from interested parties for sale of the following items.

- Bid Item 1: Phone sets to Inter-Tel phone system - 19 sets
- Bid Item 2: Computer Components
- Bid Item 3: Blue Line Copier for Midar GF 172.FL & Plan copier
- Bid Item 4: Olympia Typewriter
- Bid Item 5: Various printers
- Bid Item 6: Fax Machine Canon B6-10 & other fax machines
- Bid Item 7: Alpha Smart 3000
- Bid Item 8: 2 Air Conditioners
- Bid Item 9: Antique Coin Counter
- Bid Item 10: Canon Copier Excellent shape
- Bid Item 11: Computer Desk Top with shelves
- Bid Item 12: Chair with broken arm

Bids will be considered based on the highest offer. All bids shall be marked clearly on the outside of the envelope with the Bid Item number for which piece of property they are bidding.

The City of Miles City implies no warranties or equipment condition. Surplus property items are sold as is, where it is located, and it is the responsibility of the purchaser to know the condition of the property before purchase. Payment of the purchased property must be within 5 days of bid opening. Payment to be made to City Clerk, 17 S 8th Street, Miles City, MT.

Transportation of the surplus property is the responsibility of the purchaser and must be acquired within 14 days of notice of award.

Surplus property is available for inspection at City Hall, 17 S 8th St, Miles City, MT. To schedule an appointment, call Becky Stanton at 874-8602.

Sealed offers must be received at the office of City Hall – City Clerk, 17 S 8th St. Miles City, MT by 5:00pm MDT on October 23rd, 2012. Offers will be publicly opened and read aloud on October 23rd at 7:00pm during the City Council meeting at City Hall.

The City of Miles City reserves the right to reflect any or all offers, waive irregularities or to accept any offer deemed to be in the best interest of the City of Miles City.

Date this 11th day of October, 2012.

Publish dates: Friday, October 15, 2012, & Friday, October 19, 2012

RESOLUTION NO. 3558

A RESOLUTION APPROVING AN AGREEMENT WITH THE STATE OF MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) FOR THE CITY OF MILES CITY TO REVIEW CERTAIN WATER SUPPLY, WASTEWATER, SOLID WASTE AND STORMWATER SYSTEMS IN SUBDIVISIONS AND PROVIDING FOR REIMBURSEMENT TO THE CITY FOR SUCH SERVICES.

WHEREAS, the Montana Department of Environmental Quality (DEQ) has proposed to the City of Miles City that the City conduct certain water supply, wastewater, solid waste, and stormwater systems in subdivisions pursuant to 76-4-104 MCA;

AND WHEREAS, DEQ has proposed to the City of Miles City a contract for such services under those terms, conditions, and compensation set forth in the contract (DEQ Contract #513016) attached hereto as Exhibit "A" and made a part hereof;

AND WHEREAS, upon review of such contract, the City Council finds that the terms, conditions, and compensation of the agreement are acceptable to the City of Miles City;

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

It does hereby authorize and approve the terms and conditions of the contract (DEQ Contract #513016), attached hereto as Exhibit "A" and made a part hereof, and hereby authorizes the Mayor of the City of Miles City to execute and bind the City of Miles City to the terms and conditions of such contract and to carry out its terms.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 23RD DAY OF OCTOBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

CONTRACTORS COPY

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana The Department of Environmental Quality, (hereinafter referred to as DEQ), and Miles City, (hereinafter referred to as the "City"). This Contract is entered into for the purpose of delegating to the City, pursuant to Section 76-4-104, MCA, the authority to review certain water supply, wastewater, solid waste and stormwater systems in subdivisions. The City will review subdivision applications for completeness and to determine whether certain systems, which are identified in 4.1.3.4 and Attachment A comply with the Sanitation in Subdivisions Act, the Montana Water Quality Act, and applicable administrative rules and Circulars. The purpose of this Agreement is also to provide reimbursement to the City for performing site evaluations and related services for subdivisions, pursuant to ARM 17.36.804(3). The parties specifically agree it is not their intent that any provision of this Agreement is a cessation or waiver of any of the counties regulatory authority, including that set forth in Section 50-2-116 MCA. The parties, in consideration of mutual covenants and stipulations described below, hereby agree as follows:

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1. Contract Term. This Contract shall take effect on **September 1, 2012** and terminate on **June 30, 2013**, unless terminated earlier in accordance with the terms of this Contract.

1.2. Contract Renewal. This Contract may, upon mutual agreement between the parties and according to the terms of the existing Contract, be renewed in 1 year intervals, or another interval that is advantageous to DEQ. This Contract may not exceed any time limits imposed by statute.

3. COST/PRICE ADJUSTMENTS

3.1. Cost Adjustments by change in ARM 17.36.804. City will be reimbursed at rates established in ARM 17.36.804.

4. SERVICES AND/OR SUPPLIES

4.1. City agrees to:

4.1.1. Initial Receipt of Application and General Requirements. City shall date stamp at least the first page of the application so DEQ can accurately enter the application into its database for tracking purposes. City shall send a copy of the first two pages of the application along with fees to DEQ. City shall check for waivers or deviations and forward these to DEQ within 5 working days. DEQ shall email the City an EQ number. All information received from the applicant must be date stamped by the City for tracking purposes. City shall notify DEQ by email when City denies and receives additional information. City shall send to DEQ electronic versions of all denial letters and approvals.

4.1.2. Completeness Review. City shall review all subdivision applications for completeness using forms approved by DEQ. If a subdivision application is incomplete, City shall submit a denial letter to the applicant. The letter must contain the results of the City's review and must specify any deficiencies in the application with references to sections of applicable rules and design standards. If the application is incomplete the City shall submit a denial letter to the applicant and send DEQ both an electronic & a hard copy of the denial letter.

4.1.3. Compliance Review. For complete applications, City shall perform a

detailed review of the water supply, wastewater, stormwater, and solid waste systems identified in Attachment A of this Agreement. The purpose of the detailed review shall be for the City to determine whether the systems proposed in the application comply with Sections 76-4-101 et seq., MCA ("Sanitation in Subdivisions Act"), Sections 75-5-101 et seq., MCA ("Montana Water Quality Act"), Sections 17.36.101 through 17.36.805 and Sections 17.30, subchapters 5 and 7 of the Administrative Rules of Montana ("ARM"), and the applicable Circulars promulgated pursuant to the Acts.

4.1.3.1. City review of wastewater systems must include review for compliance with the nondegradation requirements of the Water Quality Act and the state nondegradation rules.

4.1.3.2. City may not perform compliance review of water supply, wastewater, stormwater, or solid waste systems other than those identified in Section 4.1.3.4 and Attachment A of this Agreement.

4.1.3.3. City shall review the environmental assessment information provided by the applicant and shall be available to consult with DEQ regarding the completeness and accuracy of such information.

4.1.3.4. City shall perform compliance review, pursuant to Section 4.1.5 only for the systems indicated in **Attachment A**. City review authority under this Agreement does not extend to public systems whether required to be submitted by a Professional Engineer or not.

4.1.4. Time for Review. Within **45 days** of its receipt of a subdivision application, City shall either:

4.1.4.1. determine that the application is incomplete and issue a notice to the applicant; or

4.1.4.2. submit to DEQ the City's completed and signed review of the application, with all materials required by this Section.

4.1.4.3. If the subdivision includes public systems, any system not reviewable by City, or any system the City chooses not to review, City shall send the appropriate materials to DEQ for review within 5 days of receipt by City.

4.1.5. Contents of City Submittals to DEQ. City shall submit to DEQ the following materials regarding applications for subdivisions:

4.1.5.1. A completed application form signed by the owner and any information attached to the form;

4.1.5.2. Copies of all correspondence and other documents regarding the proposed subdivision. The documentation must provide adequate evidence that the plans and specifications for the proposed subdivision are in compliance with all applicable state laws, rules and Circulars;

4.1.5.3. The review fee and the subdivision review fee calculation form;

4.1.5.4. A completed and signed subdivision review checklist, in a form approved by DEQ, together with calculations, notes, and any other relevant information that provides adequate evidence that City has reviewed the application to ensure compliance with appropriate design standards;

4.1.5.5. A completed and signed nonsignificance determination checklist and all supporting documentation;

4.1.5.6. A certification, in a form approved by DEQ, stating that, based upon City's review of the application under applicable state laws, rules, and Circulars, the identified systems either do or do not comply with the applicable state requirements; and

4.1.5.7. If City recommends approval of a subdivision application, a completed and signed certificate of subdivision approval.

4.1.5.8. A copy of the water well sample sheet with the GWIC identification number written on it should be placed in the front of the file so DEQ can enter

water quality data and then forward it to GWIC.

4.1.6. Waivers and Deviations. If, for any water supply, wastewater, stormwater, or solid waste systems proposed in an application regardless of whether the system is designated for City review in Attachment A, the plans and specifications for the proposed subdivision would require a waiver from the DEQ subdivision rules or a deviation from the requirements of the DEQ Circulars, City shall notify the applicant of the required fee(s) and, upon receipt of those fees, prepare or have the applicant prepare a waiver/deviation request in a format approved by DEQ, together with a justification for the waiver/deviation from the applicant and City's recommendation.

4.1.6.1. City shall submit the waiver/deviation request to DEQ within 20 days of the City's receipt of the request and appropriate fees. DEQ shall respond to the waiver/deviation request within 20 days of DEQ's receipt of the request.

4.1.6.2. City may not recommend approval of a subdivision application until all necessary waiver/deviation requests have been approved by DEQ.

4.1.7. DEQ Consultation. Upon request of the City, DEQ agrees to provide consultation to City regarding the subject matter of this agreement.

4.1.8. Site Evaluations. City shall perform site evaluations and related services for subdivisions, pursuant to ARM 17.36.804(3), as mutually agreed by City and DEQ.

4.1.9. As-Built Lot Layout Review. City may perform the review of minor changes to a certificate of subdivision approval made through an "As-Built" lot layout document. Unless otherwise provided by DEQ rules, only the following changes may be made through the "as-built" procedure:

4.1.9.1. Relocations of water or wastewater systems provided that the changes comply with Title 76, chapter 4, part 1, MCA; Title 17, chapter 36, ARM; and all related rules and regulations, for example,

- 1) moving the location of a well or cistern within the lot boundaries provided the new location meets separation distances and will not adversely change the quality, quantity and dependability of the water supply,
- 2) moving the location of the wastewater treatment system within the lot boundaries provided the new location meets separation distances and site evaluation criteria, and the wastewater system is sufficient in terms of capacity and dependability.

4.1.9.2. Changes to water or wastewater systems that do not significantly affect the approval statement of the subdivision, for example:

- 1) replacing distribution piping with gravelless chambers or vice versa in accordance with Circular DEQ-4,
- 2) replacing a standard trench system with a pressure-dosed system that is designed according to Circular DEQ-4 and reviewed by the certified reviewer,
- 3) replacing a previously approved system with a similar system designed in accordance with the current version of Circular DEQ-4,
- 4) replacing components in a previously approved system with similar components that meet criteria in Circular DEQ-4, and
- 5) adding a water or wastewater treatment system that provides greater treatment than the approved system provided the approved system is installed and used as a redundant system and the new treatment system does not interfere with the operation of the approved system,
- 6) installing any Level 2 system in place of any other Level 2 system through the as-built process as long as no other facilities are changing,

7) approving changes to sizes of approved systems unless there is a limitation on the ground that can not be overcome. If the Certificate of Subdivision Approval is for a 3 bedroom home the City may issue a permit for a larger home unless there are limitation caused by the soils, slope etc.

4.1.9.3. The "as-built" lot layout document must be submitted to the Department and filed with the Clerk and Recorder within 30 days of approval.

4.2. DEQ oversight of the City's review of subdivision applications shall be limited to the following:

4.2.1. DEQ shall determine, by reviewing the City review checklist or by other means, whether the City has conducted a completeness review of the application and whether the City has completed compliance review of all systems designated in Section 4.1.3.4 and Attachment A. If DEQ determines that the City has not conducted a completeness review or has not reviewed all designated systems, DEQ may either return the application to the City for further review or may itself complete the review. If the City fails to conduct any part of the review required under this Agreement within the **45-day** review period for the application, DEQ shall withhold the portion of the fee applicable to that portion of the review.

4.2.2. DEQ may, during the **55-day** review period, check the accuracy of the City's review of subdivision applications, for purposes of determining City's compliance with the reviewer qualification and performance standards set out in Section 5. DEQ accuracy checks shall be limited to 10% of the applications submitted to DEQ by City, except that DEQ may also review an application upon the City's request, or when DEQ has reason to question the City's determination for a particular submittal. If DEQ identifies possible errors or discrepancies in the City's review of a specific application, DEQ shall consult with the City's reviewer. If, after consultation with the City, DEQ does not agree with the City's determination regarding an application's compliance with applicable state laws, rules and Circulars, DEQ may, prior to the expiration of the review period for the application, modify the City determination regarding the state requirements.

4.2.3. In addition to or instead of checking City's review of applications during the review period, DEQ may conduct an annual audit of a representative sample of applications reviewed by City, for purposes of determining City's compliance with the reviewer qualification and performance standards set out in Section 5.

5. KEY PERSONNEL; REVIEWER QUALIFICATIONS AND PERFORMANCE STANDARDS

5.1. City review of subdivisions under this Agreement may be performed only by **Michael Rinaldi RS** or by another person approved by DEQ. In the event a DEQ-approved reviewer becomes unavailable to work under this Agreement, City shall immediately notify DEQ of the fact and shall name a proposed substitute, along with justification in sufficient detail to allow DEQ to evaluate the ability of the substitute. City may not use a substitute until DEQ has approved the substitute in writing, which approval shall be deemed a part of this Agreement.

5.2. Minimum qualifications. City reviewers must meet the qualifications set out in ARM 17.36.116, to include:

5.2.1. Registered sanitarian or registered professional engineer;

5.2.2. Pass, with a score of at least 90%, the current written exam administered by the DEQ; and

5.2.3. Minimum of 1 year's experience performing subdivision review as provided in ARM 17.36.116(2)(b).

5.3. Training. DEQ may require City reviewers to comply with training and examination requirements as necessary to ensure that reviewers are qualified to accurately review the systems identified in Attachment A.

5.4. Performance standards. City's review of subdivision applications must demonstrate a consistent and accurate level of performance in evaluating whether systems identified in Attachment A comply with applicable state laws, rules and Circulars. City must also ensure that documentation in applications is complete, accurate, and adequately demonstrates that the application complies with applicable state laws, rules and Circulars.

5.5. Remedies. If the City fails to meet the performance standards set out in Section 5.4 above, DEQ may, after consultation with City, issue a written determination that the City reviewer is not qualified to review subdivisions under this Agreement. If disqualification of the reviewer results in the City lacking a qualified person to review subdivisions, then the DEQ may terminate this Agreement pursuant to Section 15.

6. CONSIDERATION/PAYMENT

6.1. In consideration of services rendered pursuant to the Contract, DEQ agrees to reimburse City, on a quarterly basis, the fees set out in the most current version of ARM 17.36.804 for the subdivisions that City reviews, and for site evaluations and related services. DEQ will not reimburse City for any component of a review not performed by City.

7. ACCESS AND RETENTION OF RECORDS

7.1. Access to Records. The City agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Montana Code Annotated § 18-1-118.)

7.2. Retention Period. The City agrees to create and retain records supporting the services performed by the City listed in section 4.1 for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation or exception relating to this Contract taken by the State of Montana or a third party.

8. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The City may not assign, transfer or subcontract any portion of this Contract without the express written consent of DEQ. The City shall be responsible to DEQ for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the City. No contractual relationships exist between any subcontractor and DEQ.

9. HOLD HARMLESS/INDEMNIFICATION & INSURANCE COVERAGE

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability.

Each party agrees to maintain reasonable coverage for such liabilities, either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.

10. REQUIRED INSURANCE

10.1. General Requirements. The City shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the City, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

10.2. Specific Requirements for Commercial General Liability.

The City shall purchase and maintain coverage for bodily injury, personal injury, and property damage of \$750,000 per claim and \$1,500,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the City or its officers, agents, representatives, assigns or subcontractors.

10.3. Certificate of Insurance/Endorsements.

A certificate of insurance from an insurer with a Best's rating of no less than A-, indicating compliance with the required coverages, was received by the Department of Environmental Quality prior to execution of this Contract. The City must notify DEQ immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. DEQ reserves the right to require complete copies of insurance policies at all times.

11. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither the City nor its employees are employees of DEQ. City and any subcontractor must comply with the provisions of the Montana Workers' Compensation Act while performing work for DEQ in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent City's exemption, or documentation of corporate officer status. This insurance or exemption must be valid for the entire term of the Contract. If the insurance or exemption used as proof of compliance expires during the term of this Contract or a renewal, City shall immediately send proof of current insurance/exemption.

12. COMPLIANCE WITH LAWS

The City and any subcontractor must, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the City subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the City agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

13. CONFLICT OF INTEREST

For the purposes of the Montana Code of Ethics, City and each of its employees and subcontractors is a "public employee" for the purposes of this Contract. As such, City and each of its employees and subcontractors is subject to the requirements of Title 2, Chapter 2, MCA, regarding conflicts of interest, including but not limited to sections 2-2-104, 2-2-105, 2-2-121, and 2-2-201, MCA.

If DEQ discovers that an employee of City is in violation of this Section, DEQ may, after consulting with City, terminate this Contract or take other appropriate measures to address the conflict and City shall reimburse DEQ for any services DEQ requires be performed by another City that duplicate the services performed by the employee who violated this Section.

14. DISCLOSURE

City agrees to notify DEQ of any actual, apparent, or potential conflict of interest with regard to any individual working on a work assignment or having access to information regarding a subcontract. Notification of any conflict of interest shall include both organizational conflicts of interest and personal conflicts of interest (which are defined as the same types of relationships as organizational conflicts of interest, but applicable to an individual). In the event that a personal conflict of interest exists, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned work that created the conflict of interest situation.

City certifies that it has identified all current employees and proposed subcontractor's employees that will perform work under this Contract and that have worked for the State of Montana in the last two

years prior to the effective date of this Contract. City further certifies that, pursuant to §2-2-105(3), MCA, no former employee of DEQ, the State of Montana or local government may work under this Contract for a period of twelve months after voluntary termination of public employment, if by working under the Contract the employee will take direct advantage, unavailable to others, of matters with which the employee was directly involved during the employee's public employment. Pursuant to §2-2-201, MCA, a former employee of state or local government may not, within 6 months following the termination of public employment, contract or be employed by an employer who contracts with the state or any of its subdivisions involving matters with which the former public employee was "directly involved", as defined in §2-2-201, MCA, during employment. City further certifies it shall identify any new employees hired during this Contract that will perform work under this Contract and that have worked for the State of Montana in the last two years prior to the effective date of this Contract. Disclosure in all cases shall include the name of the agency and the nature of work performed by the employee.

15. CONTRACT TERMINATION

15.1. Termination for Cause with Notice to Cure Requirement. DEQ may terminate this Contract for failure of the City to perform any of the services, duties, or conditions contained in this Contract after giving the City written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

15.2. Reduction of Funding. The City understands and agrees that DEQ, as a state agency, is dependent upon state appropriations for its funding; and that actions by the Montana Legislature may preclude funding this Contract through the completion date stated in Section 2. Should such a contingency occur, the parties agree that DEQ may set a new completion date, depending upon the funding remaining available for services rendered and expenses incurred to 5:00 pm of the revised completion date.

16. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of DEQ shall be through a single point of contact designated as DEQ's liaison. City shall designate a liaison that will provide the single point of contact for management and coordination of City's work. All work performed pursuant to this Contract shall be coordinated between DEQ's liaison and the City's liaison.

Barbara Kingery PE will be the liaison for DEQ.
Permitting & Compliance Division
PO Box 200901
Helena MT 59620-0901
Telephone: 406-444-5368
Fax:406-444-1923
E-mail: BKingery@mt.gov

Michael Rinaldi RS will be the liaison for the City.
PO Box 743, Lewistown MT 59457
Cell Phone: 406-366-1424 - E-mail: tmbwod@gmail.com

DEQ's liaison and City's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

17. INTERPRETATION OF LAW, REGULATIONS AND CHOICE OF VENUE

17.1. Interpretations of state laws and regulations relating to subdivision review are the sole responsibility of DEQ. City laws and regulations pertaining to subdivision review will be interpreted solely by City. This Agreement is governed by the laws of Montana.

17.2. This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the City of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

18. SCOPE, AMENDMENT AND INTERPRETATION

18.1. Contract. This Contract consists of 8 numbered pages and an Attachment A.

18.2. Entire Contract. These documents contain the entire Contract of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

19. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

Miles City

10/17/12
DATE

BY: Chris Grenz
Chris Grenz, Mayor
City of Miles City
PO Box 910
Miles City, MT 59301-0910
Federal Employer's ID No.: 81-6001292

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

10/03/12
DATE

BY: Vicki J. Woodrow
VICKI J. WOODROW, Contracts Officer

Financial Services
Metcalf Building, Room 003
1520 E. Sixth Avenue
Helena, MT 59620-0901

Approved as to Legal Content:

9/21/12
DATE

BY: James Madden
James Madden, DEQ Attorney

ATTACHMENT A

Water supply systems

- Individual, and shared wells, cisterns
- Multiple user wells, cisterns
- Connections to existing public systems

Wastewater Systems

- Standard absorption trench systems
- Sand-lined absorption trench systems
- Gravelless absorption trench systems
- At-grade absorption trench systems
- Pressure distribution systems
- Sand mound systems
- Intermittent sand filter systems
- Level II Systems
- Evapotranspiration and evapotranspiration absorption systems
- Connections to existing public systems

Stormwater

- Nonengineered stormwater systems

Solid Waste

- Off-site disposal

As-builts

- As-built lot layouts modifications

RESOLUTION NO. 3559

A RESOLUTION AUTHORIZING AN AMBULANCE BILLING SERVICES AGREEMENT BETWEEN THE CITY OF MILES CITY AND MONTANA EMERGENCY HEALTH CARE CONSULTANTS, INC., A MONTANA CORPORATION, DOING BUSINESS AS SOLESTONE REIMBURSEMENT SERVICES.

WHEREAS, the City of Miles City desires to engage the ambulance billing services for the Miles City Fire & Rescue ambulance service;

AND WHEREAS, the City of Miles City solicited proposals for such services as technical services exempt from the competitive bidding requirements of Montana statute;

AND WHEREAS upon consideration of the criteria established under City procedures for consideration of proposals, the City of Miles City has determined that Montana Emergency Health Care Consultants, Inc., a Montana corporation, doing business as SoleStone Reimbursement Services, of PO Box 1359, Missoula, Montana 59806 is the firm considered most qualified to provide the services required;

AND WHEREAS the City is agreeable to such services being provided in accordance with the terms, conditions and compensation set forth in the General Contract for Services, a copy of which is attached hereto as Exhibit "A";

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

1. The General Contract for Services between the City of Miles City, Montana and Montana Emergency Health Care Consultants, Inc., a Montana corporation, doing business as SoleStone Reimbursement Services, of PO Box 1359, Missoula, Montana 59806, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said General Contract for Services on behalf of the City of Miles City and bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said General Contract for Services and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING OF THE CITY COUNCIL CONDUCTED THIS 23RD DAY OF OCTOBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

Exhibit A to
Res 3559

GENERAL CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made effective as of January 1, 2013, by and between the City of Miles City, on behalf of its fire and ambulance service, Miles City Fire & Rescue, of 17 South 8th Street, Miles City, Montana 59301, hereinafter "City", and Montana Emergency Health Care Consultants, Inc., a Montana corporation, doing business as SoleStone Reimbursement Services, of PO Box 1359, Missoula, Montana 59806, hereinafter "SSRS".

1. DESCRIPTION OF SERVICES. Beginning on January 1, 2013, SSRS will provide to City, Ambulance Billing, and the following services (collectively, the "Services"):

- A. Submit all insurance, Medicare or Medicaid claims for patients receiving medically necessary care, to the insurance provider listed on the billing form.
- B. Provide follow-up on all insurance claims, every 30 days.
- C. Notify the patient's responsible party if insurance has not paid claim within 60 days.
- D. Notify the provider on insurance denials and resubmit. *SSRS shall handle all inquiries regarding claim denials.*
- E. Invoice patients with all new billing.
- F. Invoice patients with co-pay balances every 30 days.
- G. Contact any and all responsible parties, (if patient is a minor) to notify of any balances remaining.
- H. Assist the provider in contracting with insurance companies.
- I. Provide future additional services, on an "as needed basis."
- J. Provide monthly financial reports to be to City within fifteen (15) days of month end:
 - 1) Monthly Charge Report
 - 2) Monthly Call Report
 - 3) Monthly Cash Credit Report
 - 4) Monthly Adjustment Report
 - 5) Monthly Aging Report

The staff at Miles City Fire & Rescue will provide the following services prior to sending "billings" to SSRS:

- A. Obtain prior authorization for non-emergency transports.
- B. Complete all Patient Care Reports and upload or post via electronic media on the Idaho Bridge.
- C. Submit completed patient signature form, PCS forms and hospital face sheets when applicable.
- D. Fax or mail Patient Care Reports, signature forms and hospital face sheets for each call. PCS form will be sent for non-emergent transports.

2. PAYMENT FOR SERVICES. In exchange for the Services, City will pay SSRS according to the following schedule:

Each month, SSRS will bill City seven percent (7%) of the total net monthly collections. Such billings will be due and payable by City within thirty (30) days of receipt.

3. TERM; EARLY TERMINATION. This Contract is for 180 days and will be automatically renewed for City fiscal year 2013-14, commencing July 1, 2013, unless earlier terminated by either party as provided herein. The term of this Contract stated herein notwithstanding, this agreement may be terminated by either party upon 90 days prior written notice to the other party.

4. CONFIDENTIALITY; HIPAA PRIVACY REQUIREMENTS. SSRS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of SSRS, or divulge, disclose, or communicate in any manner, any information that is proprietary to City. SSRS will at all times fully and strictly comply with the patient privacy and confidentiality requirements of the Health Insurance Portability And Accountability Act (HIPAA). SSRS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

5. COMPLIANCE WITH FAIR DEBT COLLECTION PRACTICES ACT AND FAIR CREDIT REPORTING ACT. SSRS, in providing services hereunder, will, at all times, fully comply with all requirements of the Fair Credit Collection Act and Fair Credit Reporting Act and all federal and state laws and regulations as to medical billing and collection or credit reporting services.

6. PROVISION OF RECORDS. Upon termination of this Contract, SSRS will return to City, through Miles City Fire & Rescue, all records, notes, documentation and other items that were used, created, or controlled by SSRS or the City during the term of this Contract.

7. HIRING RESTRICTION. For a period of six (6) months after this agreement is terminated, City agrees not to employ any SSRS employee who provided services under this Contract.

8. NON-DISCRIMINATION. In compliance with §49-3-207 MCA, all hiring by Contractor shall be on the basis of merit and qualification, and Contractor, in the performance of this Agreement, shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

9. INDEMNITY. SSRS agrees to indemnify, defend, and hold harmless City from any and all claims, liabilities, costs or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence, of SSRS, its officers, employees, or agents, in the performance of services under this contract, including, but not limited to, failure to strictly comply with the requirements of Sections 4 and 5, above.

10. INDEPENDENT CONTRACTOR STATUS OF SSRS. SSRS is an independent contractor in providing services hereunder and is not the agent, partner, or joint venturer of the City. Any officer, employee or agent of SSRS providing services hereunder is not the employee

or shared employees of the City. Nothing herein contained shall be construed as creating a relationship other than that of an independent contractor between SSRS and the City, its officers, employees, and agents.

11. WORKER'S COMPENSATION COVERAGE. SSRS will pay for and provide all required workmen's compensation coverage, unemployment compensation insurance, and other deductions and assessments required by federal or state law upon SSRS staff who provide services pursuant to this contract. **Prior to commencement of services hereunder, SSRS shall provide to City a certificate of insurance evidencing coverage under the Montana Workers Compensation Act. Such certificate of insurance shall require at least ten (10) days written notice to City prior to any cancellation, termination, or non-renewal of coverage.**

12. LIABILITY INSURANCE. At all times during the effective period of this contract, SSRS shall maintain a policy of liability insurance coverage insuring against liability for negligent acts or omissions in the performance of the services to be provided hereunder, with policy limits of not less than Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) per claim and in aggregate. By endorsement the City shall be named as an additional insured on a primary, noncontributory basis. **Prior to commencement of services hereunder, SSRS shall provide to City a certificate of insurance evidencing complying coverage including all endorsements naming City as an additional insured. Such certificate of insurance shall require at least ten (10) days written notice to City prior to any cancellation, termination, or non-renewal of coverage.**

13. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 90 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

14. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

15. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

16. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

17. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Montana.

18. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

19. RESTRICTION ON ASSIGNMENT. SSRS may not assign or transfer this Contract without the prior written consent of City, which consent shall not be unreasonably withheld.

City of Miles City

By: _____
C.A. Grenz, Mayor

Date: _____

Montana Emergency Health Care Consultants, Inc.,
a Montana corporation,

By: _____
Its President

Date: _____

RESOLUTION NO. 3560

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH DOWL LLC, AN ALASKAN LIMITED LIABILITY COMPANY, DOING BUSINESS AS DOWL HKM, FOR ENGINEERING SERVICES FOR THE RIVERSIDE PARK PATH PROJECT.

WHEREAS, by Resolution 3453 the City of Miles City approved a contract with Dowl, LLC, an Alaskan limited liability company, doing business as Dowl HKM for engineering services for the Riverside Park Path project, the “*Contract*”.

AND WHEREAS, the City desires to amend and expand the scope of services to be provided by Dowl HKM;

AND WHEREAS, Dowl HKM has quoted to the City an increase of \$13,799.12 for such amended and expanded services, resulting in a revision of the “not-to-exceed total” in the Contract to \$69,801.00;

AND WHEREAS such increase in cost for the amended and expanded services is agreeable to the City;

AND WHEREAS, Dowl HKM has proposed Amendment No. 1 to the Contract, incorporating the amended and expanded services and the additional compensation therefor, a copy of which is attached hereto as Exhibit “A” and made a part hereof;

AND WHEREAS, the terms, conditions, and compensation set forth in such Amendment No. 1 are agreeable to the City;

AND WHEREAS, pursuant to §7-5-4308 MCA, the modification of the contract price may be authorized only upon resolution of the City Council;

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

1. It hereby authorizes the amended and expanded scope of services, additional compensation and other terms and conditions of Amendment No. 1 to the Contract, attached hereto as Exhibit “A” and made a part hereof;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute Amendment No. 1 to the Contract on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING OF THE CITY COUNCIL CONDUCTED THIS 23RD DAY OF OCTOBER, 2012

C. A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk



COPY

AMENDMENT TO AGREEMENT
BETWEEN
OWNER AND DOWL HKM
FOR PROFESSIONAL SERVICES

AMENDMENT NO. 1

DOWL HKM Project Number / Agreement Number: 4122.20366.01

Owner: City of Miles City

Project Name: Riverside Park Path – Miles City, STPE 8099 (8), CN 7706

Effective Date of Owner-Engineer Agreement: December 29, 2011

The above Agreement is hereby amended as follows:

1. SCOPE OF SERVICES/SCHEDULE:

The Scope of Services currently authorized to be performed by DOWL HKM in accordance with the Agreement and previous amendments, if any, is modified as set forth in **EXHIBIT A-1**, attached to, and made a part of this Amendment to the above Agreement.

2. COMPENSATION:

Compensation to DOWL HKM for the additional services agreed to and set forth in Exhibit A-1 shall be increased by \$13,799.12 to a revised not-to-exceed total of \$69,801.00.

The following Exhibits are hereby made a part of this Amendment:

- EXHIBIT A-1, "Amendment to Original Scope of Service"

All other terms and conditions of the original Agreement not modified by this or previous Amendments remain in effect and unchanged.

IN WITNESS WHEREOF, the parties of the original Agreement have executed this Amendment as of the 17th day of October, 2012.

Accepted for Client:

Accepted for DOWL HKM:

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____



This is EXHIBIT A-1, referred to in and part of the Amendment No. 1 to the Agreement between Owner and DOWL HKM for Professional Services.

DOWL HKM Project Number / Agreement Number: 4122.20366.01

Project Name: Riverside Park Path – Miles City, STPE 8099 (8), CN 7706

Engineer's Scope of Services / Schedule

Construction Engineering

The construction phase has been established to be 90 working days. While the OWNER is responsible for all construction activities, DOWL HKM will assist in the following:

- A. Preconstruction:
 - a. Attend Preconstruction Conference. OWNER to schedule and host Conference;
 - b. OWNER to Issue Notice to Proceed.
- B. Construction Monitoring / Inspection - Based on the type and duration of work, this scope of services assumes that inspection activities will be limited to the following:
 - a. Periodic field inspection averaging approximately 4 hours per week. This will include inspection of staking (by CONTRACTOR), inspection of forms, and inspection for general compliance with the intent of the plans and specifications;
 - b. Test result review for subgrade density testing for the pathway and restroom building (OWNER furnished);
 - c. Test result review for concrete testing for the pathway and building foundation (OWNER furnished);
 - d. OWNER will designate a qualified representative to perform daily field inspections. This will include the monitoring of the quantity of work completed by the contractor and the completion of the Daily Inspection Report;
 - e. Construction staking will be CONTRACTOR furnished.
- C. Contract Administration - DOWL HKM will assist the OWNER in administering the contract by processing the following:
 - a. Change Orders and Extra Work;
 - b. Records Maintenance – DOWL HKM will maintain a contract file that includes the following:
 - 1. Notice of Award
 - 2. Executed contract documents
 - 3. Minutes of the Preconstruction Conference
 - 4. Notice to Proceed
 - 5. Evidence of materials acceptance and testing
 - 6. Evidence of final inspection
 - 7. Notice of acceptance of work.
- D. Project Closeout – DOWL HKM will perform the following:
 - a. Review CONTRACTOR's Closeout Submittals;
 - b. Perform final inspection and prepare punch list of deficiencies;
 - c. Issue Notice of Substantial Completion;
 - d. Perform Post-Construction inspection.



DOWL HKM

COPY

August 22, 2012

Dawn Colton
City of Miles City
17 South 8th Street
Miles City, MT 59301

Re: Riverside CTEP

Dear Dawn:

As we have discussed, this project has experienced a drift in scope over the course of the design phase that has resulted in additional time being spent on the Preliminary Engineering (PE) portion of our contract. Whether the drift was a result of varying information or untimely responses, DOWL HKM has already surpassed our budget for the PE portion of the contract by a significant margin. We still have many hours remaining in the PE portion, including responses to Requests for Information, maintaining a Plan Holders List, attending the Pre-Bid Meeting and the Bid Opening, Bid Review, Contract Award Recommendation, and the preparation and distribution of any Addenda.

We do not choose to fund the remaining PE work from the Construction Engineering (CE) portion of the contract. To ensure that we are compensated for the remaining work in the PE portion of our contract, DOWL HKM is requesting an increase to the PE budget by \$13,799.12. This amount has been tabulated on the accompanying spreadsheet.

If this increase is acceptable by the City of Miles City, please confer with Jacquelyn to confirm that it is acceptable by CTEP and learn how we can properly execute this increase. I can prepare any documents that are necessary.

If you have questions on this request, please contact me for discussion. Thank you.

Andrew Marum, P.E.
DOWL HKM

cc: Jacquelyn Smith, CTEP Project Engineer

Activity	Tasks	Total Hours	Principal	Proj. Mgr.	Proj. Eng.	Design Eng. PLS	Planner	Biologist	CADD Tech.	Survey Crew	Circ.
100	Concept Development										
	Base Drawing to scale	0									
	Concept Plans (2) for OWNER review and approval	0									
	Final Plan for OWNER review and approval	0									
	SUBTOTAL (HOURS)	0	0	0	0	0	0	0	0	0	0
200	Survey / Mapping										
	Site Survey	0									
	Floodplain Determination	0									
	Geotechnical Investigation	0									
	Geotechnical Report	0									
	Environmental Analysis	0									
	Mapping	0									
	SUBTOTAL (HOURS)	0	0	0	0	0	0	0	0	0	0
300	Design / Engineering										
	Site Plan	0									
	Demolition Plan	0									
	Pathway Plan & Profile	0									
	Lighting Design	0									
	Concept Plan for future phases	0									
	Standard Specs and Special Provisions	0									
	Project Manual Preparation	0									
	Contract Advertisement	0									
	Bid Advertisement (By OWNER)	28									
	Maintain Plan Holder's List	16									
	Respond to Requests for Information	24									
	Prepare and Distribute Addenda	32									
	Attend Bid Opening	4									
	Review Bids	16									
	Contract Award Recommendation	4									
	SUBTOTAL (HOURS)	124	0	124	0	0	0	0	0	0	0
400	Construction Engineering										
	Preconstruction activities	0									
	Construction Monitoring / Inspection	0									
	Contract Administration	0									
	Project Closeout	0									
	SUBTOTAL (HOURS)	0	0	0	0	0	0	0	0	0	0
	TOTAL HOURS	124	0	124	0	0	0	0	0	0	0

COST SUMMARY

	Hours	Rate	Extension
Principal	0	\$60.00	0.00
Project Manager	124	\$36.00	4,464.00
Project Engineer / Geotech	0	\$33.50	0.00
Design Engineer / PLS	0	\$32.00	0.00
Planner	0	\$28.00	0.00
Biologist	0	\$36.00	0.00
CADD/Designer	0	\$30.00	0.00
Survey Crew	0	\$65.00	0.00
Clerical	0	\$18.00	0.00
TOTAL HOURS	124		
LABOR SUBTOTAL			\$4,464.00
GENERAL OVERHEAD @ 1.76			\$7,856.64
TOTAL LABOR/OVERHEAD			\$12,320.64

DIRECT NONLABOR

	Hours	Rate	Extension
Miscellaneous (blue line prints, mylers, multich paper, telephone, postage, misc. equipment rental, maps, photos, survey mls., display boards, etc.)			0.00
Computer		Per Hour	0.00
Title commitments	Parcels	Per Parcel	250
Vehicle Rental	Days	Per Day	109
Mileage	Miles	Per Mile	0.56
Travel	Trips	Per Trip	0
Lodging	Nights	Per Night	100
Per Diem	Days	Per Day	51
GPS Rental (2- Receiver set-up)	Days	Per Day	400
Traffic Counter Equipment	Days	Per Day	25
TOTAL DIRECT NONLABOR			\$0.00

RECAPITULATION

Total Labor/Overhead	12,320.64
Total Direct Non-Labor	0.00
Profit (12% of Total Labor Costs)	1,478.48
SUB-TOTAL ESTIMATED COST	\$13,799.12

OUTSIDE SERVICES AND SUBCONTRACTS

Electrical / Lighting Design & Specs		
Landscaping Architecture Layout / Concept Design		
TOTAL OUTSIDE SERVICES AND SUBCONTRACTS		\$0.00
TOTAL ESTIMATED COST		\$13,799.12

