

AGENDA

*Regular Council Meeting
City Council Chambers*

*March 26, 2013
7:00 p.m.*

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

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- | | | |
|----|---------------------------|-----------|
| a. | City Council Meeting | 3/12/2013 |
| b. | Finance Committee Meeting | 3/7/2013 |
| c. | Finance Committee Meeting | 3/20/2013 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

5. PROCLAMATIONS

Troops Arriving Home

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. PUBLIC HEARINGS

10. OLD BUSINESS

11. BID AWARD

Lease for City Property at Industrial Site to Nolley's Welding

BID OPENING

12. NEW BUSINESS

- a. **RESOLUTION 3584:** A Resolution Of Intent To Annex Pursuant To Title 7, Chapter 2, Part 45 MCA, Certain Lands Wholly Surrounded By The City Of Miles City, Montana, To-Wit: Lothspeich Minor Subdivision Together With Tract 1 Of Stolz Tracts In Section 34, Township 8N, Range 47E, Custer County, Montana.

- b. **RESOLUTION 3585:** A Resolution Approving An Interlocal Agreement With Custer County, Montana, For The Provision Of Services For FY 2012-2013

14. 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

March 12, 2013

7:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, March 12, 2013, in the Council Chambers 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 and Bill Melnik. Councilperson Sue Galbraith was excused.

Also present were Fire Chief Dale Berg, City Attorney Dan Rice, Grant Administrator Dawn Colton, City Planner Dianna Broadie, Public Utilities Director Al Kelm, Floodplain Administrator Sam Malenovsky, Human Resource/Payroll Officer Billie Burkhalter, Building Inspector Dennis Hirsch 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 – 2/26/2013

- ** *Councilperson Brush moved to approve the minutes of the Regular Council Meeting of February 26, 2013, with a correction, seconded by Councilperson Uden. The motion passed unanimously, 7-0.*

Public Services Minutes – 3/5/2013

- ** *Councilperson Partridge moved to approve the minutes of the Public Services Meeting of March 5, 2013, seconded by Councilperson Melnik. The motion passed unanimously, 7-0.*

Human Resources Minutes – 3/6/2013

- ** *Councilperson Uden moved to approve the minutes of the Human Resources Committee Meeting of March 6, 2013, seconded by Councilperson Melnik. The motion passed unanimously, 7-0.*

SCHEDULE MEETINGS

Finance Committee: Wednesday, March 20, at 6:00p.m.

Planning Board: Tuesday, March 19, at 6:00p.m.

REQUEST OF CITIZENS & PUBLIC COMMENT

Keith Leininger, 422 Missouri, asked if he was on the agenda for his fence and it is scheduled under new business.

Sigrid Laird, 203 N. Custer, updated the Council on the funds that she has raised for the pool improvements. She has raised over \$9,000 of the \$10,000 which was her goal. Some people are holding their pledges until they see progress on the pool. If something is not done this season, she will send the pledges back to the people.

Director Kelm responded that contractors will bid the roof for the bathhouse. He said that bidding could be completed by May 1.

APPOINTMENTS

-None

PROCLAMATIONS

-None

STAFF REPORTS

Building Inspector Dennis Hirsch explained that the State of Montana Legislature did not adopt the 2009 Building Codes. If they had been adopted, every new home would have to install a sprinkler system. The Insurance Services Office, Inc. (ISO) is the leading supplier of statistical data, underwriting information and actuarial analysis to the property/casualty insurance industry in the United States. It moved Miles City from a Class 4 to a Class 9, due to the City not adopting the latest edition of the Building Code, as well as a change in staff and corresponding certification since last evaluation. To correct this, the State of Montana is in the process of adopting the 2012 IRC Building Codes, which will eliminate the sprinkler systems requirements.

Councilperson Ahner asked if homeowners will have to pay higher insurance premiums because of the ISO rate change. Building Inspector Hirsch said they would not because the City is taking steps to develop a

program to regain the Class 4 rating. The City Council will have to adopt the 2012 Building Codes.

Public Utilities Director Kelm covered the swimming pool under Requests for Citizens. He explained that the City has issued a back-to-work order for the Jackson Group to start work on the Riverside Park Restroom Project. They will start on March 18th.

Councilperson Partridge asked Director Kelm if they were going to control disease at the swimming pool again this year. He said that they were.

City Planner Dianna Broadie updated the Council on the encroachment issues in the wilderness area. She has contacted the two individuals who were encroaching. The fence will be removed as soon as weather allows and the horses will be moved immediately. The Mayor feels that the City will benefit from leasing it out.

CITY COUNCIL COMMENTS

Councilperson Hollowell – noted that the City Attorney has reviewed and approved the contract for Kadrmas, Lee & Jackson, Inc. (KLJ). They will provide the study for solutions to Floodplain issues in Miles City. The City Attorney wanted the Council to be certain of the scope of practices. The City and Miles City Economic Development Corporation (MCEDC) are looking at possible grants to help with the costs of the study.

Councilperson Uden – thanked Councilperson Hollowell and Floodplain Administrator Malenovsky for their hard work on this matter. He noted that it will cost the residents of Miles City less to fund the dike than it will cost to pay flood insurance premiums over the years.

Mayor Grenz stated that if the City of Miles City signs this contract with KLJ, they would lose any chance of receiving a grant. He cautioned everyone to take their time and consider that. He would like to thank the MCEDC staff and Grant Administrator Colton for their work on this matter. He feels it is important to wait on this matter to see if the City receives the grant money. Mike Coryell of MCEDC said that the Community Development Block Grant (CDBG) grant funds may be released July 1st.

Councilperson Hollowell – wanted to thank Floodplain Administrator Malenovsky, Grant Administrator Colton, Public Utilities Director Kelm, KLJ

Engineer Carl Jackson, Mike Coryell and Julie Kurkow of MCEDC, Mayor Grenz for their involvement in this matter.

Carol Hardesty Cherry, 1104 S. Merriam, asked the Council for a guarantee that if the grant does not occur, the City will sign the contract. Mayor Grenz promised that he would do everything he can.

Bill Puskas, 1014 N. 2nd St., asked what has happened to make the dike so volatile. Mayor Grenz explained that FEMA did a study and it was determined that the Tongue River was the main threat. The Tongue River dam at Decker would have to break, there would have to be a large spring rain, heavy thaw and run off, and have an ice jam on the river, which would create flooding in Miles City.

Councilperson Hollowell explained that the dike is not certified under FEMA regulations so they do not recognize it.

Dawn Leidholt, 58 Canyon View Trail, asked about the time line for this project. Mike Coryell of MCEDC spoke concerning the time line of the grant and said it should be quick. Floodplain Administrator Malenovsky explained that as soon as the grant is accepted, it should be a short turn around.

Dorothy Armstrong, 1018 S. Stacy, explained that a large amount of money leaves this community through flood insurance premiums. The community would rather spend the money on a feasibility study now rather than wait a year. The community is losing money by not addressing this matter now.

Councilperson Brush – Chamber President John Laney has resigned from the Planning Board due to a conflict of interest.

Councilperson Hollowell – requested an update on the Waste Water improvements. Director Kelm explained that the Waste Water Plant is still on hold, but the North Haynes Lift Station project is progressing.

MAYOR COMMENTS

His comments have already been covered.

PUBLIC HEARINGS

-None

OLD BUSINESS

-None

BID AWARDS

-None

BID OPENING

-None

NEW BUSINESS

Request from M&L Enterprises for City to create a Special Improvement Construction District (SID) for paving, curb and gutter on Arrowhead Lane

Councilperson Brush received a call from Eric Doeden of M&L Enterprises. He was told by City Planner Broadie that because they had not followed proper procedures, this would not be addressed tonight. City Planner Broadie explained she had visited with M&L Enterprises on proper procedures and they had apparently followed up with a letter from their attorney. She will visit with the attorney as see where to go next.

Councilperson Hollowell requested clarification as to why procedure had not been followed. M&L Enterprises are questioning the paving, and it was a condition of the plat. City Planner Broadie explained that they are asking that one condition of plat (the paving) not be met. They want it done by a Subdivision Improvement Agreement, which would change the condition of the plat. The paving is the responsibility of applicant. City Attorney Rice explained the City has an Ordinance that states any change to the conditions of plat has to be run through a process.

Councilperson Ahner noted that the Council had approved, and developers have agreed, to pay for paving, curb and gutter on Arrowhead Lane in order to develop the seven lots separately. One other part of that motion from the previous Council meeting pertained to the Department of Environmental Quality (DEQ) approving the storm water retention ponds from the seven lots. He asked if that has been granted. City Planner Broadie explained that City Sanitarian Mike Rinaldi, who has approval to review storm drainage for DEQ, would need to address that issue.

Bruce Larson, 18 S. Strevell, stated that M&L Enterprises had asked if he would attend the Council meeting on their behalf. He explained that

historically new developments have been built through Special Improvement Districts (SID). The developers are asking to meet with the City Attorney Rice to have him explain the laws to them. The developers would like to set up a meeting to discuss this matter. Bruce Larson will have their attorney contact City Attorney Rice to set up the meeting.

RESOLUTION NO. 3580: A Resolution Authorizing The City Of Miles City To Enter Into A Construction Agreement With Western Municipal Construction, Inc., A Montana Corporation, For Construction Of Strevell Area Street And Water Improvements

** *Councilperson Brush moved to approve the Resolution, read by title only, seconded by Councilperson Hollowell. Upon roll call vote, motion passed unanimously, 7-0*

RESOLUTION NO. 3577: Star Printing Contract

** *Councilperson Brush moved to approve the Resolution, seconded by Councilperson Partridge. Upon roll call vote, motion passed unanimously, 7-0*

Recommendation from 3/5/13 Public Service Committee to allow Keith Leininger, 422 Missouri, to construct a fence 4' from the curb on 5th Street and along the sidewalk on Missouri Street on City right of way.

** *Councilperson Partridge moved to approve the above recommendation, seconded by Councilperson Melnik.*

Director Kelm asked if the recommendation could be changed to have Mr. Leininger build a fence 6 feet from the curb, since the City requires by Ordinance 6 foot sidewalks.

** *Councilperson Partridge moved to amend the recommendation to allow Mr. Leininger to build a fence 6 feet from the curb, seconded by Councilperson Melnik. Upon roll call vote, motion passed 6-1, with Councilperson Andrews voting nay.*

** *Upon roll call vote, the original motion passed 6-1, with Councilperson Andrews voting nay.*

Recommendation from 3/5/13 Public Service Committee to bring forward to the March 12th Council Meeting a request from Kiwanis' for donations for Wibaux Park Shelter project.

****** *Councilperson Andrews moved to approve the above recommendation, seconded by Councilperson Partridge.*

John Menyhart, 1820 Main, and Brandon Janshen, 604 S Center, were representing the Kiwanis Club and explained their proposal to repair the Wibaux Park shelter. They wish to update the shelter and associated needs at the park. The Kiwanis Club is paying for Phase I, which includes power washing the deck, repainting the shelter, signage and new soap dispensers. Phase II consists of replacing exterior outlet covers, replacing hand dryers and one exhaust fan. They would like the City to contribute Phase II, which is estimated at \$700. Director Kelm noted that the outlet covers have already been replaced.

Mr. Menyhart said the Kiwanis Club is asking for donations from the public since it is the most heavily used City park. They will run a newspaper ad explaining the project and asking for donations. They will have a barbeque in the park after the Bucking Horse Sale and will be taking donations then, also.

****** *Upon roll call vote, Councilperson Andrews' motion passed unanimously, 7-0.*

Recommendation from 3/6/13 Human Resource Committee to adopt the Employee Performance Evaluation form and the Employee Performance Self Evaluation form for use for this current year, excluding the Police Department

****** *Councilperson Uden moved to approve the above recommendation, seconded by Councilperson Brush.*

Councilperson Uden explained that the City does not have a standard employee evaluation form and he has provided the Council a generic form that he wants adopted. He feels it can be utilized by of all departments.

Fire Chief Berg explained that the Self-Evaluation form is used by the employee to set goals and determine where they want to be in five years. Councilperson Andrews explained that he did not see the form as an evaluation

form but as a Program Plan that aids in determining where the employee wants to be in five years. An evaluation typically is an employee's performance for a year.

Councilperson Partridge stated that he was evaluated once and sometimes twice a year. He said that sometimes people doing the evaluations spend a great deal of non-productive time preparing for and performing them. Employees will find them a waste of time. Many times the evaluator does not understand the job being evaluated. If you are looking for employee improvement, a private conference works better. If you are looking for a way to fire an employee, having a complete antidotal record will work best.

*** Upon roll call vote, Councilperson Uden's motion passed 6-1, with Councilperson Partridge voting nay.*

Recommendation from 3/6/13 Human Resource Committee that all City employees have a completed Performance Evaluation within 2 months.

*** Councilperson Brush moved to approve the above recommendation, seconded by Councilperson Uden.*

Councilperson Uden noted that most City employees, excluding the police department, have not had performance evaluations. Mayor Grenz completed department head employee evaluations last Friday. Councilperson Uden is requesting employee evaluations be completed in the next two months.

Councilperson Andrews is concerned about the two month time limit. He noted that the Public Works Director position has not yet been filled, therefore, the bulk of the reviews will fall to Director Kelm.

Director Kelm asked if anyone has checked with the City's unions to determine if the unions have a problem with the evaluations and how they will be conducted.

Councilperson Uden stated that if the union employees have a problem doing them, then it falls back on Director Kelm. Director Kelm noted that he has a full schedule with the Wastewater Plant project, the North Haynes Lift Station project, the Strevell Street project, the swimming pool project and the water/sewer capacity study. He will give it his best, but his plate is full. No

one has checked with the unions to determine if a union foreman can evaluate union employees.

Councilperson Ahner noted that he does not recall that the union contract prohibits the above. City Attorney Rice will research this matter. Human Resource/Payroll Officer Burkhalter stated that City policy states that the department heads will do the evaluation.

Fire Chief Berg stated that the Local 600 union has their shift supervisor or captains evaluate their employees due to the fact that the foremen go on calls with their employees and not the Fire Chief. Therefore, they are more knowledgeable about their performance. Fire Chief Berg then reviews the evaluations.

*** Councilperson Brush's motion passed, 6-1, with Councilperson Partridge voting nay.*

Recommendation from Finance Committee – Approve purchase of plotter & software

Councilperson Ahner explained that at the last Council meeting the Council had approved by motion to purchase the plotter and software for a total of \$21,250. Director Kelm was going to check with the vendor about the cost to place the software on the server. The City will be able to purchase the plotter, software and an additional three licenses that will be placed on computers instead of the server.

*** No action was necessary, since the costs will be under the \$21,250 approved at the last council meeting.*

Approval of February Claims

*** Councilperson Melnik moved to approve the February claims, seconded by Councilperson Brush. The motion passed unanimously, 7-0.*

ADJOURNMENT

*** Mayor Grenz adjourned the meeting.*

The meeting was adjourned at 8:40 p.m.

C.A. GRENZ, Mayor

Becky Stanton, City Clerk

Finance Committee Meeting March 7, 2013

The **Finance Committee** met March 7, 2013, at 12:00 p.m. in the City Hall Conference Room. Present were Chairperson Mark Ahner, Committee Members John Uden, Bill Melnik and Roxanna Brush. Also present were Councilpersons Jerry Partridge and Councilperson Sue Galbraith.

Also present were Mayor C. A. Grenz, Public Utilities Director Al Kelm, Grant Administrator Dawn Colton and Recorder City Clerk Becky Stanton.

Funding of Tatro Street Project

Steve Heidner, Project Manager for the Montana Department of Transportation (MDOT), explained that the department had questions for the City of Miles City on the Tatro Street Project. The project is scheduled to be let out for bid in August or September of 2013 with construction to start in 2014. The MDOT needs to have answers right away so this project does not get bumped from the current schedule.

Chairperson Ahner asked what amount the City has in the Urban Transportation Fund at the present time. These funds are used for roads. In the Urban Transportation Fund currently, there is approximately \$1.0 million available and the City/County will receive \$250,000 a year for a 5 year period. The total will be about \$2.5 million. The Tatro project costs are estimated to be \$2.0 million for construction and \$400,000 for engineering. Public Utilities Director Kelm mentioned that utility relocation is going to be more than first predicted.

Project Manager Heidner started asking the questions that MDOT needed answered. The first was what direction the City/County wants to go on sidewalk replacement along Milwaukee Street, and whether they want to only do what is necessary for ADA. It goes along with the second question, which was whether the City wants to use CTEP funds for sidewalk replacement/installation.

The total eligible expenses for CTEP are \$335,000. Custer County has approximately \$230,000 and the City of Miles City has approximately \$364,000 in CTEP funds. These funds are used for curb, gutter and sidewalks. The match is 13.42%. It can be a community match but it needs to be non-federal funds. It does not need to be specifically City or County funds. The County can donate its funds to the City. After this year, unpledged CTEP funds will start to revert back to the State's General Fund and these funds will not be available to be dedicated to our community. As long as the City or County has plans to use the money, it will not revert back.

Director Kelm has visited with County Commissioners Kevin Krausz and Keith Holmlund, who mentioned that the County would give its portion of the CTEP funds to

the City because the County currently does not have the funds for its share of the required match.

Chairperson Ahner noted that the Council wants sidewalks from Highway 59 North to Woodbury Street. Custer County has sufficient right of way for sidewalks on the north side of the road. The project can move forward with the current right of way. The sidewalks and lighting from Highway 59 North to Woodbury Street are in the current cost estimate.

Project Manager Heidner stated that MDOT needed to talk to the land owners about right-of-way for sidewalks on both sides of Tatro Street. The community desired sidewalks on both sides of the street.

Director Kelm suggested replacing all sidewalks along Milwaukee Street. The cost to replace the sidewalks along Milwaukee Street will cost \$70,000. A poll was taken of the Councilpersons in attendance and they all agreed to replace the sidewalks on Milwaukee.

Director Kelm also explained that trees in the boulevard are heaving many of the sidewalks and will need to be removed.

MDOT District Administrator Shane Mintz stated that MDOT needed a letter from both the City and the County explaining their desire to utilize CTEP funds. Director Kelm will draft the letter.

The third question was what does the City desire for pavement markings on this street. The City will epoxy paint the crosswalks and school handicap parking spots. There will not be centerlines painted on these streets as there are not any other streets with centerlines.

The fourth question was concerned with the possibility of vertically adjusting fire hydrants. If there are any fire hydrants that need to be adjusted, the City crews will operate the valves.

The fifth issue addressed Project Manager Heidner's understanding that there will not be any new water or sewer lines installed ahead of this project, since the City would not be able to fund it. Director Kelm verified that.

The sixth question addressed some large trees in the boulevard along Milwaukee Street that may be impacted by the project, which would move the curb out 2 feet on each side of the street. There was discussion on removing and planting trees along Milwaukee Street. Grant Administrator Colton noted that if the City has to remove the trees, Keep Miles City Beautiful would be willing to replant them.

Custer County is willing to give its CTEP funds to the City of Miles City, as long

as the City pays for the match.

Request of Citizens

-None

* * *Committee Member Uden moved to adjourn the meeting, seconded by Committee Member Melnik. The motion passed unanimously.*

The meeting was adjourned at 12:53 p.m.

Respectfully Submitted:

Chairperson Mark Ahner

City Clerk Becky Stanton

**Finance Committee Meeting
March 20, 2013**

The **Finance Committee** met March 20, 2013, at 6:00 p.m. in the City Hall Conference Room. Present were Chairperson Mark Ahner, Committee Members John Uden, Bill Melnik and Roxanna Brush and Councilperson Sue Galbraith.

Also present were Mayor C. A. Grenz, City Planner Dianna Broadie, Historic Preservation Director Connie Muggli and Recorder Deputy City Clerk Connie Watts.

Review Bids for Lease of City Property at Industrial Site

Five proposals were received for the leasing of Lots 28-32, Tract E, of the Industrial Site, as set out on the attached spreadsheet. Nolley's Welding was the high bidder at \$1,850 per year for each lot.

*** After brief discussion, Committee Member Brush moved to recommend acceptance of the proposal from Nolley's Welding, seconded by Committee Member Uden and passed unanimously, 4-0.*

Review Draft of FY 2012-2013 Interlocal Agreement with Custer County

Chairperson Ahner said he had visited with the County Commissioners, and they have asked for a couple of small revisions in the draft Agreement, as follows:

P.2, Section 4: COMPENSATION FOR SERVICES: Paragraph A: 2nd Sentence: "This contract is for inspection services only and does not include repairs or maintenance, except as noted below."

4th Sentence: "County shall have the responsibility of conducting reimburse the City for any necessary repairs or maintenance."

P. 4, Section 8: TERMINATION: "This Agreement.....June 30, 2013; however, by mutual written consent of the City and County, this Agreement may be extended by an additional sixty (60) days.

Chairperson Ahner said the Commissioners have indicated that they are prepared to accept this Agreement, and could adopt it at their meeting on March 28th, if the City Council approves it on March 26th.

*** After brief discussion, Chairperson Ahner moved to recommend adoption of the draft Interlocal Agreement for FY 2012-2013, with the changes previously discussed, and that a resolution to that effect be presented at the next Council meeting. The*

motion was seconded by Committee Member Melnik and passed unanimously, 4-0.

Discussion of Preliminary Fee Schedule for Historic Preservation Services

Director Muggli's intent is to try to establish funding that would increase the visibility of the efforts and actions of the Historic Preservation Office. Other than grants, she is proposing to bring in additional revenue by charging for services of the Historic Preservation Office. She also talked about credits for businesses, as well as environmental clean-up funds that may be available for historic properties. She is also going to explore the possibility of finding a grant for funding the Historic Preservation Office.

Director Muggli guided the Committee through two spreadsheets that she distributed -- the Budget Analysis Projections for 2013 and the Proposed Budget for 2013-2014.

Tax credits for businesses, she said, are almost dollar for dollar of the cost of construction, and are available as soon as construction is completed. All of the historic buildings in the Historic District in Miles City are eligible for the tax credits.

All of Riverside Park is considered a significant property with respect to the Main Street Historic District, as it was the Ft. Keogh ferryboat landing.

These facts are unknown to most people. Director Muggli reiterated that these are the types of things the Historic Preservation Commission wants to let people know about. There is no funding, however, for any type of publicity, which is why she is looking at different revenue options. She will meet with the Commission to work on adopting a fee schedule.

Discussion of Swimming Pool Facility

Chairperson Ahner noted that the City has set aside \$15,000 in the Capital Improvement Program for roofing for the bath house, and Sigrid Laird has collected almost \$10,000 for improvements. Mrs. Laird is concerned that, if no progress is made on the swimming pool improvements, she will have to return the donations.

Chairperson Ahner directed the committee's attention to the handout, Page 1 of which is a "contractor's letter" and which sets out the specifications for the roof. The second page is a listing of the local building and roofing contractors. Director Allen Kelm has sent this letter out to the contractors on the list. If anyone has any other contractors he or she feels should be notified, Chairperson Ahner asked that Director Kelm be contacted.

Committee Member Uden asked Director Muggli if there might be anything available to help with the renovation of the swimming pool. Ms. Muggli will do some

exploration in this regard. Mr. Uden also wondered if City Hall might qualify for some historic funding. Ms. Muggli noted that CTEP has a historic preservation category and some City properties might be eligible for funding through that category.

Request of Citizens

-None

Adjournment

Having no more business to come before the Committee,

* * *Committee Member Uden moved to adjourn the meeting, seconded by Committee Member Melnik. The motion passed unanimously.*

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

Respectfully Submitted:

Chairperson Mark Ahner

Deputy City Clerk Connie Watts

LEASE PROPOSALS FOR LOTS 28-32, TRACT E, INDUSTRIAL SITE

Bidder	28		29		30		31		32	
	Per sq ft	Total	Per sq ft	Total	Per sq ft	Total	Per sq ft	Total	Per sq ft	Total
1. Thomas Moore Trucking					\$0.0325	\$942.50				
2. Thomas Moore										942.50
3. DBA Wiley Trucking										
Curt Wiley										
Center Ag Supply, LLC	\$0.0325	\$942.50	\$0.0325	\$942.50						
Jeremy Kueffler										
4. Nolley's Welding	\$0.0638	\$1,850.00	\$0.0638	\$1,850.00	\$0.0638	\$1,850.00	\$0.0638	\$1,850.00	\$0.0638	\$1,850.00
Greg Kmetz										
5. Stabler Steel, LLC	\$0.0150	\$435.00	\$0.0150	\$435.00	\$0.0150	\$435.00	\$0.0150	\$435.00	\$0.0150	\$435.00
Ken Stabler										

Bid Award

RESOLUTION NO. 3584

A RESOLUTION OF INTENT TO ANNEX PURSUANT TO TITLE 7, CHAPTER 2, PART 45 MCA, CERTAIN LANDS WHOLLY SURROUNDED BY THE CITY OF MILES CITY, MONTANA, TO-WIT: LOTH SPEICH MINOR SUBDIVISION TOGETHER WITH TRACT 1 OF STOLZ TRACTS IN SECTION 34, TOWNSHIP 8N, RANGE 47E, CUSTER COUNTY, MONTANA.

WHEREAS, pursuant to Title 7, Chapter 2, Part 45, Montana Code Annotated, the City of Miles City may include as part of the city any platted or unplatted tract or parcel of land that is wholly surrounded by the city upon passing a resolution of intent, giving notice, and passing a resolution of annexation.

AND WHEREAS, such an area as described below is wholly surrounded by the City.

AND WHEREAS, in the judgment of the City Council of the City of Miles City, Montana, it is in the best interests of the City that the boundaries of the City be extended to include the following described platted tracts and parcels within the corporate limits of the City of Miles City:

Lothspeich Minor Subdivision together with Tract 1 of Stolz Tracts in Section 34, Township 8 N, Range 47E, Custer County, Montana.

AND WHEREAS, the area to be considered for annexation hereunder is not a part of any incorporated city or town, and no portion of the area is used for agricultural, mining, smelting, refining, transportation, or any industrial or manufacturing purpose; or for the purpose of maintaining or operating a golf or country club, an athletic field or aircraft landing field, a cemetery, or a place for public or private outdoor entertainment or any purpose incident thereto;

AND WHEREAS, pursuant to §7-2-4506, the City of Miles City has provided the plan for provision of services to such petitioned area of annexation as provided in Exhibit "B", attached hereto and made a part hereof;

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

1. That it intends to extend the boundaries of the City of Miles City, Montana to include the following described real property, to-wit:

Lothspeich Minor Subdivision together with Tract 1 of Stolz Tracts in Section 34, Township 8 N, Range 47E, Custer County, Montana.

2. A description of the boundaries of the area annexed hereby is set forth in Exhibit "A" attached hereto and made a part hereof.

3. The plan has been made for the provision of services to the area annexed hereunder, attached hereto as Exhibit "B".

4. That the City Clerk whose address and phone are P.O. Box 910, Miles City, Montana 59301 and 406-874-8602, shall give written notice of the passage of this resolution to each registered voter within the above described territory, and shall publish notice in the Miles City Star that this resolution has been passed and that for a period of twenty (20) days after the first publication of the notice, the City Clerk shall accept written comments approving or disapproving the proposed extensions of the boundaries of the City of Miles City from registered voters and landowners in the area proposed to be annexed, and that such comments will be heard at the regularly scheduled meeting of the City Council in the Council Chambers at City Hall, 17 S. 8th Street, Miles City, Montana on 23rd day of April, 2013 at 7:00 p.m.; and

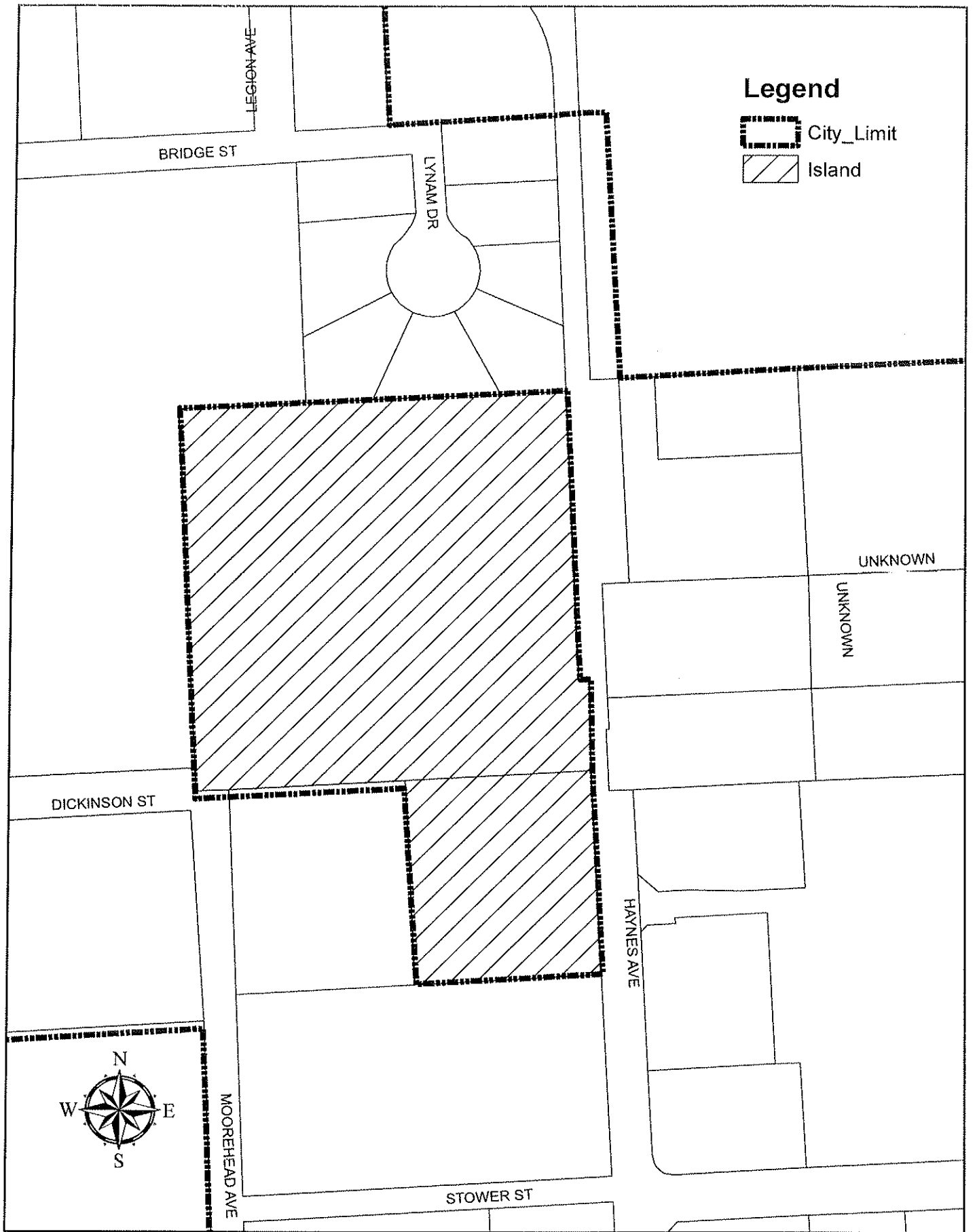
5. Such notice shall be published twice with at least 6 days separating each publication and shall comply with all applicable requirements of 7-1-4127 MCA.

**SAID RESOLUTION PASSED AND ADOPTED BY A DULY CONSTITUTED
QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA,
THIS 26th DAY OF MARCH, 2013.**

C. A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk



Legend

-  City Limit
-  Island

Island Annexation Site

Exhibit A to Resolution No. _____

CAPITAL FACILITIES PLAN FOR
LOTSPIECH MINOR AND LOT 1 OF STOLZ TRACTS
ANNEXATION

Pursuant to MCA 7-2-4732, a long-range plan for extension of services must show anticipated development a minimum of 5 years into the future and showing how the municipality plans to extend services for territory to be annexed. The following is a 5 year plan for the annexation area known as the Lotspiech Minor Subdivision and Lot 1 of Stolz Tracts.

The following services will be provided at substantially the same level of service as the rest of the City.

Police

The area is currently served by the County sheriff. The Miles City police department would assume jurisdiction. There would unlikely to be a significant change in immediate workload as there are no streets associated with the area and only one existing business. Within 5 years, new businesses could be constructed on 3 lots of the subdivision. In order to fully use all three lots in commercial use, the zone line must be moved. An application for that has been submitted. The back portion of the subdivision is zoned for multifamily. The County subdivision application stated that this lot was to be granted to MCC for parking but to date this has not occurred and it would have to be assumed that multifamily could be constructed under the Residential C zoning.

Fire

The lot is currently vacant and would come under the Custer County Fire Department. The fact that it is wholly surrounded by the City has the potential to create confusing response areas. The cost of service would be low because of the vacant status and any new development would have to meet current fire and building codes. If development occurred in the next five years there eventually would be additional tax revenue to fund fire services as that development came on the tax roll.

The annexation area is not included within the boundaries of any fire district organized under the authority of MCA 7-33-2101.

Solid Waste

Miles City Sanitation is a private company that provides solid waste services in Miles City and the extended area. Service is currently provided to the territory and it is anticipated that this service will continue for a period of 5 years or more in accordance with MCA 7-2-4736. The Custer County landfill serves the needs of both Miles City and the greater unincorporated area. At the current time it is estimated that there is capacity for the next 5 years.

Streets & street maintenance

The Stolz tract is accessed directly via two entrances to the parking lot of Frank's Body Shop that is located on the property. There are no public streets. The subdivision recorded 60 foot easements, on the southmost section of the property labeled as private streets but has not created any improvements to create such streets. Likewise a 60 foot easement has been recorded on Lot

D on the east edge. Because there are no streets on the Stolz parcel and because the subdivision easements are recorded as private streets, there will be no city maintenance.

The following is a description of the remaining services shall be provided including any future extensions and method of financing such extensions.

Water

It is expected that water service would be provided by a connection on the southwest corner of the subdivision. Should development occur within the next five years it is anticipated that there is sufficient capacity for such development, however no provision for utility easements where required at the time of platting. The City would require such easements prior to providing service. Currently the portion of the site known as Stolz tracts is served by a private well.

Sewer

The site currently lies within the boundary of the Custer County Water and Sewer District. The Stolz tract is currently being served by City sewer. Connection is likely to occur directly to the City system and sufficient capacity within the next five years.

At the present time there is no plan for the transfer of territory from the Custer County Water and Sewer District to the City and service would continue to be provided as per agreement between the two entities.

Extension of Streets

The extension of Dickinson would have provided for a more gridded street system. However, there are no records to show that a portion of Dickinson south of the college was ever dedicated as City ROW. Additionally, the fact that the County recently allowed the easements to be recorded as private streets further erodes the City's ability to provide for this street connection.

Therefore, it is unlikely that the City would have to provide for any street extension.

Storm Water

Storm water for the site is either is currently handled by an MDOT storm pipe facility or would be if future development takes place on the subdivision. It is anticipated that storm water conveyance would continue to be provided by MDOT in the next 5 years. Should the site develop in that period it would require MDOT approval for additional use.

Financing Plan for providing City services to the area of annexation

There would be a capture of additional revenues based on City taxes, however these would be some offset for the cost for the provision of police and fire service to the annexation area. There should be no change in demand for other City services so this tax base should cover any anticipated service delivery. Due to the existing agreement with Custer County Water and Sewer District there would be no difference in revenue based on utility service.

RESOLUTION NO. 3585

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH CUSTER COUNTY, MONTANA FOR THE PROVISION OF SERVICES FOR FY 2012-2013

WHEREAS representatives of the City of Miles City and representatives of Custer County, Montana have negotiated the terms, conditions and compensation for the provision of services between the entities for Fiscal Year 2012-2013;

AND WHEREAS, the terms, conditions and compensation for such services are set forth in the Interlocal Agreement attached hereto as Exhibit "A";

AND WHEREAS, the City Council finds that the terms, conditions and compensation provided for in the Interlocal Agreement attached hereto as Exhibit "A" are in the best interests of the City;

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

1. It does hereby authorize, approve and ratify the Interlocal Agreement for Services for FY 2012-2013, attached hereto as Exhibit "A" and made a part hereof, between the City of Miles City, Montana and Custer County, Montana;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Interlocal Agreement 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 authorized and directed to take all future actions necessary to carry out the terms of the Interlocal Agreement.
4. Upon execution of the Interlocal Agreement by all parties, the City Clerk shall file one fully executed original in the records of the City of Miles City and shall transmit to the Custer County Clerk and Recorder two certified copies of this Resolution together with two fully executed originals of the Agreement. The Clerk shall thereafter verify that executed originals of this Agreement have been filed with the Custer County Clerk and Recorder and the Montana Secretary of State.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 26TH DAY OF MARCH, 2013.

C.A. GRENZ, Mayor

ATTEST:

REBECCA STANTON, City Clerk

Exhibit A to
Res 3585

MILES CITY/CUSTER COUNTY
INTERLOCAL AGREEMENT FOR SERVICES FY 2012-2013

This **AGREEMENT** entered into this _____ day of _____, 2013, effective the 1st day of July, 2012, by and between **CUSTER COUNTY, MONTANA**, a political subdivision of the State of Montana, hereinafter referred to as "**COUNTY**", and the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, hereinafter referred to as "**CITY**".

WHEREAS, in the interests of economical provision of services to the citizens of the above political subdivisions, it is to the advantage of both parties to contract for one to provide services to other rather than duplicate services;

AND WHEREAS, the parties have conferred and determined which entity should supply which services and have negotiated reasonable compensation for those services;

AND WHEREAS, the provisions of Title 7, Chapter 11, Part 1, MCA, permit public agencies to contract with other public agencies for the provision of services,

NOW, THEREFORE, IT IS HEREBY AGREED AMONG THE PARTIES AS FOLLOWS:

1. TERM OF AGREEMENT:

This Agreement shall be in effect for a period of twelve months, commencing at midnight on June 30, 2012, and terminating at midnight on June 30, 2013.

2. SCOPE OF SERVICES:

The **CITY**, in consideration of the sums to be paid herein by the **COUNTY** and the services to be supplied to it by the **COUNTY**, shall provide to the **COUNTY** during the term of this Agreement those services listed in Exhibit "A" attached hereto and made a part hereof by reference. The **COUNTY**, in consideration of the services to be supplied to it by the **CITY**, shall provide to the **CITY** during the term of this Agreement those services listed in Exhibit "B" attached hereto and made a part hereof by reference.

3. METHOD OF PROVIDING SERVICES:

Services shall be provided by the City to the County in accordance with written Standard Operating Procedures and protocols then in effect at the commencement of the term of this Agreement. Upon request of County, City shall provide County a copy of such procedures and protocols. During the term of this Agreement, the City shall not alter, amend, supplement, or revoke such Standard Operating Procedures and protocols without the prior written consent of the County. Excepted are EMS medical protocols developed by the State of Montana. In providing Central Dispatch services hereunder, City will comply with all applicable

requirements of Title 10, Chapter 4 Montana Code Annotated "State Emergency Telephone System".

4. COMPENSATION FOR SERVICES:

In addition to providing to the CITY the services listed in Exhibit "B", the COUNTY shall pay to the CITY for the provision of the services listed in Exhibit "A" by the CITY the following sums:

A. Bullard Street Sanitary Lift Station Inspections

Such inspections shall be conducted daily in accordance with the same procedures utilized by City in inspection of sanitary lift stations owned by City. This contract is for inspection services only and does not include repairs or maintenance except as noted below. City will promptly notify County of any need for repairs or maintenance observed from its inspections. County shall reimburse the City for any necessary repairs or maintenance. County shall pay for all electricity utilized by the Bullard Street Sanitary Lift Station and shall maintain such electrical account in County's name.

The sum of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) payable in equal quarterly installment of Three Hundred Seventy Five and no/100 Dollars (\$375.00) per quarter, the first installment due on September 25, 2012, and each quarterly installment on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement.

B. Water at County Fairground

This is solely a service to provide water and City shall have no obligation to load or otherwise provide labor in connection with this service. City shall provide potable water and no metering shall be required. Provided, however, that City may install such meters as it may desire to monitor the water utilization. Water is provided for use solely upon the County Fairgrounds. Water shall not be transported off the County Fairgrounds and County shall not sell any water provided under this Agreement nor permit anyone to transport City water off of the County Fairgrounds without the advance written permission of City.

The sum of Three Thousand Eight Hundred Nineteen and no/100 Dollars (\$3,819.00) payable in equal quarterly installment of Nine Hundred Fifty Four and 75/100 Dollars (\$954.75) per quarter, the first installment due on September 25, 2012, and each quarterly installment due on the 25th day of each quarter, (December, March, June) thereafter during the term of this agreement.

C. Central Dispatch

Twenty-five percent (25%) of the City's Net Central Dispatch Budget for FY 2012-2013, payable in four equal quarterly payments, commencing on September 25, 2012, and on the 25th day of each quarter (December, March, June) thereafter.

Net Central Dispatch Budget shall mean the gross Central Dispatch Budget less

911 Operating funds received from the State of Montana pursuant to Title 10, Chapter 4, MCA (State Emergency Telephone System). The calculated result of this formula is the sum of Sixty One Thousand Five Hundred Forty Eight and no/100 Dollars (\$61,548.00).

D. Animal Control Services.

The City shall bill the County quarterly for Animal control Services provided by the City, including the actual costs of impounding, boarding, quarantine, euthanasia, and capture of potentially dangerous animals (vicious dogs, rabid mammals). The first billing shall be due on the 25th day of September 2012, and each successive billing on the 25th day of each quarter, (December, March, June), thereafter during the term of this Agreement. The following costs will serve as the basis for bills submitted to the county:

Impound fee:	\$5.00
Daily Boarding Fee:	\$10.00
Euthanasia fee:	\$12.00 to \$30.00 (Dependent on size).
Quarantine:	\$5.00 impound fee plus \$10.00 daily boarding fee for 10 days.

Capture of Potentially Dangerous Animal:

Actual costs of animal control Officer:
(\$26.30 per hour, plus vehicle expense/
mileage of \$.55 a mile).

E. Ambulance Services

Ambulance services provided by the City, the actual costs of 911 dispatch calls outside the City limits but within the boundaries of Custer County will be billed to the County on a quarterly schedule. The first billing due on the 25th day of September 2012, and each successive billing on the 25th day of each quarter (December, March, June) thereafter during the term of this Agreement.

Actual costs are compiled based on \$100.00 hour, per unit dispatched, (ambulance, rescue vehicle, etc.); a summary of all county ambulance/rescue runs will be submitted with the billing.

F. Booking Services

Booking services provided by the County to the City for FY 2012-2013 will be billed and payable in four quarterly payments, commencing on September 25, 2012, and on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement. The City Agrees to compensate the County \$30.00 for each person booked (finger printed, photographed, etc.,) as the Miles City Police Department or City Judge determines necessary.

5. CONTINGENCY OF CONTRACTING WITH LIBRARY BOARD OF TRUSTEES

The CITY'S obligation to provide services hereunder is contingent upon the COUNTY having entered into a written contractual agreement with the Board of Trustees of the Miles City Library for the Library to provide library services for FY 2012-2013 to County residents who do not live within the City limits in return for a payment from the COUNTY to the Library of a sum satisfactory to the Board of Trustees of the Miles City Library.

6. APPROPRIATIONS:

Each party agrees to appropriate sufficient funds within its budgets to provide the services and to pay the compensation provided for herein during the term of this Agreement.

7. AUTHORIZATION:

Each party, by execution of this Agreement, covenants that it is authorized to enter into this Agreement and that its governing body has give all notice and taken all actions necessary to approve such Agreement and to bind the party to the terms of this Agreement.

8. TERMINATION:

This Agreement shall terminate and be of no further force and effect as of midnight on June 30, 2013; however, by mutual written consent of the City and County, this agreement may be extended by an additional sixty days.

9. DEFAULT

If either party shall fail to promptly keep and perform any affirmative obligation of this Agreement or shall perform some act prohibited under this Agreement, and if such party shall continue in such default for a period of thirty (30) days after written notice of such default by the non-defaulting party to the defaulting party, in the manner provided in Section 10, below, then the non-defaulting party may pursue any remedy provided by the laws of the State of Montana, or may declare this Agreement terminated.

10. NON-WAIVER.

The failure of a party to claim a default or breach under this Agreement shall not be deemed a continuing waiver of such default or breach, nor shall any waiver of default or breach by any party be construed as a waiver of other or any subsequent default or breach.

11. NOTICE.

If at any time after the execution of this Agreement, it shall become necessary or convenient for one of the parties to serve any notice upon the other party, such notice shall always be in writing, signed by the party serving the same, or their counsel, and deposited in registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

CITY: C.A. Grenz, Mayor
P. O. Box 910
Miles City, Montana 59301

COUNTY: Keith Holmlund, Chairperson
Board of County Commissioners
Custer County Courthouse
1010 Main Street
Miles City, Montana 59301

or to such address as either party may furnish to the other in writing as the place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time the same is deposited in the United States mail with proper prepaid postage affixed. In addition to service by mail, service may be made personally upon either the CITY, by service upon its Mayor or President of its City Council, or the COUNTY, by service upon any of its County Commissioners. The date of personal service shall be the date the notice is personally served upon City or County.

12. TIME OF THE ESSENCE.

Time is of the essence of this Agreement and all acts required to be performed hereunder shall be performed on or before the date specified.

13. PARAGRAPH HEADINGS.

The paragraph headings herein contained are for convenience of the parties only and do not define, limit or construe the contents of such paragraphs.

14. NON-DISCRIMINATION

In compliance with §49-3-207 MCA, all hiring must be on the basis of merit and qualifications and there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by either party performing this Agreement.

15. APPROVAL OF GOVERNING BODIES REQUIRED

This Agreement shall not become effective until approved by appropriate resolution by the City Council of the CITY and by appropriate resolution of the Board of Commissioners of the COUNTY.

16. RESPONSIBILITY FOR REPORTS AND PAYMENT OF RETIREMENT SYSTEM CONTRIBUTIONS.

The CITY shall be responsible for reports and payment of retirement system contributions pursuant to §19-2-506 for CITY employees utilized in performing services under this Agreement. The COUNTY shall be responsible for reports and payment of retirement system contributions pursuant to §19-2-506 for COUNTY employees utilized in performing services under this Agreement.

17. NON-APPLICABILITY OF PORTIONS OF §7-11-105 MCA

The following subsections of §7-11-105 MCA are not applicable to this Interlocal Agreement for the following reasons:

Subsection (5) in that no property will be jointly acquired under this Agreement;

Subsection (6) in that the agreement will be administered by the Mayor for the CITY and the Board of Commissioners for the COUNTY and a separate administrator or board is not necessary;

Subsection (7) in that no real or personal property will be jointly acquired under this Agreement;

Subsection (8) in that there will be no shared employment under this Agreement.

18. EXECUTION AND FILING.

This Agreement shall be executed in triplicate originals, with one fully executed original being filed with the Custer County Clerk and Recorder, one fully executed original being filed with the Miles City City Clerk, and one fully executed original being filed with the Montana Secretary of State.

19. INDEMNITY.

City agrees to indemnify, defend and hold County harmless from any liability, damages or claims arising out of City's intentional or negligent acts or omissions in City's performance of the services it is providing to County under this Contract except as to any liability, damages or claims arising solely out of the intentional or negligent acts or omissions of County, its officers, employees, or agents. County shall indemnify, defend and hold City harmless from any liability, damages or claims arising out of the intentional or negligent acts or omissions of County in County's performance of the services it is providing to City under this Contract except as to any liability, damages or claims arising solely out of the intentional or negligent acts or omissions of City, its officers, employees or agents.

CITY OF MILES CITY

By: _____

C.A. Grenz, Mayor

Dated: _____

CUSTER COUNTY, MONTANA

By: _____
Keith Holmlund, Commissioner

Dated: _____

By: _____
Vicki Hamilton, Commissioner

Dated: _____

By: _____
Kevin Krausz, Commissioner

Dated: _____

EXHIBIT "A"

1. SERVICES

- a. Bullard Street Lift Station
- b. Fairgrounds Water
- c. Central Dispatch Services
- d. Animal Control Services within the exterior boundaries of Custer County.
- e. Ambulance Service within the exterior boundaries of Custer County

Initialed by parties to indicate review & agreement with this Exhibit:

CUSTER COUNTY: _____ DATE: _____
Keith Holmlund, Chairperson

CITY OF MILES CITY: _____ DATE _____
C.A. Grenz, Mayor

EXHIBIT "B"
SERVICES TO BE PROVIDED TO THE CITY BY THE COUNTY

1. SERVICES

- a. Provision of space, free of rent, to the CITY for operation of Central Dispatch at the Emergency Operating Center.
- b. The County will provide booking services for individuals referred by the Miles City Police Department or the City Judge.

Initialed by parties to indicate review & agreement with this Exhibit:

CUSTER COUNTY: _____ DATE _____
Keith Holmlund, Chairperson

CITY OF MILES CITY: _____ DATE _____
C.A. Grenz, Mayor