

AGENDA

*Regular Council Meeting
City Council Chambers*

*April 23, 2013
7:00 p.m.*

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

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- | | | |
|----|-------------------------|-----------|
| a. | City Council | 4/09/2013 |
| b. | Human Resources | 4/04/2013 |
| c. | Finance Committee | 4/10/2013 |
| d. | Flood Control Committee | 4/11/2013 |
| e. | Finance Committee | 4/17/2013 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

Airport Commission:	Paul Grutkowski Patrick Lifo
Historic Preservation Commission:	Derrick Rodgers

5. PROCLAMATIONS

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. PUBLIC HEARINGS

RESOLUTION 3586: A Resolution Pursuant To Title 7, Chapter 2, Part 45 MCA, Annexing 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 N, Range 47E, Custer County, Montana.

10. OLD BUSINESS

11. BID AWARD

BID OPENING

12. NEW BUSINESS

- a. **RESOLUTION NO. 3586:** A Resolution 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. **ORDINANCE NO. 1254:** An Ordinance Revising Section 2-351 of the Code of Ordinances of the City of Miles City, Montana, so as to Call for the Preservation Officer to be Under the Supervision of the Mayor
- c. **Decision on Preliminary Plat of the Amended Plat of Lot F-1 of Horizon Park Subdivision** (Bobcat Building Site)
- d. **RESOLUTION NO. 3588:** A Resolution Of Intent To Create A Special Improvement District Number 211, To Improve And Pave Certain Portions Of Arrowhead Lane, Including Curb And Gutter, Within The Southgate Meadows Subdivision In Miles City, Montana.
- e. **RESOLUTION NO. 3589:** A Resolution Authorizing the City of Miles City to Contract with Dennis Hirsch for Building Inspection Services for Fiscal Year 2013-2014.
- f. **Recommendations from Finance Committee:**
Approval to Bid Janitorial Contracts for City Hall, Shop, Library and Police Department
- g. **Request for Qualifications for Five-Year Retainer of Engineering Firms**
- h. **RESOLUTION NO. 3590:** A Resolution Authorizing The City Of Miles City To Enter Into A Contract For The Construction Of A Roof Over The Natural Oasis Building With Ian Seabolt D/B/A Seabolt Construction

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

**April 9, 2013
7:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, April 9, 2013, in the 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, Mark Ahner, Jerry Partridge, John Uden, Bill Melnik, John Hollowell and Sue Galbraith.

Also present were City Attorney Dan Rice, Grant Administrator Dawn Colton, Public Utilities Director Al Kelm, Fire Chief Dale Berg, and Council Recorder/Deputy City Clerk Connie Watts.

PLEDGE OF ALLEGIANCE

Mayor Grenz led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

Regular Council Minutes – 3/26/2013

****** *Councilperson Uden moved to approve the minutes of the Regular Council Meeting of March 26, 2013, seconded by Councilperson Brush. The motion passed unanimously, 8-0.*

Public Services Committee Meeting – 03/21/2013

****** *Councilperson Galbraith moved to approve the minutes of the Public Services Committee Meeting of March 21, 2013, seconded by Councilperson Melnik and passed unanimously.*

Public Services Committee Meeting – 04/03/2013

****** *Councilperson Galbraith moved to approve the minutes of the Public Services Committee Meeting of April 3, 2013, with a correction. The motion was seconded by Councilperson Hollowell and passed unanimously.*

SCHEDULE MEETINGS

Finance Committee – Wednesday, April 10 @ 6:00 pm
Flood Control Committee – Thursday, April 11 @ 6:00 pm
Planning Board – Tuesday, April 16 @ 6:00 pm
Public Safety Committee – Wednesday, April 24 @ 6:00 pm

REQUEST OF CITIZENS & PUBLIC COMMENT

-None

APPOINTMENTS

-None

PROCLAMATIONS

CNADA: Declaring April, 2013, Sexual Assault Awareness Month
Mayor Grenz read the proclamation to the Council.

STAFF REPORTS

Public Utilities Director Al Kelm

Strevell Street Project: Everything is ready to begin excavation at Strevell and Comstock. There will be some temporary water outages there tomorrow.

Wastewater Plant Project: Bricklaying for the effluent building will begin shortly and the Haynes Avenue Lift Station now has a new roof.

Swimming Pool Roof: Has received two quotes for the roof. Thirty-one letters were sent out, only two responses were received. Councilperson Ahner noted that \$15,000 has been allocated for this project through the Capital Improvement Program.

Riverside Park: Noted the sewer line is in for the new restrooms and hooked up to the lift station, the water line is in and the electrical lines have been trenched in. The pathway is staked out and the concrete work will begin immediately.

CITY COUNCIL COMMENTS

Dwayne Andrews:

Safe Route to School Funding -- half has been received. A letter from the Department of Transportation was received by Tara Andrews, County Agent, committing to provide the remaining funds of \$116,000. Phase I and Phase II will be done at the same time.

Bobcat Property -- asked for progress on this issue. Director Kelm said final approval has been received from the Department of Environmental Quality to accept the water and sewer lines as installed. A few more procedures need to be done and approved by DEQ, and then the building can be connected to City water and sewer. A temporary occupancy permit will then be issued, and the owner will be able to finish the parking lot and other landscaping.

Mark Ahner:

Municipal Elected Officials workshops -- Billings, May 8-10. Two spots were budgeted for this year out of the Council's budget. City Attorney Rice said he has already registered to attend.

Roxanna Brush:

Community Service Group -- This is the last night they are required to attend the council meeting; she handed out "certificates of completion" to each individual.

John Hollowell:

Flood Ordinance -- When asked who is working on this ordinance, Attorney Rice noted that Deputy Attorney Erica Griffith has been drafting it. Some of the language is being revamped by the State.

Western Municipal work on Strevell -- He has received comments from citizens living on Strevell directly in front of the construction work -- people are extremely pleased with the politeness and cleanliness of the workers. They are also pleased with the progress of the project. Councilperson Ahner said he has heard similar comments.

John Uden:

Buildings on Railroad Right-of-Way: Mentioned that some of the old buildings on the railroad right-of-way and one by the old Redi-mix Plant, are dangerous, a fire hazard, and are a breeding ground for pigeons and other varmints. One, he said, caught on fire just the other night. They also are an attraction for transients and children, and he would like to see something done about it.

Councilperson Partridge:

Old Buildings – He agrees with Councilperson Uden, and asked Director Kelm who owns them. Director Kelm said he will do some checking and get back to the Council.

MAYOR COMMENTS

Wastewater Treatment Plant: Has received some complaints about the smell and asked Director Kelm if there was anything that could be done. Director Kelm said that this is a problem every spring. He has consulted with Dave Harris, waste-water plant supervisor, and more enzymes will be added. The upgrade being considered would go a long way to reduce this problem.

Public Nuisance on 603 S. Fourth: The owner has promised to clean it up by the first of May. Mayor Grenz said he would file a complaint if this is not done by that time.

Other Public Nuisances: Councilperson Galbraith mentioned the home on Comstock that is also in poor shape. Councilperson Hollowell said he has investigated that, and it has been condemned by Building Inspector Hirsch. Director Kelm said it has been posted and, therefore, the timeline has started.

PUBLIC HEARINGS

-None

OLD BUSINESS

-None

BID AWARDS

-None

BID OPENING

-None

NEW BUSINESS

RESOLUTION 3587: A Resolution Approving a Real Property Lease Agreement Between the City of Miles City and Greg and Alice Kmetz, Located Within the Industrial Site Owned by Miles City, Montana

** *Councilperson Ahner moved to approve Resolution 3587, read by title only, and subject to the correction set out below. The motion was seconded by Councilperson Uden.*

Councilperson Ahner noted a correction that should be made in the resolution: The final paragraph should be amended from "...a duly constituted quorum..." to "...an affirmative vote of 2/3 of the membership of the City Council of the City of Miles City." Attorney Rice said that this is a valid correction that needs to be made.

On roll call vote, Councilperson Ahner's motion passed 7 to 1, with Councilperson Hollowell voting no.

Councilperson Hollowell wanted to explain his "no" vote on this Resolution both in the Public Service Committee and this Council Meeting. He felt the City had already made a commitment to lease the property to another individual during the last administration, and felt the Council should stand by this commitment.

Approval of March Claims

- **** *Councilperson Uden moved to approve the March claims, as presented, seconded by Councilperson Melnik. After discussion and on roll call vote, the motion passed by unanimous consent, 8-0.*

Recommendation from Public Services Committee: Approval of Fence Encroachment at 1001 S. Strevell Ave.

- **** *Councilperson Andrews moved to approve the fence encroachment as approved by the Public Services Committee, seconded by Councilperson Galbraith. After brief discussion, the motion passed by unanimous consent, 8-0.*

Recommendation from Public Services Committee: Prioritization of CTEP Projects

- **** *Councilperson Galbraith moved to approve the recommendation from the Public Services Committee, subject to a change as follows: The Safe Route to School, Phase II be moved up to number 1, all other projects move down one place. The motion was seconded by Councilperson Partridge.*

During discussion, Councilperson Ahner asked about the change. Councilperson Galbraith explained that when the Committee met she was of the understanding that the funds for the SRTS program had already been allocated. The next week, however, she learned that it had not and, therefore, needed to be on the list of future CTEP projects. Councilperson Galbraith also explained to the Council the "CTEP Allocations/Obligations as of 4/3/2013" that was included in the Council packet along with the CTEP project prioritization sheet.

Mayor Grenz mentioned the Urban Preservation program. Director Kelm explained those are all state funds; the City will not have to contribute any match. In 2014, the City of Miles City is slated for that project. It will start on 8th Street in front of the City shop, then down Stower to where the concrete ends between Strevell and Stacy. From there the street from the Kosty property to Haynes Avenue will have to be rebuilt. He does not think CTEP funds can be used for this, but he will check.

Councilperson Ahner noted that the Historical Preservation Officer had mentioned the possibility of using CTEP funds for historical buildings. He also asked if CTEP funds could be used for quiet zones around railroads. Director Kelm said the railroad would want the signal equipment moved to the opposite side of the existing sidetrack. They would also want the newest signal equipment installed, which would all be the responsibility of the City. Curb, gutter and sidewalks over the track could possibly qualify for CTEP funds.

Councilperson Hollowell cautioned against doing more projects than the City has the match for.

** *On roll call vote, Councilperson Galbraith's motion was unanimously approved, 8-0.*

Fourth of July Parade

Scott Elder, of the Fourth of July Parade Committee, noted that this is the 10th anniversary of the parade. He said they are once again requesting permission for this event (Thursday, July 4th) with two police officers, front and back, to escort the parade. He asked that the City pay for the liability insurance, as was also done last year. They would also like to put up "no parking" signs as was done last year, and pick them up at 8:00 a.m. from the City shop. They are asking the National Guard Unit to be the "Grand Marshall," but have not heard back from them yet. He asked that, since Main Street is a State highway, whether permission would also have to be obtained from the State. He thinks the City contacts the Highway Department for a permit.

Councilperson Uden expressed concern about children running out in the street for candy that is thrown from the parade participants. Mary Elizabeth Irion, also on the Parade Committee, stated they have parade marshals riding bicycles up and down each side of the street during the parade to keep people back on the sidewalks.

** *Councilperson Howell moved to recommend that the City pay for the special event liability insurance, seconded by Councilperson Uden and passed unanimously, 8-0.*

ADJOURNMENT

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

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

C.A. GRENZ, Mayor

Connie Watts, Deputy City Clerk

Human Resources Committee

April 4, 2013

The **Human Resources Committee** met Thursday, April 4, 2013, at 6:00 p.m. in the Conference Room at City Hall. Present were Committee Chairperson John Uden, Committee Members Bill Melnik, Mark Ahner and Roxanna Brush. Also present were Mayor C.A. Grenz, Community Service Planner Dianna Broadie, Historic Preservation Officer Connie Muggli and Committee Recorder HR/Payroll Officer Billie Burkhalter.

1. Roll Call

- Noted above

2. Consider creating a new Department for Historic Preservation Office

Chairperson Uden referenced City Attorney Dan Rice's letter, in which the Attorney has drafted an Ordinance that would revise a portion of Section 2-351. That Ordinance would change the Historic Preservation Officer from "a volunteer or employed by an appropriate City department" to the following: "a volunteer or employed by the City, and shall be under the supervision of the Mayor".

Chairperson Uden stated that apparently one of the issues is that the Historic Preservation Officer answers to three different supervisors; the Mayor, Community Service Planner and the Historic Preservation Commission. Preservation Officer Muggli explained she actually has to answer to an additional person, who is the State Preservation Officer, who can delegate additional activities to her. Preservation Officer Muggli stated she has a scope of work that the Commission designs as per the grant agreement, and she has a scope of duties with a pretty clear outline of what she is supposed to be doing. The Commission meets once a month, and decides if this will be completed or not. She also pointed out that her position description states she is accountable to the Commission. Preservation Officer Muggli questioned that since she does answer to a lot of people, she doesn't know where it all fits together, and would like some criteria about that.

Committee Member Brush stated she doesn't know where it all fits together either, as the Commission drafted the Historic Preservation Officer's job description, and she questions whether that position would even qualify as a "department" of the City. Preservation Officer Muggli explained that either the agreement or Ordinance states that her position will be attached to the City.

Chairperson Uden stated one of the purposes of this Committee is to address problems in a way that allows people to continue with their jobs. Based on information, it appears there are problems and questioned if Planner Broadie was having problems with the Historic Preservation office. Planner Broadie explained that this was not an appropriate place to discuss the issues between the two offices, but would state that supervision was an issue. Preservation Officer Muggli stated she believes the problem arose due to her not being aware that she needed to seek approval from the Planning

Officer for the process of applying for grants. She explained she just follows the scope of work and is confused on who she answers to and would like it resolved.

Committee Member Brush stated that due to this issue, there has been conflict in the Planning Board meetings and questioned whether what is being proposed would even solve the issues. She further explained that regardless of supervision, they work together, whether that is Zoning or Planning. Preservation Officer Muggli stated that is a good point, she needs to work with all the City departments on an equal basis and should not be under the influence of any departments that she works with.

Planner Broadie explained the Ordinance states the Historic Preservation Officer is under a department within the City, but the job description has the position accountable to the Commission. She had reworked the job description for clarity and sent it to the City Attorney to coincide with the Ordinance before this issue was placed on the agenda. Planner Broadie explained that either the job description needed to be changed or the Ordinance needed to be changed.

Committee Member Ahner questioned how the Historic Preservation Commission would feel if the position description was changed to state "supervision received directly from the Mayor, with consultation from the Commission". Preservation Officer Muggli stated it would be up to the City on how her position would be set up and it would not matter one way or the other to the Commission. What does matter is that the Commission will have the ability to do what it states in the CLG Agreement, in State and Federal law and in the Ordinance.

Preservation Officer Muggli explained that another thing she feels is an issue is that she does not understand Planner Broadie's role in the budget. The Historic Preservation budget is a special revenue fund and that budget is not under the Planning department at all. So she doesn't understand how Planner Broadie can direct her hours, activities and her budget.

Committee Member Ahner stated, after reading through Ordinance #1109, it doesn't state anywhere that the Commission will supervise the Historic Preservation Officer. Preservation Officer Muggli stated that it was in the CLG Agreement.

Committee Member Ahner asked both Planner Broadie and Preservation Officer Muggli if they were for or against moving supervision of this position to Mayor Grenz. Planner Broadie stated she was neutral on this decision. Preservation Officer Muggli responded that her position would be more effective under the supervision of the Mayor. Mayor Grenz stated he doesn't want to fix the blame just the problem and any hostilities are counterproductive; if this would help resolve the problem, then he is for it. He requested this be done on a probationary basis to make sure this works. If it does not, then they will need to look at it again. Mayor Grenz suggested adopting the revised Ordinance that was submitted by Attorney Rice, with a provision that states this would be reviewed in six months. The Committee was in agreement.

Committee Member Brush questioned what the Committee needed to do concerning the position description? Would the Historic Preservation Officer be a "City

employee" and have a City job description or be under the Commission with their job description. Chairperson Uden stated that, since Federal and State money was involved, the Commission would need to come up with a position description that encompasses all that, with the addition that it is a City employee position. Planner Broadie stated the draft revisions to the position description that she had submitted to the City Attorney would still apply and clarify this.

*** Chairperson Uden moved to recommend to Council to adopt the Ordinance revising Section 2-351 of the Code of Ordinances of the City of Miles City, so as to call for the Historic Preservation Officer to be under the supervision of the Mayor and approved on a six month probationary basis. Motion seconded by Committee Member Brush and, on roll call vote, motion passed unanimously.*

3. Request of Citizens

- None

4. Committee Members' comments

Committee Member Brush requested that the proposed changes to the Hiring Policy be placed on the next agenda.

5. Adjournment

*** Committee Member Brush moved to adjourn the meeting. The motion was seconded by Committee Member Melnik and passed.*

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

Respectfully submitted,

Billie D. Burkhalter, Recorder

Chairperson John Uden

Finance Committee Meeting April 10, 2013

The **Finance Committee** met April 10, 2013, at 6:00 p.m. in the City Hall Conference Room. Present were Chairperson Mark Ahner and Committee Members John Uden, Bill Melnik and Roxanna Brush.

Also present were Mayor C. A. Grenz, City Planner Dianna Broadie, Public Utilities Director Al Kelm, Fire Chief Dale Berg, Deputy City Clerk Connie Watts and Recorder City Clerk Becky Stanton.

Ambulance Debts to Collection

- ** Committee Member Uden moved to recommend to the Council sending the ambulance debts to collection, seconded by Committee Member Melnik and passed unanimously, 4-0.*

Consider Lease Options for Old FWP Headquarters Building

Chairperson Ahner explained that ownership of the land was determined through a patent. There are two private individuals who are interested in leasing the old Fish, Wildlife and Parks (FWP) building. They would not be interested in the area that the City wants to use for an impound lot. The FWP transferred the building to the City on May 8, 2007, per Council meeting. The City is currently using the building to house sign making equipment and vehicles with water in them that could freeze. This equipment needs to be kept in a clean area. Alternatives for storing the vehicles were discussed. There was discussion about asbestos, water and septic system. Director Kelm requested permission to have Ingraham Environmental inspect and give an estimate for asbestos abatement. Chairperson Ahner told him to do that. He also requested City Planner Broadie to draft a lease for the building with a \$500 a month minimum.

- ** No action was taken.*

Consider Lease Options for Honda Trails Property

The City Clerk's Office and City Planner Broadie located a deed dated May 8, 1954, for the ownership of the Wilderness Area or Honda Trails area. It was transferred from the Federal government and contains 271.24 acres. There is an official plat of the survey on file at the Bureau of Land Management office. This area has been a dumping area by the public and encroachment for pasture.

Various options for leasing were discussed. The property is currently zoned as recreational and not agricultural. If the City were to lease it for grazing purposes, it would need to be rezoned. Chairperson Ahner requested that City Planner Broadie look at the issues if the City was to advertise it for an agricultural lease or a recreational lease.

Request for Qualifications (RFQ) from Engineering Firms to Provide General Engineering Services for a Five (5) Year Period

Chairperson Ahner explained that Mayor Grenz had been contacted by Carl Jackson of Kadrmas, Lee and Jackson Engineering (KLJ) about retaining an engineering firm by the City of Miles City for a five-year term. Chairperson Ahner requested Mr. Jackson to attend the meeting to explain this idea. Mr. Jackson stated that the term of the contract is negotiable, and this process enables the City get an engineer on retainer so, when a project occurs, the City can respond quicker. This is because the City and the engineering firm have already agreed to all the general terms like insurance requirements, mutual indemnifications and liability requirements in the master services agreement.

The benefit is quality control, which is better due to planning, accuracy of construction documents, and fewer change order requests. The engineering firm would know the City's infrastructure and capabilities. When a grant opportunity is available, the City will be able to quickly respond to the request. They also can stamp the application with the engineering firm's approval, which places the application in a higher priority spot for grants. The City is not required to use the firm they have on retainer for a project if they don't want to or they are not the most qualified firm.

There is not any cost to place the engineering firm on retainer, and the City is under no obligation to use them. Director Kelm mentioned that the City will save money and time because every time the City requests an RFQ, it has to advertise in the Miles City Star, Billings Gazette and the Great Falls Tribune, which is expensive. It costs the engineering firms approximately \$3,000 to \$5,000 to send the City their qualifications. The City pays for that in the cost of the project. Mayor Grenz said the City will know right away what a project will cost. Chairperson Ahner said it just expedites the entire process. Director Kelm stated that it will help get the City grants

*** Chairperson Ahner moved to recommend to the Council to advertise for request for qualifications from engineering firms to provide general engineering services for a five year period, seconded by Committee Member Uden and passed unanimously, 4-0.*

Request of Citizens

-None

Adjournment

Having no more business to come before the Committee,

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

The meeting was adjourned at 7:20 p.m.

Respectfully Submitted:

Chairperson Mark Ahner

City Clerk Becky Stanton

Flood Control Committee

April 11, 2013

The **Flood Control Committee** met Thursday, April 11, 2013, at 6:00 p.m. in the City Hall Conference Room. Present were Committee Members John Hollowell, Jerry Partridge, Susanne Galbraith, and Dwayne Andrews. Also present were Floodplain Administrator Sam Malenovsky, Representative from KLJ, Carl Jackson, Mayor C.A. Grenz and Recorder HR/Payroll Officer Billie Burkhalter.

Committee Member Andrews thanked all the people who were in attendance as this was a very important issue to the community.

1. Update on Association of Montana Flood Plain Managers Conference of March 26-28

Administrator Malenovsky informed the Committee that she had attended the Association of Montana State Flood Plain Managers Conference (AMFM) where she was chosen to be the Eastern Montana Regional Director for AMFM and will represent the Floodplain Directors on the eastern side of the State. During these conferences DNRC and the Silver Jackets showed a lot of interest and support in Miles City's floodplain issues. Administrator Malenovsky explained the "Silver Jackets" are a group of members that consist of the United States Corps of Engineers (USACE), Department of Natural Resources & Conservation (DNRC), Fish Wildlife & Parks, and Disaster and Emergency Services (DES).

Administrator Malenovsky explained the Silver Jackets could assist with funding with a Floodplain Management Plan that would not require a City match. A Floodplain Management Plan could incorporate three different parts; an Emergency Assistance Plan, a Natural Beneficial Functions of Floodplain Plan, and a Comprehensive Plan. The Comprehensive Plan could earn the City up to 482 Community Rating System (CRS) credit points, which would help Miles City obtain its goal of becoming a Class 6 or 7. Administrator Malenovsky stated Miles City is currently rated at a Class 9, but is hoping to move to a Class 8 soon. She further explained that "CRS" is a rating system that awards credits based off the City doing extra steps to help inform the community of flood issues and insurance problems. These credits can reduce flood insurance premiums.

Administrator Malenovsky stated a Comprehensive Plan could include items such as bringing the levy up to code to be FEMA certified, doing a nonstructural project, looking at the slough being used as a bypass system, modifying the water way itself, finding deficiencies in the Tongue River and also identifying specific sources of flooding and possible mitigation strategies to alleviate or reduce flood damages if the City ever flooded.

Administrator Malenovsky explained the City can also receive monies and grants through other revenues. An example would be an HMPG Grant where, if the City had a Red Cross approved emergency shelter, it could obtain generators and dry flood proof that building.

2. Update on Other Flood Related Issues

Administrator Malenovsky explained the USACE has three different program opportunities; Section 22, Section 205 and General Investigations. Section 22, helps provide planning assistance. Section 205 is also for planning assistance and helps pay for construction costs. General Investigations would provide for a large amount of money to help the City with the issues of the floodplain, levy and dike. Currently they are waiting on a meeting with the USACE and DNRC for guidance on these three programs. They will also be setting up a phone conference with DNRC and USACE regarding Floodplain Management with the Silver Jackets. Regarding the Floodplain Feasibility Study, eligibility for grants will open up in July, and it will depend on the agency if the City is eligible for those grants or not.

Carol Hardesty, 412 S. Merriam, questioned whether most of these programs are available after the Feasibility Study. Administrator Malenovsky replied that not all of them are, some of them could go hand in hand with the Study, such as the Floodplain Management Plan being reviewed to see if the Feasibility Study's scope of work can be applied to offset the cost.

Terri Schmidt, 50 Spruce Drive, asked if Miles City was the only town the Silver Jackets were working with. Administrator Malenovsky stated that they are currently working with Forsyth and are looking at Glasgow also. The Silver Jackets have only been established in Montana for two years.

Dawn Leidholt, 58 Canyon View Drive, clarified that this was not a loan. Administrator Malenovsky agreed, stating this is not a loan or a grant; it is dependent upon the Silver Jackets determining how valuable the project is to the community and if it meets with their approval

Mike Coryell, 110 Neu Vu, questioned what the maximum amount of money is that the City would be provided from Silver Jackets. Administrator Malenovsky explained that it could be anywhere from \$100,000 to \$120,000.

Committee Member Andrews stated that right now it is so critical to keep the public informed, as there is so much information concerning the floodplain. He would recommend more Flood Control meetings be held to keep up on the information and to keep the public informed.

3. Requests of Citizens

-none

4. Adjournment

****** *Committee Member Galbraith moved to adjourn the meeting, seconded by Committee Member Partridge and passed unanimously, 4-0.*

There being no further business, the Committee adjourned at 6:30 p.m.

Respectfully Submitted,

Flood Control Committee Chairperson

Billie D. Burkhalter, Recorder

John Hollowell, Chairperson

Finance Committee Meeting April 17, 2013

The **Finance Committee** met Wednesday, April 17, 2013, at 6:00 p.m. in the City Hall Conference Room. Present were Chairperson Mark Ahner and Committee Members John Uden, Bill Melnik and Roxanna Brush.

Also present were Mayor C. A. Grenz, Public Utilities Director Al Kelm, Fire Chief Dale Berg, City Clerk Becky Stanton, Finance/AP Clerk Linda Wildman, Historic Preservation Officer Connie Muggli, Building Inspector Dennis Hirsch, and Deputy City Clerk/Recorder Connie Watts.

Review of Quotes for Roof Construction for Swimming Pool Facility

Two quotes were received:

JP Construction and Remodeling LLC -	\$21,315
Seabolt Construction -	\$17,470

****** *After brief discussion, Chairperson Ahner moved to recommend awarding the contract to Seabolt Construction, seconded by Committee Member Melnik and passed unanimously, 4-0.*

Chairperson Ahner said he has spoken to Sigrid Laird, who has collected about \$10,000. The City has set aside about \$15,000, also, and Mrs. Laird and Director Kelm are agreeable to spending this money for improvements to the Swimming Pool facility. Mrs. Laird has some suggestions for these funds:

1. Paint inside of office/dressing rooms/toilet areas
2. Canvas curtains in front of the women's dressing rooms
3. Baskets/basket holders painted
4. Light fixtures
5. Sky Lights in restrooms and dressing rooms. (Chairperson Ahner mentioned that lights will be put in the ceiling and are part of the quotes. – Sky lights might not be necessary.)

Director Kelm's suggestions included lighting in restrooms and possible new fixtures, if they need to be replaced. Other suggestions were motion lights outside the building, hot water, and providing paint if the pool employees would be willing to do the painting.

Review of Tentative Budget Preparation Schedule

Chairperson Ahner provided the Committee with a copy of the previous year's budget calendar. He said the City Clerk has sent out notices to the directors that preliminary budget proposals are due May 1. He noted that he will be out of the state June 5 through June 11, and wanted to know if the Committee wanted to meet with the directors during that time or wait until he returns. The members of the Committee agreed to wait until after June 11th. He will make sure all notices to the directors are sent out before he leaves.

Clerk Stanton said she hopes the mayor would meet with each director to go over his or her budget before meeting with the budget committee. Chairperson Ahner concurred with that.

Finance/AP Clerk Wildman said she was not sure how many of the budgets would be physically in before the City Clerk leaves on the 26th. Directors may be working with pencil figures on the budget prep reports. Nothing would be put into BudgetPrep when the City Clerk leaves on April 26, as there will be no one to do it. The Deputy City Clerk has not yet been trained in that capacity.

Discuss Janitorial Contracts Advertisements

Chairperson Ahner referred to the Request for Proposals that had been previously done in 2009. He and Bruce Larson had developed a procedure to advertise and score responses received for each of the janitorial contracts, which are all different. A bid could be submitted for one, two, three or all of the facilities. The bids from each vendor were then scored and an award was determined for each facility, on a year-to-year basis, unless one of the vendors desired a change. In that case, all of the contracts would again be advertised for bid.

*** Committee Member Uden moved to recommend advertising for bid the contracts for cleaning services for the City Shop, City Hall, the Library and the Police Department. The motion was seconded by Committee Member Brush and passed unanimously, 4-0.*

Chairperson Ahner noted that the Library Board is ultimately responsible for approving the contract to clean the Library.

Discuss Building Inspector Contract Renewal/Advertisement

A copy of last year's contract was in the packet. As there were no objections to renewing the contract with the same terms and conditions,

*** Chairperson Ahner moved to recommend renewing the Building Inspector contract for the fiscal year 2013-2014, under the same terms and conditions as*

in the 2012-2013 contract. The motion was seconded by Committee Member Uden and passed unanimously, 4-0.

Request of Citizens

-None

Claims Review Schedule

May, June, July:	Councilperson Brush
August, September, October:	Councilperson Uden
November, December:	Councilperson Ahner

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 6:30 p.m.

Respectfully Submitted:

Chairperson Mark Ahner

Deputy City Clerk Connie Watts

March 13, 2013
City of Miles City Mayor and Council

Custer County has gone through the steps to have applicants apply for the two openings on the Airport Board. We received three applications for the two board positions.

After much discussion the Custer County Commissioners submit our recommendation to you for the appointment of Paul Grutkowski and Patrick Lifto to the City County Airport Board. If this recommendation is approved by the City, please let us know and we will make the appointments.

Enclosed are the letters of application.

Thank You
Custer County Commissioners

Keith Holmlund

Vicki Hamilton

Kevin Krausz

From: Miles City Historic Preservation Office [mailto:mchistoricpreservation@qwestoffice.net]
Sent: Wednesday, April 17, 2013 9:01 AM
To: cityclerk@milescity-mt.org
Cc: Kathy Doeden; theclaritygroup@q.com
Subject: City Council Agenda Item

Good morning, Becky --

Derek Rodgers has confirmed that he would like to serve as a member on the Historic Preservation Commission. The mayor has asked me to request a spot on the City Council Agenda for his appointment -- is there still room for this on the April 23, 2013 meeting agenda? If so, couldl you please include it?

Thanks,

Connie

Connie Muggli
Miles City Historic Preservation
519 Main Street, Suite 1
Miles City, MT 59301

(406) 232-1524 Office
(406) 852-6072 Cell

4/17/2013

RESOLUTION NO. 3586

A RESOLUTION PURSUANT TO TITLE 7, CHAPTER 2, PART 45 MCA, ANNEXING 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. The boundaries of the City of Miles City, Montana are extended 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 map of the boundaries of the area annexed hereby is set forth in Exhibit "A" attached hereto and made a part hereof.

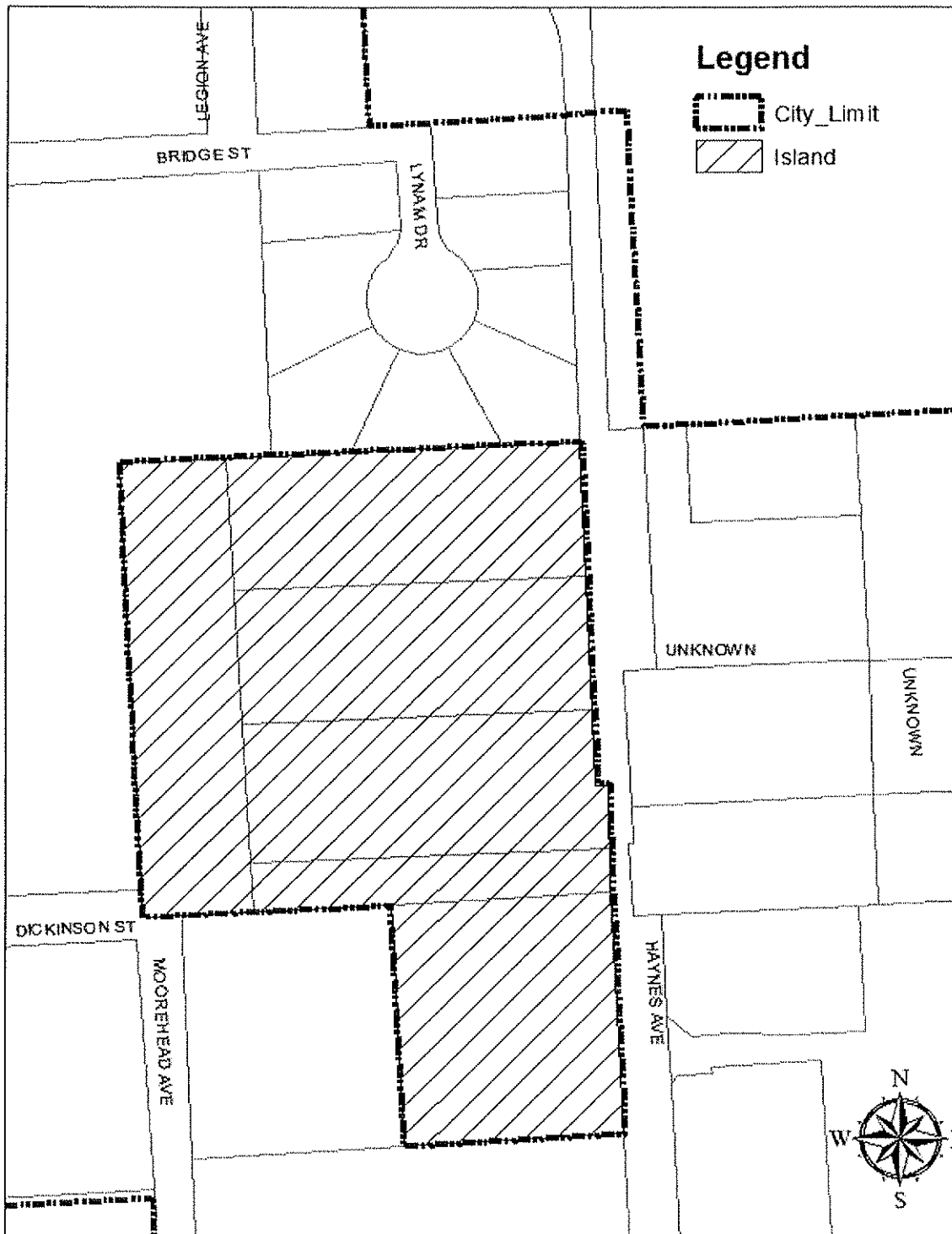
3. The resolution of intent has been duly noticed and the question of annexing wholly surrounded land is not subject to being voted on under §7-2-4502.
4. The plan has been made for the provision of services to the area annexed hereunder.
5. The area to be annexed is not a part of any incorporated city 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.
6. Upon passage of this Resolution, the Clerk shall promptly make and certify under the seal of the City of Miles City a copy of the record of this Resolution as entered upon the minutes and file such certified record with the Clerk and Recorder of Custer County, Montana. Upon the filing of such record the annexation of the real property described herein shall be complete and the real property annexed hereunder shall thereafter be a part of the City of Miles City.

**SAID RESOLUTION PASSED AND ADOPTED BY A DULY CONSTITUTED
QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA,
THIS 23rd DAY OF APRIL, 2013.**

C. A. Grenz, Mayor

ATTEST:

Connie L. Watts, Deputy City Clerk



Island Annexation Site

Exhibit A to
Resolution No. 3586

EXHIBIT B TO RESOLUTION 3586
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 southernmost 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.

ORDINANCE NO. 1254

AN ORDINANCE REVISING SECTION 2-351 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, MONTANA, SO AS TO CALL FOR THE PRESERVATION OFFICER TO BE UNDER THE SUPERVISION OF THE MAYOR.

The City Council of the City of Miles City has determined that, to ensure the efficient and independent operations of the historic preservation committee and historic preservation officer, the historic preservation officer shall be under the supervision of the mayor.

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

Section 1. Section 2-351 shall be amended to read as follows:

“Sec. 2-351. – Preservation officer.

A preservation officer will be appointed by the mayor with the concurrence of the city council and the commission. Such officer may be a volunteer or employed by the city, and shall be under the supervision of the mayor.

- (1) The preservation officer must have demonstrated interest, competence, or knowledge in historic preservation.
- (2) Duties of the preservation officer include coordinating local historic preservation programs, helping in the development of local surveys, preservation planning documents, providing assistance to the local commission, government agencies and the public and ensuring to the extent practicable, that the duties and responsibilities of the division are carried out.”

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

Said Ordinance read and put on its passage this ____ day of _____, 2013.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

FINALLY PASSED AND ADOPTED this _____ day of _____, 2013.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

Miles City Planning Board
P.O. Box 910
Miles City, MT 89301

April 17, 2013

Mayor Grenz and City Council:

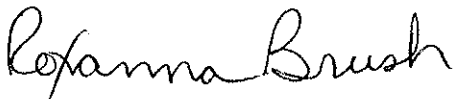
RE: PP 2013-01, Amended Plat of Lot F-1 of Horizon Park Subdivision

The Miles City Planning Board has reviewed this proposed subdivision and conducted its public hearing on April 16, 2013.

After receiving comments from the hearing and reviewing the preliminary plat application, the Planning Board found the application to be in substantial compliance with the Montana Subdivision and Platting Act and local subdivision regulations based on the attached findings of fact (Attachment A) and with the attached conditions for final plat (Attachment B). The Planning Board therefore recommends approval of file number PP 2013-01, Amended Plat of Lot F-1 of Horizon Park Subdivision, with attached conditions.

Please schedule this for review by the City Council at your earliest convenience.

Respectfully submitted,



Roxanna Brush, President
Miles City Planning Board

**Amended Plat, Lot F-1, Horizon Park Subdivision
Findings of Fact**

Finding #1. All lots in the subdivision comply with zoning because there are no minimum lot dimensions in this zone and due to the lot configurations, future buildings should be able to meet other zoning requirements.

Finding #2. With a condition of plat showing an easement to T & Y irrigation for use as an irrigation canal there will be no impact to agriculture because the area is located in an area that is already fairly developed and the continued location of the current irrigation canal will be ensured.

Finding #3. The impact to most local services is minimal enough that it will not cause any local services to be negatively impacted or to fall below current level of service standards because the current services have capacity or manpower to serve this subdivision.

Finding #4. The impact to the natural environment is not significant because the site has been disturbed and thus has little native vegetation, has no natural water or wetlands, and has no historic or cultural features of significance.

Finding #5. The project will have minimal impact to water or air quality because dust from future construction will be limited to a short duration and the design of utilities should protect surface and groundwater.

Finding #6. Development will not have a significant impact to wildlife or wildlife habitat because the current state of the site there will be little change to habitat value.

Finding #7. The placement of an additional fire hydrant at the corner of Horizon Parkway and Bobcat lane will provide for adequate fire safety because the spacing on hydrants is then close enough to fight potential fires in commercial structures.

Finding #8. Access for all lots should be limited to Bobcat Lane and a barrier should be constructed to ensure current unsafe access conditions to and from Highway 59 do not continue.

Finding #9. Public health and safety is adequate because the site is absent of natural or man-made hazards and the site design shows adequate storm detention and a safe road design.

Finding #10. With the proposed road network, all parcels shall have physical and legal access.

Finding #11. Standard VI-V, the landscaping standards for commercial subdivision can be met by conditioning the plat with landscaping on Lot F-1-B.

Finding #12. Standards und section VI-H can be met by conditioning the plat with a requirement to show an access easement from the cul-de-sac bulb to the northern edge of the property because this will provide for access through the subdivision to the adjacent land.

Finding #13. The subdivision complies with most of the Miles City Subdivision Regulations with the imposition of the standard conditions because it will meet all the design standards for roadways and sections VI-V and VI-H will be satisfied with the site-specific conditions.

ATTACHMENT A

**CONDITIONS OF PLAT
PP 2013-01
Amended Plat, Lot F-1, Horizon Park Subdivision**

The applicant shall meet the following conditions or receive City Council approval for and execute a Subdivision Improvement Agreement to complete the conditions prior to filing for final plat:

Standard Conditions:

1. All traffic signs shall be of the size, shape, height, and placement as to be in accordance with the Manual of Uniform traffic Control Devices. [Miles City Subdivision Regulation (MCSR), Section VI-H-6]
2. Centralized mail delivery site/s shall be provided with the design and location approved by the local postmaster of the USPS. A letter or other written confirmation from the postmaster stating the applicant has met their requirements shall be included with the application for final plat. [MCSR, Section VI-H-8]
3. All internal subdivision roads, curb and gutters; whether public or private shall be constructed in accordance to City engineering standards and shall be approved by a licensed engineer. [MCSR, Section VI-H-8]
4. All internal subdivision roads shall be dedicated to the City. [MCSR VI-H-1]
5. All water supply lines shall be constructed using PCV. All water supply systems shall meet City engineering standards shall be approved by a licensed engineer prior to acceptance. Curb stamps shall indicate line locations. Water line connections shall be provided for each lot location and owners shall be required to use copper piping as a connection. [MCSR, Section VI-J]
6. All sanitary sewer systems shall meet City engineering standards shall be approved by a licensed engineer prior to acceptance. A stub out for connection shall be provided for each lot. A tracer wire or curb stamps shall indicate line locations. [MCSR, Section VI-K]
7. All water, sewer, and storm water systems must have MDEQ approval. [MCSR Sections VI-I, VI-J, and VI-K; MCA 76-4]
8. Where the aggregate total of disturbed area of any construction as define in A.R.M. 17.30.1102(28) is equal to, or greater than one acre; or where when combined with subsequent construction, such disturbed area is equal to, or greater than one acre, a Montana State Department of Environmental Quality MPDES Storm Water Construction General Permit shall be obtained and provided to the Miles City Planning Office prior to any site disturbance or construction. [ARM 17-30-1102(28)]
9. All utilities shall be placed underground, provide for easements at least 15 feet wide unless otherwise specified by the utility firms serving the site and shall be centered along the rear and side lot lines wherever necessary for service to the lot. [MCSR, Section VI-M]

10. The final plat shall be in substantial compliance with the plat and plans submitted for preliminary plat review, except as modified by these conditions. [MCA 76-3-611].
11. The final plat shall comply with state surveying requirements. [MCA 76-3-608(b)(i)]
12. All required improvements shall be completed and in place or a Subdivision Improvement Agreement shall be provided by the subdivider prior to final approval by the City Council. [MCSR, Section II-B-4]

Site-Specific Conditions:

13. An easement to T & Y irrigation in the location of the current irrigation ditch for the use as an irrigation canal will be shown on the plat.
14. One fire hydrant shall be installed and located at the end of the cul-de-sac and a second fire hydrant shall be located at the intersection of Horizon Parkway and Bobcat Lane Department. [MCSR, Section VI-Q]
15. Bobcat Lane will be constructed to a minimum 26 foot paved surface with a preference that it is constructed to the 36 feet as shown in the preliminary plat. [MCSR, Section VI-H-9 C and Table VI-H, Roadway Design Standards]
16. A 60 foot access and utility easement shall be shown on the face of the plat extending from the northern edge of the cul-de-sac bulb to the adjacent parcel to the north. (Tract B-01, Sterling Minor Subdivision, Envelope 363B, document 115218, Custer County, MT [MCSR V-H-1(C)])
17. The detention pond shown for the street runoff shall be moved to Lot F-1-B or to Lot F-1-C such that it will not conflict with a 26 foot wide paved surface in the access easement required by Condition 16. [MCSR, Section VI-I and Table VI-H, Roadway Design Standards]
18. The statements "No lot shall have access from any adjacent street or frontage road. All lots shall access from Bobcat Lane." shall be placed on the face of the plat and the statement restricting Lots F-1-A through D shall be reflected in the recorded covenants. [MCA 76-3-608(3)(a)]
19. A landscape plan shall be submitted and approved by the Planning and Community Services department that shows a minimum of 3,547 sq. ft. of landscape area on lot F-1-B and is designed in such a manner as to discourage any traffic entering the west side of the lot from the frontage road and Highway 59. The landscaping shown in the plan shall be installed. [MCA 76-3-608(3)(a) and MCSR VI-V]

ATTACHMENT B

RESOLUTION NO. 3588

A RESOLUTION OF INTENT TO CREATE A SPECIAL IMPROVEMENT DISTRICT NUMBER 211, TO IMPROVE AND PAVE CERTAIN PORTIONS OF ARROWHEAD LANE, INCLUDING CURB AND GUTTER, WITHIN THE SOUTHGATE MEADOWS SUBDIVISION IN MILES CITY, MONTANA.

WHEREAS, pursuant to Title 7, Chapter 12, part 41, Montana Code Annotated, the City of Miles City may create a special improvement district to defray the cost of paving streets within the city, paid for by the benefitted landowners of such improvement;

AND WHEREAS, M & L Enterprises Inc., a Montana Corporation, is developing residential lots within Southgate Meadows subdivision, and has requested that ½ of the cost of the paving of a portion of Arrowhead Lane be funded by a special improvement district;

AND WHEREAS, in the judgment of the City Council of the City of Miles City, it is reasonable and appropriate to establish a special improvement district for purposes of defraying the cost of such improvement, amongst the landowners of the benefitted parcels of land;

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

1. The foregoing recitals are incorporated as part and parcel of this Resolution.

2. The general nature of the improvements contemplated in this Resolution of Intent are as follows: the paving of approximately 775 linear feet, not less than 26 feet wide, asphalt street, built to sound and standard engineering specifications as approved by the City of Miles City, along with curb and gutter, constructed upon the existing gravel roadway adjacent to and running between the following lots in Block 6 of the Southgate Meadows Subdivision: 10, 14, 15, 16, 17, 18, 33A, 33B, 34A; and the following lots in Block 3 of the Southgate Meadows Subdivision: 12, 20, along with the lots being developed, with frontage on Arrowhead Lane, which, prior to subdivision, are a part of the following parcel of land, located in Township 7 North, Range 47 East, M.P.M.: Section 2: All that tract of land lying in the E1/2SW1/4 and the W1/2SE1/4 of said section 2 described by the plat and survey filed for record, August 10, 1990, as Document Number 85481 in Envelope Number 264A of the Plat Cabinet in the office of the County Clerk & Recorder in and for Custer County, Montana, as approximated in the attached Exhibit "A." Any minor irregularities in the foregoing legal descriptions, if any, are insufficient to obviate the intention expressed herein.

3. M & L Enterprises Inc. has agreed to pay the cost of one-half of the foregoing improvements, the total of which is estimated at \$110,145.00, pursuant to a bid received by M & L Enterprises, Inc., by John Muggli Contracting of Miles City, Montana. The remaining one-half of the cost of the improvements shall be funded by the said Special Improvement District, in the approximate amount of \$55,072.50, or approximately \$35.53 per lineal foot of adjoining, assessable parcels which are included in said Special Improvement District, subject to actual costs as the same may later appear, payment of which is to be spread over a period of not more than twenty (20) years, though the period may be less.

4. Interest on the assessments for said Special Improvement District shall be $\frac{1}{2}$ of 1% per year, plus the average interest rate payable on the outstanding bonds or warrants of the Special Improvement District at the time the assessment is levied each fiscal year, plus an additional $\frac{1}{2}$ of 1%, pursuant to 7-12-4189(1) Montana Code Annotated.

5. The owners of the lots and parcels of real property set forth in Paragraph 2, all of whom have been determined to be landowners who are benefitted by this improvement, will be included in the said Special Improvement District, and the costs of the said Special Improvement District shall be paid based on the proportionate linear frontage of each benefitted lot, to the extent that the improvement abuts the benefitted lot, pursuant to 7-12-4163, Montana Code Annotated.

6. In accordance with the statutes governing this Resolution of Intention to Create a Special Improvement District, a Public Hearing will be held at 7:00 P.M. on May 14, 2013, in the City Council Chambers of City Hall, 17 South 8th Street, Miles City, Montana 59301, to hear objections and protests, both written and oral, to the creation of said district as provided by 7-12-4112, Montana Code Annotated.

7. At any time within 15 days after the date of the first publication of the notice of the passage of this Resolution of Intent, any owner of property liable to be assessed for the work may make written protest against the proposed work or against the extent of creation of the district to be assessed, or both. If the period described in the foregoing sentence includes a holiday other than a Sunday, the period must be extended for an additional 2 days. Any protest must be in writing, identify the property in the district owned by the protestor, and be signed by all the owners of the property. The protest must be delivered to the clerk of the city or town council or commission not later than 5:00 P.M. of the last day within the protest period. The clerk shall endorse on the protest document the date and hour of its receipt by the clerk.

8. It is the intent of the City of Miles City to create the aforesaid Special Improvement District Number 211, of the nature, manner, and extent, and upon such terms and applicability, as hereinbefore stated.

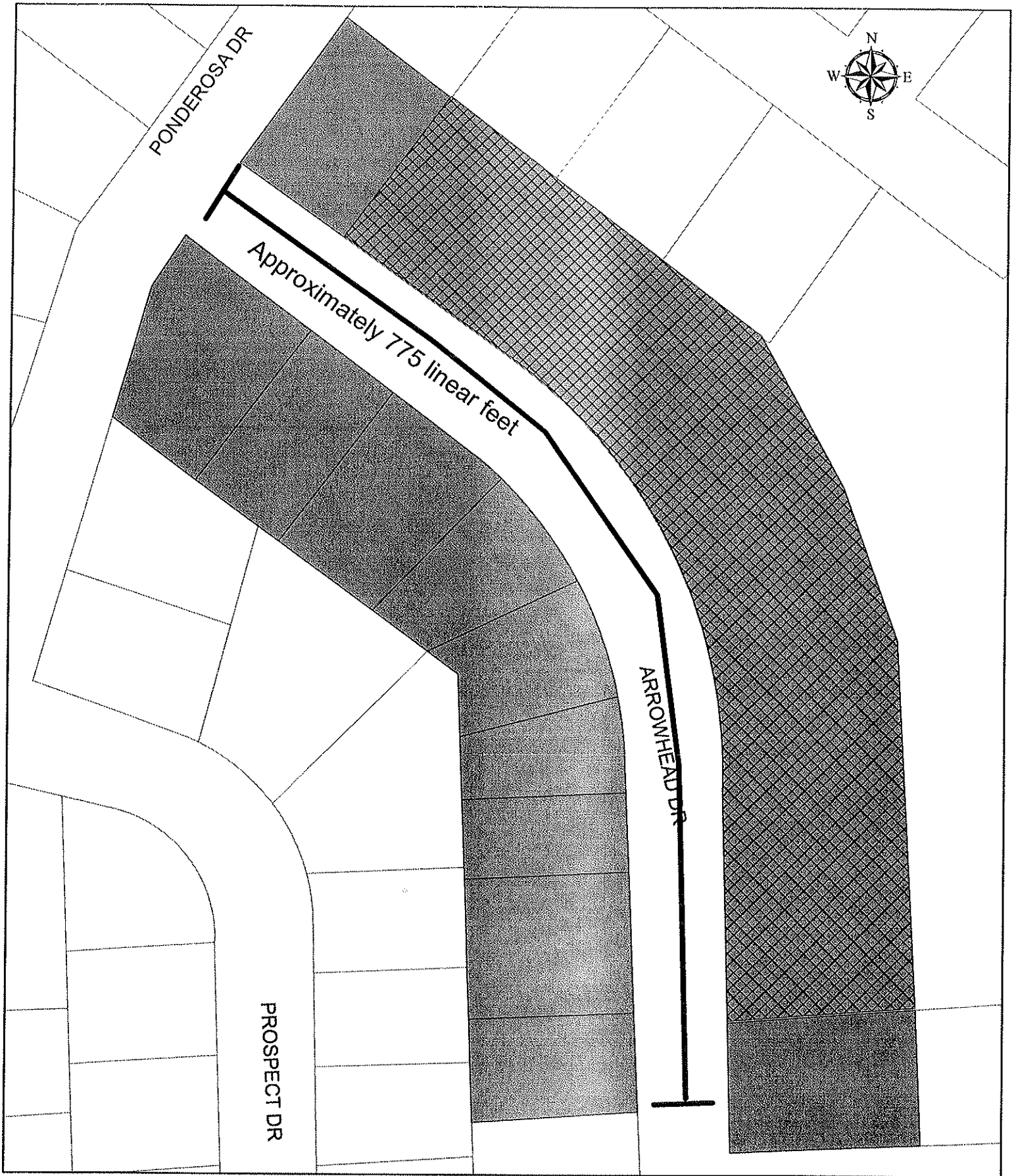
9. That upon passage and approval of this Resolution of Intent, the City Clerk of the City of Miles City, Montana, is hereby directed to give notice hereof, by publication and by mailing, all as provided by 7-12-4106 Montana Code Annotated.

**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 APRIL, 2013.**

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk



Legend



-  Future Southgate Subdivision, Phase I
-  Benefitted Lots

Exhibit A to Resolution 3588

RESOLUTION NO. 3589

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO CONTRACT WITH DENNIS HIRSCH FOR BUILDING INSPECTION SERVICES FOR FISCAL YEAR 2013-2014.

WHEREAS, the City of Miles city desires to contract with Dennis Hirsch for building inspection services as permitted by §50-60-304(3) MCA;

AND WHEREAS the terms of the contract attached hereto as Exhibit "A" and made a part hereof are acceptable to the City of Miles City;

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

1. The Building Inspection/Code Services Contract between the City of Miles City, Montana and Dennis Hirsch, attached hereto as Exhibit "A", and made a part hereof, is hereby renewed, approved and adopted by this Council for a period from July 1, 2013 through June 30, 2014.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Building Inspection/Code Services Contract on behalf of the City of Miles City and bind the City of Miles City thereto; and

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 Building Inspection/Code Services Contract 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, THIS _____ DAY OF APRIL, 2013.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

Exhibit "A"

**CITY OF MILES CITY BUILDING INSPECTION/CODE
ENFORCEMENT SERVICES CONTRACT**

This agreement entered into on this ___ day of _____, 2013, and effective as of July 1, 2013, between the **CITY OF MILES CITY**, a municipal corporation of the State of Montana, hereby called the City, and **DENNIS HIRSCH** of Route 2, Box 3135, City of Miles City, County of Custer, State of Montana, herein called Inspector.

SECTION ONE

Contract for Inspection Services

Pursuant to §50-60-304(3) MCA, City hereby contracts with Inspector for the performance of enforcement of its building codes, including the review and granting of building permits, building permit inspections, and enforcement of all rules and regulations for the construction, alteration, removal, demolition, and equipment used in the construction, location, and maintenance of buildings within the City of Miles city as prescribed by the Uniform Building Code, and other similar codes, including zoning ordinances, adopted by reference in Sections 5, 15, 20 and 24 of the Miles City Code of Ordinances.

SECTION TWO

Compensation

City shall pay Inspector for services rendered hereunder according to the following schedule:

- a) For all projects, in which a fee is collected, the Inspector shall receive sixty percent (60%) of the gross amount of the fee. For purposes of this subsection, "projects, in which a fee is collected" includes all activities incidental to applying for, determining, receiving, and securing a building permit, and specifically includes inspections, attendance at all board of appeals hearings, court proceedings, or any other meetings, pertaining to the ultimate issuance of a building permit. If a building permit is not ultimately issued, then such time is compensated under subsection (b) below.
- b) For all other projects the sum of \$18.00 per hour for work outside the scope of building permit issuance and inspections. Other projects include services required for acting as the code enforcement officer for the City of Miles City. In addition, when the Inspector is requested to act as code enforcement officer, he shall be reimbursed mileage at the rate provided for under §2-18-503 and 504 MCA. Inspector shall provide his own vehicle for travel and performance of his services hereunder.

- c) Inspector will make arrangements with the City to review all projects by no later than Wednesday of each week and agrees to accomplish the undertaking and completion of those projects within a reasonable time frame after receipt. In the event the Inspector is not available by Wednesday of each week, alternative arrangements for review of projects may be made through mutual agreement of the parties.

SECTION THREE

Non-Assignability; Personal Performance

Both parties recognize that this contract is one for personal services and neither it, nor the duties of Inspector hereunder, may be transferred, assigned, delegated or subcontracted by Inspector without the prior written consent of the City. All services hereunder shall be personally performed by Inspector and not by any employee or agent of inspector.

SECTION FOUR

Monthly Reports and Claims

Inspector will submit a written report concerning the status of building permits and other work projects, together with his monthly claim for services, prior to the first regular meeting of the City Council in each month.

For each construction of a new residential property, Inspector will fully complete and sign the Residential Construction Inspection check list, attached hereto as Exhibit "A" and made a part hereof. For each residential property remodel project, Inspector will complete and sign the Residential Construction Inspection check list (Exhibit "A") for all applicable components of the remodel. For each construction of a new commercial property, Inspector will fully complete and sign the Commercial Construction Field Inspection check list, attached hereto as Exhibit "B" and made a part hereof. For each commercial property remodel project, Inspector will complete and sign the Commercial Construction Field Inspection check list (Exhibit "B") for all applicable components of the remodel. A copy of each signed Residential Construction Inspection check List or Commercial Construction Field Inspection check list completed by the Inspector shall be delivered by the Inspector to the City's Director of Public Works, its Mayor, and to the owner of the project inspected.

SECTION FIVE

Independent Contractor

For purpose of Montana Worker's Compensation Law, and all other purposes, it is understood that the Inspector is an independent contractor and is not the employee or agent of the city.

Inspector shall not hold himself out as, nor represent himself to be, an employee or agent of the City.

As a condition precedent to any obligations of City under this Contract, Inspector shall obtain and file with the City an independent contractor certification from the Montana Department of Labor and Industry, in compliance with §39-71-417.

Inspector will perform services hereunder in compliance with all applicable Montana laws and regulations, but inspector will determine when and where to perform the work, the methods for performance of the work, the tools and equipment to use, and the order and sequence of work.

Inspector will provide his own tools, equipment, facilities and materials, and other costs of doing business for the performance of the work. City, at City's expense, will provide Inspector with building permit forms satisfactory to the City.

Inspector will pay his own Social Security and Medicare Taxes and all other necessary and reasonable expenses involved with the operation of his business. In the event the amount earned in a calendar year exceeds Six Hundred Dollars (\$600), the City will issue an IRS Form 1099. Inspector will provide the City Clerk with a completed and signed Form W-9 at the inception of this Contract.

SECTION SIX

Qualifications

Inspector represents and warrants that he has sufficient qualifications and all required licenses and certifications, if any, to legally serve in the capacity as a building inspector for the City under Title 50, Chapter 60, Part 3, MCA. The City will purchase and make available to inspector all code books and instructional materials required to perform the services hereunder. Inspector shall pay all membership dues needed to maintain his certification by the international Conference of Building Officials.

SECTION SEVEN

Duties

In addition to services as Building Inspector, the Inspector will provide additional services as a code enforcement officer as set forth under the Miles City Code of Ordinances, other than under Chapter 15, Nuisances. The contractor represents and warrants that he has reviewed Chapters 5, 20 and 24 of the Code of Ordinances of the City of Miles City and he is able and qualified to serve in that capacity. Compensation for the position as code enforcement officer is set forth in Section Two, subsection (b) of this agreement.

SECTION EIGHT
Termination and Renewal

This agreement shall remain in effect from its effective date until June 30, 2014 and may be renewed under the same terms and conditions for additional consecutive one-year terms through June 30th of succeeding years upon mutual agreement of the parties. Provided, however, the Mayor of the City may terminate this contract, with advice and consent of the City Council upon thirty (30) days advance written notice to Inspector. In the cases of misconduct, malfeasance, or non-performance by the Inspector, this contract may be terminated by City, immediately, without prior notice.

SECTION NINE
Nondiscrimination; Compliance with Governmental Code of Fair Practices.

Inspector shall comply fully with the Montana Governmental Code of Fair Practices (Title 49, Chapter 3 MCA) and, in the performance of this contract, all hirings by Inspector shall 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 the persons performing this contract.

SECTION TEN
Insurance and indemnity

At all times during the terms of this Contract, Inspector shall maintain a policy or policies of insurance, insuring Inspector against general liability and errors or omissions, on an occurrence basis, in a sum of not less than Seven Hundred Fifty thousand Dollars (\$750,000.00) per claim and in aggregate, with the City of Miles City named in each policy of insurance as an additional insured. Each policy of insurance shall provide that it is primary coverage over any insurance coverage maintained by the City of Miles City. At the commencement of this contract, and upon reasonable request of the City thereafter, Inspector shall provide to the City Clerk conforming certificates of insurance, including any endorsements necessary to include the City as a named insured under such policy of insurance. Each such certificate shall provide that the insurer will provide to the City at least ten (10) days prior notice before terminating, non-renewing, or materially altering the provisions, coverage or limits of liability of such policy of insurance.

Inspector shall assume, indemnify, defend and hold the City harmless from any and all claims and damages arising out of Inspector's performance of services hereunder.

SECTION ELEVEN

Completeness of Agreement

This document contains all the terms and conditions of this agreement and any alteration or variations of the terms of this agreement shall be Void unless made in writing and signed by all the parties. There are no other understandings, representations or agreements, written or verbal, not incorporated herein.

**SECTION TWELVE
Effective Date; Ratification by City Council**

This agreement shall become effective upon its signature by Inspector, Inspector's compliance with all conditions precedent hereunder, and ratification of this agreement by the City Council of the City of Miles City.

C.A. Grenz
Mayor of Miles City
Date: _____

Dennis Hirsch
Inspector
Date: _____

ATTEST:

Rebecca Stanton
City Clerk

Sample Agreement

Exhibit "A"

JANITORIAL SERVICE AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2011, by and between **THE CITY OF MILES CITY**, a political subdivision of the State of Montana, of 17 South Eighth Street, Miles City, Montana 59301, hereinafter referred to as "*the City*" and **DALE PETROFF**, doing business as "Dale's Cleaning Service", of Miles City, Montana 59301, hereinafter referred to as "*Contractor*";

IT IS HEREBY AGREED between the parties as follows:

1. **LOCATION AT WHICH SERVICES ARE TO BE PROVIDED.** Contractor will provide janitorial services, as further specified herein, for the City at the location set forth in Exhibit "A", *Location*, attached hereto and made a part hereof.

2. **SERVICES TO BE PROVIDED.** Contractor will provide at such location those janitorial services set forth in Exhibit "B", *Services to Be Provided*, attached hereto and made a part hereof, with the frequency set forth in such Exhibit "B". Services shall be provided by Contractor during those hours or days specified in Exhibit "B" to this Agreement.

Contractor shall perform all services hereunder timely, competently and in full compliance with the schedule attached hereto as Exhibit "B".

3. **TERM OF AGREEMENT; EARLY TERMINATION ON 30 DAYS NOTICE.** The term of this agreement shall be for a period commencing on the 1st day of July, 2011, and terminating at midnight on the 30th day of June, 2012, unless earlier terminated by written notice of either party.. Either party may terminate this agreement by thirty (30) days advanced written notice of termination to the other party.

4. **COMPENSATION.** The above services shall be provided by Contractor to the City at the above location for the sum of Five Hundred Fifty and no/100 Dollars

(\$ 550.00) per month, payable by the City to Contractor within thirty (30) days after the last day of each month for which service is provided hereunder. If service is provided for only a portion of a month, then such monthly sum shall be prorated by the number of days for which service was provided to the City by Contractor during such month, divided by the number of days for which service is to be provided in each month under Exhibit "B" to this Agreement.

5. **NO ADDITIONAL COMPENSATION.** Contractor shall not receive any additional compensation for travel, per diem, subsistence expenses, or any other expenses, all such expenses having been included in the rates set forth in paragraph 4, above.

6. **PERSONNEL, EQUIPMENT AND SUPPLIES.** Contractor, at Contractor's expense, shall supply all personnel, equipment and supplies necessary to carry out the scope of work under this Agreement. The City will supply toilet paper, paper towels and waste receptacle bags.

7. **HAZARDOUS MATERIALS.** In providing services hereunder, Contractor shall not utilize any supplies or materials that are a Hazardous Material, as defined herein, or that would impose a clean up obligation on behalf of the City under any federal, state or local law or regulation. Contractor shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any Hazardous Material into the atmosphere, ground, sewer system, or any body of water. As used herein, the term "Hazardous Material" means:

a. Any "hazardous waste" as defined by the Resource Conservation and Recover Act of 1976, as amended from time to time, and regulations promulgated thereunder;

b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to

time, and regulations promulgated thereunder;

c. Any substance which is or becomes regulated by any federal, state, or local governmental authority.

Contractor agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material used or brought upon the location by the Contractor, and the Contractor shall give immediate notice to the City of any violation of the provisions of this Section. Contractor shall defend, indemnify, and hold harmless the City from and against any claims, demands, penalties, fines, liabilities, settlements, damages (including, but not limited to all damages for injury to person and/or property) cleanup expense, and all other costs or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the presence, disposal, contamination, release of any such Hazardous Material by Contractor, its agents or employees, which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise.

8. SECURITY; DUTY OF CONTRACTOR TO CONTROL ACCESS. The City will provide Contractor a key or keys to access the location at which services are to be provided hereunder. Contractor shall keep such key or keys secure at all times so as to prevent unauthorized access to such location and shall not make copies of, nor permit any other person to make copies of, such keys.

Contractor shall access the location at which services are to be provided only for the purposes of providing such services and only at the times set forth in Exhibit "B" to this Agreement. While accessing such location, Contractor shall not authorize, permit or allow any person other than an employee of Contractor actually providing services under this Agreement to

access the location where services are to be provided.

Contractor shall, at the inception of this Agreement, provide to the City a written list of names of the persons who are providing services to the City under this Agreement and shall immediately update such listing in the event that new or different persons are providing services to the City under this Agreement. No person, other than persons named in the written listing provided by Contractor to the City, shall be allowed by Contractor to access the location while Contractor is providing services under this Agreement.

Unless otherwise instructed by the City, in writing, Contractor shall keep all doors to the location at which services are to be provided locked during periods during which service are being provided by Contractor hereunder and shall assure that all doors are locked when leaving the location.

9. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR; PROOF OF WORKERS' COMPENSATION COVERAGE OR EXEMPTION CERTIFICATE. Contractor is an independent contractor under this Agreement and is not the employee or agent of the City. Contractor, its officers, agents and employees, shall not hold themselves out as, nor represent themselves to be, employees or agents of the City. Contractor shall provide Workers' Compensation insurance coverage on all of its employees engaged in providing services under this Agreement, unless specifically exempted by law, and shall pay all payroll taxes, including FICA, Medicare, and unemployment, for its employees providing services hereunder. Contractor, prior to commencing work under this Agreement, shall provide to the City a certificate of insurance from the insurer providing Workers' Compensation insurance to Contractor. If Contractor claims exemption from providing Workers' Compensation insurance under Montana law, Contractor shall provide the City with a copy of its independent contractor

exemption certificate issued by the Montana Department of Labor and Industry pursuant to §39-71-417 MCA.

10. **NONDISCRIMINATION.** 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.

11. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold the City harmless from all liabilities and claims incurred in performance of the services provided hereunder.

12. **INSURANCE REQUIREMENTS.** During the term of this Agreement, Contractor shall maintain in full force and effect a policy of commercial general liability insurance providing coverage for negligence, errors and omissions of Contractor in such amounts as set forth in Exhibit "C", *Insurance Requirements*, attached hereto and made a part hereof. Contractor shall provide the City with certificates of insurance for such complying insurance coverage at the inception of this Agreement, and thereafter, upon reasonable demand, satisfactory evidence of the existence and continued existence of such insurance coverage. All such policies of insurance shall require at least ten (10) days advanced written notice by the insurer to the City prior to any cancellation, termination or lapse of such insurance coverage.

13. **PROHIBITION OF ASSIGNMENT OR SUBCONTRACTING.** This Agreement is personal as to Contractor and may not be assigned by Contractor, or subcontracted in any manner, without the prior written consent of the City.

14. **DEFAULT.** In the event that Contractors fails to timely and competently provide services, within the scope of services set forth in Exhibit "B", or otherwise fails to perform or

JAD
DE

violates any of the other terms and conditions of this Agreement, the City may give Contractor written notice of such default, detailing the nature of the default, and Contractor shall have fifteen (15) days from the date of such notice to correct the default. If Contractor does not fully correct the default within fifteen (15) days of the date of giving of such notice, the City may, without further notice, terminate this Agreement and it shall have no further force and effect. Notice shall be served upon Contractor by certified mail, return receipt requested, addressed to Contractor at:

Dale Petroff
Dale's Cleaning Service
2619 Leighton Boulevard #5
Miles City, Montana 59301

Notice shall be deemed given as of the date of its deposit into the United States Mail. The failure or forbearance of the City to give notice of default shall not constitute a waiver of further defaults by Contractor. Nothing herein shall be construed as limiting the right of the City to terminate this Agreement for cause, without notice of default, in the event of repeated defaults noticed by the City to Contractor.

15. **MODIFICATION.** This Agreement constitutes the entire Agreement of the parties and supersedes all prior negotiations and understandings of the parties. This Agreement may be modified only by written instrument executed by all parties.

16. **LITIGATION.** In the event that it becomes necessary for either party to institute legal proceedings to enforce any of the terms of this Agreement, then the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party all costs and expenses incurred in such proceedings, including reasonable attorneys fees.

17. **VENUE.** This Agreement shall be construed under the laws of the State of Montana and any action upon this Agreement shall be venued in Custer County, Montana.

18. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

19. **BINDING EFFECT.** This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns. The terms of this Agreement may be enforced individually by the member facilities of the Network receiving services under this Agreement.

20. **CAPACITY; PROOF OF GOOD STANDING.** The signators to this Agreement represent and warrant that they have the legal capacity and authority to bind the entities which are the parties to this Agreement. If Contractor is a corporation or limited liability company, at time of execution of this Agreement Contractor shall provide to City a Certificate of Existence for such entity issued by the Montana Secretary of State. If Contractor is operating under an assumed business name, at time of execution of this Agreement Contractor shall provide to City a Certificate of Fact issued by the Montana Secretary of State evidencing registration of such assumed business name.

EXECUTED this _____ day of _____, 2011.

CITY OF MILES CITY, MONTANA

By: Joe K. Wheeler
Its Mayor

Contractor

Dale Petoff
Dale Petoff

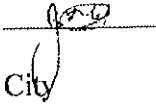
EXHIBIT "A"

LOCATION

Contractor shall provide the City janitorial services, as specified in Exhibit "B", at the following location:

City Hall
17 S. Eight St.
Miles City, Montana 59301

Initialed for identification:


City

Contractor

EXHIBIT "C"

INSURANCE REQUIREMENTS

Contractor shall provide insurance coverage pursuant to Section 3 of the Janitorial Services Contract in the following amounts:

Personal Injury:	\$250,000.00 per person
	\$500,000.00 per occurrence
Property Damage:	\$100,000.00 per occurrence

Initialed for identification:

City

Contractor

RESOLUTION NO. 3518

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO CONTRACT WITH DENNIS HIRSCH FOR BUILDING INSPECTION SERVICES FOR FISCAL YEAR 2012-2013.

WHEREAS, the City of Miles City desires to contract with Dennis Hirsch for building inspection services as permitted by §50-60-304(3) MCA;

AND WHEREAS the terms of the contract attached hereto as Exhibit "A" and made a part hereof are acceptable to the City of Miles City;

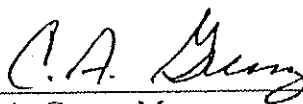
NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The Building Inspection/Code Services Contract between the City of Miles City, Montana and Dennis Hirsch, attached hereto as Exhibit "A", and made a part hereof, is hereby renewed, approved and adopted by this Council for a period from July 1, 2012 through June 30, 2013.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Building Inspection/Code Services Contract 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 Building Inspection/Code Services Contract 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, THIS 11TH DAY OF SEPTEMBER, 2012.



C.A. Grenz, Mayor

ATTEST:



Rebecca Stanton, City Clerk

NOTICE OF AVAILABILITY
OF REQUEST FOR QUALIFICATIONS (RFQ)

The City of Miles City is requesting statements of qualifications from engineering firms for the purpose of providing general engineering services for a five year period. As directed by the City of Miles City Mayor and Council, the firm would provide normal engineering and related services necessary for planning and preliminary studies, funding applications, preliminary and final design, bidding, and construction administration.

Copies of the detailed Request for Qualifications (RFQ) including a description of services to be provided by respondents and the minimum content of responses can be obtained by contacting Allen Kelm, Public Utilities Director. All responses to the RFQ must be received by the City of Miles City, PO Box 910, Miles City, MT 59301 by 5:00 PM, May 15, 2013.

REQUEST FOR QUALIFICATIONS (RFQ)

The City of Miles City is requesting statements of qualifications from engineering firms for the purpose of providing general engineering services for a five year period. As directed by the City of Miles City Mayor and Council, the firm would provide normal engineering and related services necessary for planning and preliminary studies, funding applications, preliminary and final design, bidding, and construction administration.

Services to be provided may include:

- Preparing preliminary studies and reports
- Legal, boundary, design, and construction surveys
- Attendance at meetings and facilitating workshops
- Preliminary and final design
- Obtaining approval of appropriate state and federal agencies
- Preparing construction bid packages and supervising the bidding and award phase
- Performing on-site observation of construction work and preparing inspection reports
- Performing construction administration during all phases of the construction process
- Providing reproducible plan drawings
- Conducting final inspection and testing
- Submitting certified record drawings
- Preparing an operation and maintenance manuals
- Producing documentation for submission to granting sources

Statements of qualifications should include:

1. The firm's legal name, address and telephone number.
2. The experience and qualifications of the staff to be assigned to the described activities.
3. Capability to meet time and budget requirements.
4. A description of the firm's current and projected work activities.
5. A description of the firm's prior experience, including any similar projects. Include at least three references.
6. A summary of recent and current work for Miles City.

The written responses shall be limited to a maximum of twenty (20) pages plus cover letter and attachments. Please submit ten (10) copies of the statement of qualifications.

The selection of finalists to be interviewed, if necessary, will be based on an evaluation of the written responses. Award will be made to the most qualified respondent, all factors considered. Interviews may or may not be conducted at the City's discretion. Unsuccessful candidates will be notified as soon as possible after a selection is confirmed.

Questions and responses should be directed to Allen Kelm, Public Utilities Director, PO Box 910, Miles City, MT 59301, Phone (406) 234-3493, Fax (406) 234-6392. Responses must be received no later than 5:00 PM, May 15, 2013.

This solicitation is being offered in accordance with federal and state requirements governing procurement of professional services. Accordingly, the City of Miles City reserves the right to negotiate an agreement with one or more selected firms based on the scope of work and experience, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate. Compensation for all activities will be negotiated on a task by task basis, as the project and need evolves.

RESOLUTION NO. 3590

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF A ROOF OVER THE NATURAL OASIS BUILDING WITH IAN SEABOLT D/B/A SEABOLT CONSTRUCTION.

WHEREAS, the City has advertised for and accepted bids for the construction of a roof system over the building located at the Natural Oasis in Miles City, Montana;

AND WHEREAS Ian Seabolt d/b/a Seabolt Construction, a Montana corporation, of Miles City, Montana was the lowest responsible bidder for such contract;

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

1. The Construction Contract, attached hereto, between the City of Miles City and Ian Seabolt d/b/a/ Seabolt Construction is hereby approved and adopted by this Council subject to final written approval of the City Attorney.
2. The Mayor of the City of Miles City, upon written approval of the City Attorney, is hereby empowered and authorized to execute said Contract on behalf of the City of Miles City and bind the City of Miles City thereto; and
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 Contract 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, THIS 23rd DAY OF APRIL, 2013.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

Exhibit "A"

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Miles City, a Montana municipal corporation, hereinafter "City," and Ian Seabolt d/b/a Seabolt Construction of Miles City, Montana, hereinafter "Contractor."

In consideration of the sum of Seventeen Thousand Four Hundred Seventy Dollars (\$17,470.00), Contractor agrees to perform the work described in Contractor's Proposal, attached hereto as Exhibit "A," which Contractor warrants to be in conformity with the requirements set forth in the solicitation for quotes which was mailed out by City's Public Works & Utilities Department, attached hereto as Exhibit "B." Payment shall be tendered by City upon the completion of the work described herein, to the satisfaction of City.

Contractor agrees that all work shall be completed in a workmanlike manner using quality materials, and that Contractor and all subcontractors will possess the necessary licenses to perform all work being completed.

Contractor shall carry a policy of commercial general liability insurance covering the work being performed hereunder in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate. Contractor shall be bonded in an amount not less than the value of the improvements being constructed hereunder.

Contractor agrees to perform all work in a timely manner, and agrees to have all work completed no later than May 29, 2013. There shall be liquidated damages in the amount of \$100 per day that work is not completed after the May 29, 2013 deadline.

Contractor shall comply with all applicable building codes, laws and regulations governing the work being performed, and shall obtain all necessary permits.

Contractor agrees to indemnify, defend and save the City, its officers, agents and employees harmless from any and all losses, damage and liability arising out of the work being performed by

Contractor.

This Contract is not assignable without the written consent of City.

This Contract may not be modified unless in a writing signed by the parties hereto.

The parties agree that Contractor is an independent contractor for purposes of this Contract and is not to be considered an employee of the City for any purpose.

The parties agree that time is of the essence in this Contract.

DATED this _____ day of _____, 2013

CITY OF MILES CITY

C.A. Grenz, Mayor

Attest:

Rebecca Stanton, City Clerk

IAN SEABOLT D/B/A SEABOLT CONSTRUCTION

Ian Seabolt

EXHIBIT "A"

PROPOSAL

SEABOLT CONSTRUCTION
PHONE: 951-1730

PROPOSAL NO.
SHEET NO.
DATE APRIL 8, 2013

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME CITY OF MILES CITY	ADDRESS "NATURAL OASIS" BUILDING
ADDRESS ATTN: ALLEN KEIM	CITY, STATE MILES CITY, MONTANA
CITY, STATE	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

INSTALL NEW ROOF SYSTEM ON BUILDING: PRE-ENGINEERED ROOF TRUSSES ON 24" CENTER @ 3/12 PITCH 5/8" OSB SUBSTRATE, ROOF TO BE SHINGLED WITH CLASS A SHINGLES, GALVANIZED ROOF-EDGE & FLASHINGS
EXISTING INDENTED EAVES TO BE EXTENDED TO MATCH OUTERMOST MANSARD OVERHANGS. NEW SOFFIT TO MATCH EXISTING SOFFIT.
REMOVE INTERIOR MANSARD SHINGLES, SHEETROCK EXPOSED AREAS, SHEETROCK CEILING IN BOYS AND GIRLS DRESSING ROOMS, PRIME & PAINT ALL NEW TAPED & SMOOTHED DRYWALL (INTERIOR MANSARD & CEILING) (ONE PRIME COAT, TWO COATS WHITE INTERIOR ENAMEL)
INSTALL FOUR FLUORESCENT LIGHTS IN EACH DRESSING ROOM, UPDATE ELECTRICAL SERVICE (FROM METER TO PANEL) NEW 200 AMP. ALL DEMO CLEAN-UP AND HAUL AWAY INCLUDED.


* THANK YOU FOR OPPURTUNITY TO BID THIS PROJECT!

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

SEVENTEEN THOUSAND, FOUR HUNDRED SEVENTY Dollars (\$ 17,470⁰⁰)

with payments to be as follows

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted 

Per IAN SEABOLT

Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____

DATE _____ SIGNATURE _____



EXHIBIT "B"

PUBLIC WORKS & UTILITIES
DEPARTMENT



CITY OF MILES CITY

17 So. 8th Street
P.O. Box 910
Miles City, Montana 59301

Telephone: (406) 234-3493
Fax: (406) 234-6392

Dear Contractor,

The City of Miles City is soliciting quotes to install a roof on the Natural Oasis Building.

- *The roof will be a 3-12 pitch and rafters will be 24" on center over entire area.
- *Soffit ends to match outermost top of mansard. Indented mansard will have to be extended to match up with outermost mansard overhang.
- * Reconstruct indented soffit to match existing outermost hangover
- * New soffit to match existing soffit.
- *Gable ends to match existing mansard at bottom of gable end.
- * Install 4 florescent lights with covers per dressing room on ceiling.
- * Update electrical service
- * Sheetrock ceiling, Tape, Prime and paint white with 2 coats paint as per manufactures instructions.
- * Interior mansard shingles will be removed and area to be sheet rocked, taped, primed, and painted same as ceiling.
- *Class A asphalt shingles on roof and mansard, with proper substrate, and flashing.

Natural Oasis Building will be open on 3-27-13 between the hours of 9AM to 11AM for inspection or by calling 234-3493 for an appointment.

Please deliver quotes to the Public Works office, upstairs at City Hall 17 S. 8th Street by April 9, 2013 5PM.

Other designs may be considered.

If you have any questions please call 234-3493.