

# **AGENDA**

*Regular Council Meeting  
City Council Chambers*

*January 28, 2014  
7:00 p.m.*

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

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**
  - a. City Council Meeting 1/14/2014
  - b. Finance Committee Meeting 1/17/2014
  - c. Flood Control Meeting 1/23/2014
2. **SCHEDULE MEETINGS**
3. **REQUEST OF CITIZENS & PUBLIC COMMENT**
4. **APPOINTMENTS**

**Planning Board:** Carol Hardesty, Dawn Leidholt (*Reappointments*)  
**Zoning Commission:** Muriel Rost & Amber Trenka (*Reappointments*)  
**Economic Development Board & Committee:** John Hollowell
5. **PROCLAMATIONS**
6. **STAFF REPORTS**

**City Clerk Lorrie Pearce:** Budget Training Session on Jan 29<sup>th</sup> @ 9:00 a.m.  
**Historical Preservation Office Connie Muggli:** Update on Depot
7. **CITY COUNCIL COMMENTS**
8. **MAYOR COMMENTS**
9. **COMMITTEE RECOMMENDATIONS**

*Finance Committee: 1/17/14: Approval of Water/Sewer Charge-offs*
10. **PUBLIC HEARINGS**
11. **BID AWARD**

**BID OPENING**
12. **OLD BUSINESS**

13. NEW BUSINESS

- A. **John Ungaretti, Solestone Reimbursement Services (Ambulance Billing)**
- B. **Resolution No. 3658:** A Resolution Of The City Council Of The City Of Miles City, Montana, Calling For An Election On The Question Of Conducting A Local Government Review And Establishing A Study Commission To Do So
- C. **Resolution No. 3659:** A Joint Resolution Of The Board Of Commissioners Of Custer County, Montana And The City Council Of Miles City, Montana, Approving An Interlocal Agreement For Fiscal Year 2013-2014 And A Letter Of Agreement Pertaining Thereto
- D. **Resolution No. 3660:** A Resolution Authorizing The Miles City To Enter Into An Extension Agreement With Tumblewood Development, Inc. For Sanitation Inspection Services For Calendar Year 2014
- E. **Resolution No. 3661:** A Resolution Authorizing The City of Miles City To Enter Into An Agency Service Agreement with PayGOV.US, LLC, An Indiana Limited Liability Company, For Payment Processing Services
- F. **Resolution No. 3662:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For Fy2013-2014 For Allocation Of Personnel And Associated Costs Between The Fire Department And Ambulance Funds And Providing For Hearing Thereon
- G. **Ordinance No. 1258:** An Ordinance Enacting A New Section 24-96 Of The Code Of Ordinances Of The City Of Miles City, Montana To Provide For A Process For Site Plan Review.
- H. **Final Plat Approval for Southgate Subdivision**

14. ADJOURNMENT

Public comment on any public matter that is not on the agenda of this meeting can be presented under Request of Citizens, provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings.

## **REGULAR COUNCIL MEETING**

**January 14, 2014  
7:00 p.m.**

### **CALL TO ORDER**

The Regular Council meeting was held Tuesday, January 14, 2014, in the City Council Conference room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Mayor C.A. Grenz called the meeting to order. Council Members present were Roxanna Brush, Sue Galbraith, Mark Ahner, Sheena Martin, Ken Gardner, Jerry Partridge, John Hollowell and Dwayne Andrews.

Also present were City Attorney Dan Rice, Public Utilities Director Al Kelm, Public Works Director Scott Gray, Fire Chief Dale Berg, Planner-in-Training/Grant Administrator Dawn Colton, City Clerk Lorrie Pearce and Deputy City Clerk/Minute Recorder Connie Watts. Two uniformed police officers were also present.

### **PLEDGE OF ALLEGIANCE**

Mayor Grenz led the Council in the Pledge of Allegiance.

### **APPROVAL OF COUNCIL & COMMITTEE MINUTES**

#### **Regular Council Minutes – 12/10/2013**

**\*\*** *Councilperson Brush moved to approve the minutes of the Regular Council Meeting of December 10, 2013, seconded by Councilperson Ahner and passed unanimously, 8-0*

#### **Finance Committee Minutes – 12/17/2013**

**\*\*** *Councilperson Ahner moved to approve the minutes of the Finance Committee Meeting of December 17, 2013, seconded by Councilperson Brush and passed unanimously, 8-0*

#### **Special Council Minutes – 12/17/2013**

**\*\*** *Councilperson Brush moved to approve the minutes of the Special Council Meeting of December 17, 2013, seconded by Councilperson Galbraith and passed unanimously, 8-0*

## **Special Council Meeting – 1/03/2014**

- \*\*** *Councilperson Galbraith moved to approve the minutes of the Special Council Meeting of January 3, 2014, seconded by Councilperson Gardner and passed unanimously, 8-0*

## **SCHEDULE MEETINGS**

**Finance:** To be scheduled next week

**Flood Control:** Thursday, January 23, 2014 @ 6:00 (tentative)

**Planning Board:** Tuesday, January 21, 2014 @ 6:00

## **REQUEST OF CITIZENS & PUBLIC COMMENT**

None

## **APPOINTMENTS**

**Planning Board:** Dale Barta

- \*\*** *Councilperson Hollowell moved to approve the appointment of Dale Barta to the Planning Board. The motion was seconded by Councilperson Brush and passed unanimously, 8-0.*

**Zoning Board:** Leif Ronning

- \*\*** *Councilperson Ahner moved to approve the appointment of Leif Ronning to the Zoning Board. The motion was seconded by Councilperson Gardner and passed unanimously, 8-0.*

**Historical Preservation Committee:** Mark Browning (Reappointment)  
Doug Melton (Reappointment)

- \*\*** *Councilperson Galbraith moved to approve the appointments of Mark Browning and Doug Melton to the Historical Preservation Committee. The motion was seconded by Councilperson Hollowell and passed unanimously, 8-0.*

**Airport Commission:** Calvin Carey  
Philip Emmons  
Doug Phair (Alternate)

- \*\*** *Councilperson Galbraith moved to approve the appointments of Calvin Carey and Philip Emmons to the Airport Commission, with Doug Phair*

*as an alternate. The motion was seconded by Councilperson Hollowell and passed unanimously, 8-0.*

**Standing Committees:**

Mayor Grenz nominated the following councilpersons for the **Finance Committee:**

Sue Galbraith, Sheena Martin, John Hollowell and Dwayne Andrews

**\*\*** *Councilperson Ahner moved to approve the Mayor's nominations for the Finance Committee, seconded by Councilperson Brush and passed unanimously.*

Mayor Grenz nominated the following councilpersons for the **Public Service Committee:**

Sue Galbraith, Jerry Partridge, John Hollowell and Dwayne Andrews

**\*\*** *Councilperson Galbraith moved to approve the Mayor's nominations for the Public Service Committee, seconded by Councilperson Hollowell and passed unanimously.*

Mayor Grenz nominated the following councilpersons for the **Public Safety Committee:**

Sue Galbraith, Sheena Martin, Mark Ahner and Roxanna Brush

**\*\*** *Councilperson Brush moved to approve the Mayor's nominations for the Public Safety Committee, seconded by Councilperson Gardner and passed unanimously.*

Mayor Grenz nominated the following councilpersons for the **Human Resources Committee:**

Ken Gardner, Sheena Martin, Mark Ahner and Roxanna Brush

**\*\*** *Councilperson Ahner moved to approve the Mayor's nominations for the Human Resources Committee, seconded by Councilperson Brush and passed unanimously.*

Mayor Grenz nominated the following councilpersons for the **Flood Control Committee:**

Ken Gardner, Sheena Martin, John Hollowell and Dwayne Andrews

\*\* *Councilperson Brush moved to approve the Mayor's nominations for the Flood Control Committee, seconded by Councilperson Ahner and passed unanimously.*

## **ELECTION OF COUNCIL PRESIDENT**

\*\* *Councilperson Ahner nominated Councilperson Hollowell as Council President, seconded by Councilperson Andrews.*

Mayor Grenz asked for other nominations. Hearing none, the nominations were closed.

*The nomination for Councilperson Hollowell as Council President then passed unanimously, 8-0.*

## **PROCLAMATIONS**

None

## **STAFF REPORTS**

**City Clerk Pearce** announced a Budget Training Session scheduled for Wednesday, January 29<sup>th</sup> at 9:00 a.m. A gentleman from Local Government Services will be giving the training until about 12:00. He will also be around after lunch to answer questions from councilmembers and directors.

**Historical Preservation Officer Connie Muggli** was to give an update on the Depot but, due to illness, was not able to attend the meeting.

**Planner-in-Training/Grant Administrator Dawn Colton** reported that the CDBG grant announcements were received for the flood control study. The County and City each received \$15,000. Mayor Grenz noted that we had requested \$60,000, and received half of that. An additional \$30,000 will have to be found at budget time.

She anticipates the final plats for Southgate and Horizon Park will be ready for approval on the next agenda.

Contracted Planner Dave DeGrandpre told her the subdivision regulations are almost complete; those should be ready by February.

## **CITY COUNCIL COMMENTS**

### Roxanna Brush

- Asked about the ordinance for the site plan review; it will be on the agenda for the January 28<sup>th</sup> meeting
- Reminded the public that no four-wheelers are allowed in any park in Miles City. She has noticed a lot of tracks in Milwaukee Park. Councilperson Brush thought maybe some signs should be placed by that park as a reminder. The Mayor asked Public Works Director Gray to look into this.

### Mark Ahner

- Requested the Council's permission to be gone for more than ten days, as he is going on vacation.

*\*\* Councilperson Brush moved to allow Councilperson Ahner to be gone for more than 10 days, seconded by Councilperson Andrews and passed unanimously.*

- Reported that he and the Mayor met today with the Custer County Commissioners regarding the Interlocal Agreement. Although the agreement should have been finalized in June, there were two items that were not able to be agreed upon.

The **payment of jail fees** was one of two items that, so far, had not been settled. The county attorney and the sheriff brought to Councilperson Ahner's and the Mayor's attention that prisoners transferred to Glasgow are now being paid for by the county. Last year the County approached the City to purchase a transport vehicle, which it did at a cost of \$14,600. The County Attorney thought that the City should be paying the incarceration and transportation costs for city prisoners, and the City Attorney disagreed. Statute states that if the facility is located in the County, the County bears the burden for all the costs. The statute is silent, however, on the respective responsibilities in the event the detention facility is located outside the County. An attorney general's opinion could be sought if the attorneys could not agree, but it could take a long time for an AG opinion, if one were to be forthcoming at all.

The County reported its costs through October 31, 2013, (about 1/3 of the way through the 13/14 fiscal year) were about \$14,600, which is what the City paid for the transport vehicle. The Sheriff proposed \$9,000 per year, which is less than what it would cost by charging per prisoner per day.

The City's counter-proposal was to consider the two parties even at the end of October, and then the City would pay \$6,000 (2/3 of the annual amount of \$9,000) for the remainder of the fiscal year ending June 30, 2014. Beginning July 1, 2014, the County would pay to the County \$9,000 for the fiscal year ending June 30, 2015. The County Commissioners unanimously accepted the counter proposal.

**Unmetered Water:** Councilperson Ahner said it was discovered that the City had been overbilling the County by 25% to 30% for unmetered water at the fairgrounds for at least 10 years. The County wanted the City to go back ten years, but the City proposed to waive fees for unmetered water for the next three years. Last year the City paid \$8,000 in booking fees. Both the City Attorney and the County Attorney agreed that the City should not have paid any booking fees other than those cited under City ordinance. Citations for City ordinances are fairly rare.

Councilperson Ahner recommended the Finance Committee meet next week and review the Interlocal Agreement. It could then be placed on the January 28<sup>th</sup> agenda. The County accepted this final draft. A letter of agreement between the City and County on these two issues will be an exhibit to the resolution that the City Attorney will draft.

#### **John Hollowell**

- Noted that Mike Coryell asked for an appointment by the City to the Economic Development Board. He said they prefer it be an active council member. They also need someone on the Economic Development Committee, also. Bill Melnik previously sat on the Board and Councilperson Hollowell sat on the Committee. He said they would prefer to combine those positions so that the same person would fill both seats.

Councilperson Hollowell said he would volunteer for both positions, as he currently sits on one of them now.

#### **Jerry Partridge**

- Noted that there is more oil being transported by rail through Miles City, which can be extremely explosive. He felt it was very important to try to implement a speed limit, possibly for 15 mph, for the trains going through town. Mayor Grenz asked City Attorney Rice to look into this.

#### **Sue Galbraith**



- Would like the Council to reconsider the appointments on some of the standing committees. She noted that new Councilperson Sheena Martin has been appointed to four committees, while Councilperson Partridge is only on one. She asked if Councilperson Partridge would mind taking Councilperson Martin's place on one of those committees. He said he would be happy to do that.

\*\* *Councilperson Brush moved to appoint Councilperson Partridge to the Public Safety Committee in place of Councilperson Martin. The motion was seconded by Councilperson Galbraith and passed unanimously.*

### **MAYOR COMMENTS**

- Commended the City crews for their efficient management of snow removal.
- He asked Public Works Director Gray to spread salt on the sidewalks under the underpass, as it is pretty slick.
- He was contacted by a volunteer at the hospital who was concerned that the city wasn't plowing Boutelle Street. He noted that is hospital property, and the City will plow to the City limits. The hospital has a private company that plows the rest of it.

### **COMMITTEE RECOMMENDATIONS**

None

### **PUBLIC HEARINGS**

**ORDINANCE NO. 1261:** An Ordinance Amending Ordinance No. 796 To Change The Zoning Of Lot F-1, Also Referenced As Tract 1-F, Of The Horizon Park Subdivision, An Addition To The City Of Miles City, Custer County, Montana, From Heavy Commercial (HC) To General Commercial (GC), And Providing An Effective Date, And A Hearing Thereon. *(Bobcat Property)*

Mayor Grenz called three times for comments from opponents, then three times for comments from proponents. Hearing no comments either for or against, the hearing was closed.

### **BID AWARDS**

None

### **BID OPENING**

None

## OLD BUSINESS

**ORDINANCE NO. 1261:** *(Second Reading)* An Ordinance Amending Ordinance No. 796 To Change The Zoning Of Lot F-1, Also Referenced As Tract 1-F, Of The Horizon Park Subdivision, An Addition To The City Of Miles City, Custer County, Montana, From Heavy Commercial (HC) To General Commercial (GC), And Providing An Effective Date, And A Hearing Thereon. *(Bobcat Property)*

Dave DeGrandpre, contracted Planner for the City, explained that Heavy Commercial would have a higher impact on the area than General Commercial. In a Heavy Commercial area a person would expect to find factories, truck washes, pipe storage yards, etc. The General Commercial designation would allow multi-family dwellings and other consumer-type commerce. He felt General Commercial would be appropriate for this area.

**\*\*** *Councilperson Galbraith moved to approve Ordinance No. 1261 by title only, seconded by Councilperson Brush. On roll call vote, the motion passed by unanimous consent, 8-0. Ordinance No. 1261 was adopted.*

## NEW BUSINESS

### **Petition to De-Annex Super 8 Motel**

The Council was concerned about the precedent of allowing properties to “de-annex.” The materials submitted with the petition showed a 40% increase in his property taxes from before he was annexed into the City. It was noted that the owner had petitioned the City to be annexed, thinking that it could mean an increase in his business since he could then become a member of the TBID (Tourism Business Improvement District.)

**Resolution No. 3655:** A Resolution Of Intent To Exclude Certain Lands From The Incorporated City Limits Of The City Of Miles City, Montana, Said Property Commonly Known As Super 8 Motel

**\*\*** *Councilperson Galbraith moved to approve Resolution 3655 by title only. The motion died for lack of a second. Resolution No. 3655 was not passed.*

**\*\*** *Councilperson Brush moved to note that the Resolution to exclude the Super 8 Motel property was not in the best interests of the City. The motion was seconded by Councilperson Galbraith and, on roll call vote, passed unanimously, 8-0.*

**Resolution No. 3656:** A Resolution Authorizing The Miles City Board Of Health To Enter Into A Cooperative Agreement With The Montana Department Of Public Health And Human Services For Inspections Of Licensed Establishments In Miles City, Montana, And Compensation.

**\*\*** *Councilperson Brush moved to approve Resolution 3656 by title only, seconded by Councilperson Ahner and, on roll call vote, passed unanimously. Resolution 3656 was adopted.*

**Resolution No. 3658:** A Resolution Of The City Council Of The City Of Miles City, Montana, Calling For An Election On The Question Of Conducting A Local Government Review And Establishing A Study Commission To Do So

**\*\*** *Councilperson Galbraith moved to approve Resolution 3658 by title only, seconded by Councilperson Partridge.*

City Attorney Rice explained he would like this resolution tabled. He said that, because of a change in statute since the last time this was dealt with, he was not aware that figures for estimated costs had to be included. The resolution, therefore, will have to be revised.

**\*\*** *Councilperson Galbraith moved to table Resolution 3658, seconded by Councilperson Ahner and, on roll call vote, passed unanimously. Resolution No. 3658 was tabled.*

**Approval of Amended Horizon Park Subdivision Plat (Bobcat Property) to Exclude the Dry Sewer Line**

**\*\*** *Councilperson Hollowell moved to approve the amended Horizon Park Subdivision Plat, seconded by Councilperson Galbraith. On roll call vote the motion passed unanimously, 8-0. The Amended Horizon Park Subdivision Plat was approved.*

## **APPROVAL OF DECEMBER CLAIMS**

Councilperson Ahner reviewed the claims and noted that travel vouchers should be attached to the claims. Also, the airport did not have any receipts attached to its credit card statement.

\*\* *Councilperson Ahner moved to approve December claims, seconded by Councilperson Gardner. On roll call vote, the **motion passed** by unanimous consent, 8-0.*

## **ADJOURNMENT**

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

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

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**C.A. Grenz, Mayor**

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**Lorrie Pearce  
City Clerk**

## **Finance Committee Meeting January 17, 2014**

The **Finance Committee** met Friday, January 17, 2014, at 5:00 p.m. in the City Hall Conference Room. Present were Committee members Sue Galbraith, Dwayne Andrews, and Sheena Martin. John Hollowell was absent. Also present were Councilperson Ken Gardner, Utility Billing Clerk Patti Bishop, Police Captain Mark Reddick and Recorder/City Clerk Lorrie Pearce.

### **Selection of Committee Chairperson**

- \* \* *Committee Member Andrews moved to nominate Committee Member Sue Galbraith as Chairperson to the Finance Committee, seconded by Committee Member Martin.*
  
- \* \* *Committee Member Galbraith moved to nominate Committee Member Dwayne Andrews. There was no second.*
  
- \* \* *Committee Member Andrews' motion carried 3-0. Committee Member Galbraith was elected Chairperson of the Finance Committee.*

### **Approval to initiate a credit card/debit card payment system**

Chairperson Galbraith explained that the credit/debit card payment system is to pay utility bills and other city fees. The program would charge 3% of the total amount, or \$2.00 if less than \$67.00. She added that it may also help to mitigate write offs.

Committee Member Andrews asked if we would have to hook anything up to our computers. Clerk Pearce explained that the system is already programmed in the water counter computer. There's very little that the City will have to do to get the system up and running. She explained the contract is month to month to protect both the City and Paygov in case there is a problem with the system, or the system is not working for the City, etc. She added that the payment system is at no charge to the City.

Committee Member Martin asked if the public will be notified of the charges. Clerk Pearce explained that a laminated poster will be posted at the Water counter, and a public notice (provided by PayGov) will be published in the Miles City Star explaining the cost to the customers.

Billing Clerk Bishop explained that the customer can make a payment at the water counter, pay on line, or call Paygov. The City of Miles City will not take payments over the phone because of liability reasons.

- \* \* *Committee Member Andrews moved to recommend to Council approval of implementing the credit card/debit card payment system. The motion was seconded by Committee Member Martin; the motion carried unanimously, 3-0.*

### **Water and Sewer Debts to Collection**

Billing Clerk Bishop explained that the total of \$ 7,548.43 will be less, because a payment of \$196.35 has been received. The new total will be \$7,352.08. She explained this is a process that is completed every 6 months, and it's mostly from renters who moved out of town. Committee Member Andrews asked if the \$7,000.00 amount is normal; Billing Clerk Bishop answered "yes".

- \* \* *Committee Member Martin moved to recommend to Council approval of sending the water and sewer debts to collection. The motion was seconded by Chairperson Galbraith; the motion carried unanimously, 3-0.*

### **Review of Collection Professionals, Inc. (CPI) Contract**

Clerk Pearce explained the City has used CPI since 2002. The last contract renewal was 2011, but it should be renewed every year. The old contract shows the fee schedule on assigned balances at 30% and legal action at 40%. The new contract would change to 33 1/3% for assigned balances and 50% for legal. She talked to Chris from CPI and he told her that if we wanted to stay at the 30% for assigned balances, the legal would raise to 50%. Staying with the 33 1/3 and 40% would save the City money because 75% of the claims end up as a legal action.

Chairperson Galbraith asked if it has gone out to bid. Clerk Pearce replied that it has not, and she explained the collection agency the Ambulance uses is 50% for assigned balances. She also said that CPI might change their charges if the City asked. Chairperson Galbraith asked what the success rate is with CPI, Billing Clerk Bishop replied that she gets approximately \$200 a month back from CPI.

It was decided to call Mainstreet Business Services and DCI credit service for quotes.

- \* \* *Committee Member Andrews moved to postpone the review of the CPI contract*

*until additional information is collected. The motion was seconded by Committee Member Martin; the motion carried unanimously, 3-0.*

### **Review of Interlocal Agreement**

After a brief discussion, the Committee decided to pass the Interlocal Agreement because it would take too much time to change it now.

- \* \* *Committee Member Galbraith moved to recommend to Council approval of the Interlocal agreement. The motion was seconded by Committee Member Andrews; the motion carried unanimously, 3-0.*

### **Discussion of Finance Committee to Review Journal Vouchers**

Clerk Pearce stated the auditors informed her that JV's should be approved by the Finance Committee. She explained what JV's are, and that most of them are reoccurring every month. The others are usually correcting entries that were miscoded.

It was decided that JV's will be reviewed at the same time as claims are.

### **Discussion on Resolution 3658. A Resolution of the City Council of the City of Miles City, Montana, Calling For An Election On The Question of Conducting A Local Government Review And Establishing A Study Commission To Do So**

Chairperson Galbraith handed out the budget for the 1995 Study Commission. She explained that Clerk Pearce compared prices for 2014 to it and she felt that an expense of \$14,000 for 2 years would be sufficient .

Clerk Pearce stated that a decision is needed as to how the City will finance the Study .It can be in a dollar amount or mills. The mill for Miles City this fiscal year is \$ 7071. Committee Member Martin felt charging a mill would be the best way for the City get it's money back. She felt if the City voters approved the study, then it should be paid by taxes. Chairperson Galbraith felt the say way. Committee Member Andrews felt that the money should come from the General Fund. After a short discussion, it was decided to charge 2 mills.

It was decided that five is an adequate number of people to be on the Study Commission.

- \* \* *Chairperson Galbraith moved to recommend that the City Council approve Resolution 3658 with the addition of a five person board and a cost of two mills*

*(\$1,4142) for two fiscal years. The motion was seconded by Committee Member Andrews; the motion carried unanimously, 3-0.*

### **Discussion of Purchasing Police Vehicles with City Court Funds**

Captain Reddick reported that in 20 years the fleet has been inflated by quite a bit. The reason is to provide the older vehicles for administrative usage and for Patrol Sergeants and Senior Officer to respond to critical calls. Also, he felt that having the patrol cars sitting in the neighborhood has dropped crime. The two oldest vehicles being used are the 1996 Jeep Cherokee and the 2004 Envoy. They are being used because they are capable of being moved around the streets this time of the year. The rear wheel cars are not safe. Reddick stated that Chief Colombik has called around for six cylinders SUV's that are fuel efficient and at a price of around \$20,000 each. He added that it will cost an additional \$10,000 to outfit each vehicle, for a total cost of \$60,000.

Chairperson Galbraith asked if the police are looking at replacing the vehicles immediately or waiting for next fiscal year. Captain Reddick said that Chief Colombik would like to follow through on this as soon as possible. Chairperson Galbraith expressed concern of the Court fund already paying for the insurance and wages of the Police.

Committee Member Martin asked if the vehicles would be traded in or kept. Captain Reddick said they may trade in, but the City wouldn't get much for them. Chairperson Galbraith mentioned, that if the vehicles are kept, the City would have to pay insurance on all of them.

Committee Member Andrews stated that the City is not in a good place as far as the Budget is concerned. The money is getting thinner and thinner for mid-year, and the City has some serious economic issues.

Chairperson Galbraith stated that she would like to see where the spending is after December 2013. Andrews agreed.

\* \* *Chairperson Galbraith moved to table the request to purchase police vehicles with City Court funds. The motion was seconded by Committee Member Martin; the motion carried unanimously 3-0.*

### **Request of Citizens**

-None



**Adjournment**

There being no further business, Committee Member Martin moved to adjourn the meeting, seconded by Committee Member Andrews. The meeting was adjourned at 6:00 p.m.

Respectfully Submitted:

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Chairperson Susan Galbraith

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City Clerk Lorrie Pearce

## **Flood Control Committee**

### **January 23, 2014**

The **Flood Control Committee** met Wednesday, January 23, 2014, at 6:00 p.m. in the City Hall Conference Room. Present was Committee Member Ken Gardner. Also present were Floodplain Administrator Sam Malenovsky, Public Works Director Scott Gray, KLJ Engineer John Wirries, KLJ Project Engineer and Recorder HR/Payroll Officer Billie Burkhalter. Committee Members John Hollowell, Dwayne Andrews and Sheena Martin were absent.

As there was not a quorum, the Flood Control meeting will be rescheduled.

1. **Election of Chairperson**
2. **Review Information for Public Awareness Meeting**
3. **Request of Citizens**
4. **Adjournment**

AMBULANCE RECAP - SOLESTONE - FISCAL YEAR 13/14																					
DATE	Total # Charged	CALLS	CALLS	CHARGES	RECEIPTS	REIMB.	MC/MD WR/OFF	VA WR/OFF	ST FUND WR/OFF	BAD DEBT WR/OFF	MISC WR/OFF	5510-510 WR/OFF	5510-511 WR/OFF	REVERSED/REVERSEI	BILLING ADJ	PRE 2013 ADDED TO \$\$	BANK- RUPTCY WR/OFF	Solystone Aging Report	Difference		
																				BALANCE	
Jul-13 31	112	78		\$61,406.07	-\$32,067.22	\$0.00	-\$12,264.92	-\$1,637.39	-\$235.05	\$0.00	-\$3,370.10	\$0.00	\$0.00	-\$121.83	\$0.00	\$213,200.18	\$0.00	\$224,950.40	-\$40.66		
Aug-13 31	62	94		\$48,848.65	-\$27,855.37	\$0.00	-\$12,052.53	-\$2,455.81	\$0.00	-\$755.39	-\$795.04	\$0.00	\$0.00	\$5.27	\$12,893.23	\$0.00	\$224,909.74	\$0.00	\$243,373.41	-\$40.66	
Sep-13 30	66	89		\$59,499.82	-\$34,866.47	\$0.00	-\$9,480.17	-\$3,399.27	-\$258.92	-\$95.11	\$40.66	\$0.00	\$0.00	\$560.63	\$0.00	\$255,333.62	\$0.00	\$255,333.62	\$0.00		
Oct-13 31	66	88		\$51,359.78	-\$36,905.13	\$0.00	-\$15,329.73	-\$1,121.80	\$0.00	-\$45,425.68	-\$686.80	\$0.00	\$0.00	-\$566.80	\$0.00	\$204,814.48	\$0.00	\$204,814.48	\$0.00		
Nov-13 30	89	100		\$72,646.85	-\$37,311.95	\$0.00	-\$10,265.79	-\$3,265.85	-\$251.96	\$79.89	-\$686.86	\$0.00	\$95.11	\$0.00	\$0.00	\$0.00	\$225,853.92	\$0.00	\$225,853.92	\$0.00	
Dec-13 31	74	110		\$55,613.54	-\$36,773.83	\$0.00	-\$13,879.55	-\$7,164.74	-\$293.53	-\$33,774.14	\$272.49	\$0.00	-\$133.23	\$0.00	\$0.00	\$0.00	\$199,620.93	\$0.00	\$199,620.93	\$0.00	
Jan-14 31																					
Feb-14 28																					
Mar-14 31																					
Apr-14 30																					
May-14 31																					
Jun-14 30																					
Balance Forward from June, 2013:																					
				\$359,374.21	-\$205,779.97	\$0.00	-\$73,382.59	-\$19,044.86	-\$1,039.46	-\$80,370.43	-\$5,048.33	\$0.00	\$95.11	-\$276.06	\$12,893.23	\$0.00					
"Old Accts"																					
				\$95,671.73																	
SS Put on their system in July, reflected on Aug reports																					
				\$12,893.23																	
				\$82,778.50																	
July billing adj : -\$146.27 courtesy adj; +\$25.50 Int adj; -1.06 adj after June rept=- \$121.83 TOTAL																					
Misc w/off = -\$1,363.58 = deceased; -6.52 = risk withhold; \$370.10 TOTAL																					
Aug Bad Debt = -\$155.39 uncollectible																					
Misc w/off = -\$795.04 Ins w/offs; Billing adj: +\$5.27																					
Sept Bad Debt = \$95.11 Reimb = \$10																					
Misc w/off = \$40.66 - to bring the "difference" column to zero																					
Oct misc w/o=\$606.65 courtesy adj; \$290.62=hardship w/o; \$612.21=indigent pt																					
Billing Adj = \$+.01 Internal adj; \$611.56 prev paid; +24.75 adj after Sept Rpts																					
Nov misc w/o=-686.86: hardship write-off																					
Dec misc w/o=272.49:																					
Billing Adj = (133.23); adjusted after Nov 2013 report																					

AMBULANCE RECAP - FISCAL YEAR 12/13

DATE	Charged	Total #	CALLS	CALLS	CHARGES	RECEIPTS	5510-12000	REIMB.	MC/MD	VA	ST FUND	BAD DEBT	MISC	5510-810	5510-811	BILLING	ACCT	Transferred	BALANCE
(BALANCE FORWARD)	CALLS	CALLS	CALLS	CALLS	CHARGES	RECEIPTS	REIMB.	REIMB.	WR/OFF	WR/OFF	WR/OFF	WR/OFF	WR/OFF	WR/OFF	WR/OFF	ADJ	CR/RE	to	
Jul-12	71	88	88	88	\$59,856.01	-\$26,780.21	\$0.00	\$0.00	-\$3,881.78	-\$4,195.76	-\$190.45	-\$6,357.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$283,372.11
Aug-12	31	72	110	110	\$51,009.74	-\$40,549.24	\$0.00	\$0.00	-\$3,860.27	-\$7,316.15	-\$685.99	-\$37,420.40	-\$146.25	\$447.43	\$428.54	\$0.00	\$0.00		\$301,821.98
Sep-12	30	75	102	102	\$66,255.03	-\$25,213.84	\$0.00	\$0.00	-\$4,527.95	-\$1,886.02	\$0.00	\$0.00	\$0.00	\$693.77	\$0.00	\$0.00	\$0.00		\$263,729.39
Oct-12	31	78	102	102	\$74,845.21	-\$32,523.98	\$0.00	\$0.00	-\$16,337.02	-\$4,388.09	-\$146.10	\$0.00	\$0.00	\$179.94	\$0.00	-\$1,482.27	\$0.00		\$299,050.38
Nov-12	30	74	101	101	\$58,796.46	-\$31,915.91	\$94.95	\$0.00	-\$17,510.81	-\$2,311.28	-\$249.95	\$0.00	\$0.00	\$277.75	\$0.00	\$0.00	\$0.00		\$319,198.07
Dec-12	31	104	141	141	\$75,255.43	-\$31,981.13	\$4.57	\$0.00	-\$9,992.10	-\$1,770.79	\$0.00	-\$12,856.90	-\$21.66	\$139.83	\$0.00	\$200.54	\$0.00		\$325,358.62
Jan-13	31	0	0	0	\$0.00	-\$53,705.02	\$0.00	\$0.00	-\$28,516.64	-\$6,706.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$345,170.27
Feb-13	28	0	0	0	\$0.00	-\$15,358.33	\$133.17	\$0.00	-\$8,534.75	-\$6,017.93	\$0.00	\$0.00	-\$335.16	\$64.96	\$0.00	\$0.00	\$0.00		\$256,241.83
Mar-13	31	0	0	0	\$0.00	-\$14,758.85	\$1,699.02	\$0.00	-\$10,041.64	-\$14,068.06	-\$406.86	-\$40,585.61	-\$3,457.34	\$1,417.37	\$0.00	\$0.44	\$7,599.50	-\$153,711.96	\$0.00
Total MCity Activity thru Mar. 2013: \$386,017.88 \$272,786.31 \$1,931.71																			
Total SOLESTONE Activity Jan - June 2013																			
Jan-13	31	77	96	96	\$63,138.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$63,138.85
Feb-13	28	74	99	99	\$64,433.24	-\$4,478.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$122,473.36
Mar-13	31	83	117	117	\$59,955.60	-\$41,713.09	\$0.00	\$0.00	-\$16,678.37	-\$329.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$117,708.31
Apr-13	30	86	117	117	\$48,485.61	-\$26,205.64	\$0.00	\$0.00	-\$8,606.93	-\$1,448.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$471.15	\$0.00		\$130,403.82
May-13	31	85	117	117	\$63,712.15	-\$35,636.16	\$0.00	\$0.00	-\$9,420.82	-\$2,533.75	\$0.00	\$0.00	-\$3,586.82	\$0.00	\$0.00	\$722.22	\$54,679.90		\$199,340.54
Jun-13	30	79	94	94	\$59,748.65	-\$32,834.21	-\$10.00	\$0.00	-\$11,514.26	-\$1,952.90	\$0.00	\$0.00	-\$295.61	\$0.00	\$0.00	\$172.92	\$702.05		\$213,200.18
Jun-13	30	79	94	94	\$59,748.65	-\$32,834.21	-\$10.00	\$0.00	-\$11,514.26	-\$1,952.90	\$0.00	\$0.00	-\$295.61	\$0.00	\$0.00	\$172.92	\$702.05		\$213,200.18
GRAND TOTAL FOR FY 2012/2013: \$739,489.98 \$413,653.69 \$1,921.71																			
"Old Accts"																			
\$ 153,711.96 XFR to Solestone March 31, 2013																			
\$ 2,658.28 Pd on old accts, not on SS yet - April																			
\$ 151,053.68 April, old bal on our system																			
PRE 2013 ADDE \$ 54,679.90 SS Put on their system in May																			
\$ 96,373.78 May, old bal on our system																			
PRE 2013 ADDE 702.05 SS Put on their system in June																			
\$ 95,671.73 June, old bal on our system																			
Apr billing adj = -49.50 after Feb report; + \$20.65 on Apr billing charges																			
May billing adj = .73 interest adj + 722.09 call added after 4/13 report																			
Misc w/roff = Decreased 3,586.82																			
June billing adj = +8.43 interest adj; +9.49 adj after May report = +\$17.92																			
Misc w/roff = 295.61; Reimb = \$70																			

**RESOLUTION NUMBER 3658**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, CALLING FOR AN ELECTION ON THE QUESTION OF CONDUCTING A LOCAL GOVERNMENT REVIEW AND ESTABLISHING A STUDY COMMISSION TO DO SO.**

*WHEREAS*, Section 9, Article XI of the Constitution of the State of Montana requires that each unit of local government shall conduct an election once every ten years to determine whether the local government will undertake a local government review procedure; and

*AND WHEREAS*, 7-3-173(2) M.C.A. requires that the governing body shall call for an election, to be held on the primary election date, on the question of conducting a local government review and establishing a study commission; and

*AND WHEREAS*, the City Council of the City of Miles City is the governing body of the City of Miles City.

***NOW THEREFORE BE IT RESOLVED THAT:***

1. The City Council of Miles City hereby calls for an election on the question of conducting a local government review and electing a study commission to be held at the primary election on June 3, 2014.
2. If the voters decide in favor of conducting a local government review, a study commission comprised of five (5) members shall be elected at the general election of November 4, 2014.
3. Pursuant to 7-3-175, M.C.A. the question of conducting a local government review shall be submitted to the electors in substantially the following form:

*Vote for one:*

FOR the review of the government of the City of Miles City and the establishment and funding, not to exceed two (2) mills, totaling \$14,142, at one (1) mill or \$7,071 per year for two years, of a local government study commission consisting of five (5) members to examine the government of the City of Miles City and submit recommendations on the government.

AGAINST the review of the government of the City of Miles City and the establishment and funding, not to exceed two (2) mills, totaling \$14,142, at one (1) mill or \$7,071 per year for two years, of a local government study commission consisting of five (5) members to examine the government of the City of Miles City and submit recommendations on the government.

Accordingly, the City Clerk is instructed to provide a copy of this Resolution to the Custer County Election Administrator.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY  
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,  
MONTANA, THIS 28th DAY OF JANUARY, 2014.**

\_\_\_\_\_  
C.A. Grenz, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

**RESOLUTION NO. 3659**

**A JOINT RESOLUTION OF THE BOARD OF COMMISSIONERS OF CUSTER COUNTY, MONTANA AND THE CITY COUNCIL OF MILES CITY, MONTANA, APPROVING AN INTERLOCAL AGREEMENT FOR FISCAL YEAR 2013-2014 AND A LETTER OF AGREEMENT PERTAINING THERETO.**

*WHEREAS*, in the interests of economical provision of services to the citizens of Custer County and Miles City, the City of Miles City and Custer County have agreed to provide certain services to the other at a reasonable compensation for such services, and have reduced their agreement to writing in the form of an Interlocal Agreement for Services;

*AND WHEREAS* certain future agreements have been made as a part of the negotiation of the provisions of said Interlocal Agreement for Services, which have been reduced to writing in the form of a Letter of Agreement between the parties;

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

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

1. The Interlocal Agreement for Services FY 2013-2014, attached hereto as Exhibit "A," is hereby approved by the respective agencies, and the Custer County Commissioners and the Mayor of the City of Miles City are hereby authorized to execute the same, and to bind their respective agency.
2. The Letter of Agreement, attached hereto as Exhibit "B," is hereby approved by the respective agencies, and the Custer County Commissioners and the Mayor of the City of Miles City are hereby authorized to execute the same, and to bind their respective agency.
3. The County Commissioners and the Mayor of the City of Miles City are hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of both such agreements.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF CUSTER COUNTY, MONTANA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

\_\_\_\_\_  
Kevin Krausz, Commissioner

\_\_\_\_\_  
Vicki Hamilton, Commissioner

\_\_\_\_\_  
Keith Holmlund, Commissioner

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY  
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,  
MONTANA, THIS 28th DAY OF JANUARY, 2014.**

\_\_\_\_\_  
C.A. Grenz, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk



Exhibit "A"  
**MILES CITY/CUSTER COUNTY**  
**INTERLOCAL AGREEMENT FOR SERVICES FY 2013-2014**

This **AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, effective the 1st day of July, 2013, by and between **CUSTER COUNTY, MONTANA**, a political subdivision of the State of Montana, hereinafter referred to as "**COUNTY**", and the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, hereinafter referred to as "**CITY**".

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

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

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

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

**1. TERM OF AGREEMENT AND RENEWAL:**

This Agreement shall be in effect for a period of twelve months, with an effective date of July 1, 2013, and terminating at midnight on June 30, 2014. This Agreement shall automatically renew for FY 2014-2015, with appropriate recalculation of rates and fees, subject to the provisions contained in Paragraph 8.

**2. SCOPE OF SERVICES:**

The City, in consideration of the sums to be paid herein by the County and the services to be supplied to it by the County, shall provide to the County during the term of this Agreement those services listed in Exhibit "1" attached hereto and made a part hereof by reference. The County, in consideration of the services to be supplied to it by the City, shall provide to the City during the term of this Agreement those services listed in Exhibit "2" attached hereto and made a part hereof by reference.

**3. METHOD OF PROVIDING SERVICES:**

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

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

**4. COMPENSATION FOR SERVICES:**

In addition to providing to the City the services listed in Exhibit "2", the County shall pay to the City for the provision of the services listed in Exhibit "1" by the City the following sums:

**A. Bullard Street Sanitary Lift Station Inspections**

Such inspections shall be conducted daily in accordance with the same procedures utilized by City in inspection of sanitary lift stations owned by City. This contract is for inspection services only; however, the City will promptly perform any necessary repairs or maintenance observed during its inspections. City will promptly notify County of any need for repairs or maintenance observed from its inspections. County shall reimburse the City for any necessary repairs or maintenance. County shall pay for all electricity utilized by the Bullard Street Sanitary Lift Station and shall maintain such electrical account in County's name.

The sum of One Thousand Five Hundred Thirty and no/100 Dollars (\$1,530.00) payable in equal quarterly installment of Three Hundred Eighty Two and 50/100 Dollars (\$382.50) per quarter, the first installment due on September 25, 2013, and each quarterly installment on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement.

**B. Water at County Fairground**

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

The fee for this service is waived for FY 2013-2014.

**C. Central Dispatch**

Twenty-five percent (25%) of the City's Net Central Dispatch Budget for FY 2013-2014, payable in four equal quarterly payments, commencing on September 25, 2013, and on the 25th day of each quarter (December, March, June) thereafter. Net Central Dispatch Budget shall mean the gross Central Dispatch Budget less 911 Operating funds received from the State of Montana pursuant to Title 10, Chapter 4, MCA (State Emergency Telephone System). The calculated result of this formula is the sum of Seventy Three Thousand Seven Hundred Fifty and no/100 Dollars (\$73,750.00).

**D. Animal Control Services.**

The City shall bill the County quarterly for Animal control Services provided by the City, including the actual costs of impounding, boarding, quarantine, euthanasia, and capture of potentially dangerous animals (vicious dogs, rabid mammals). The first billing shall be due on the 25th day of September 2013, and each successive billing on the 25th day of each quarter, (December, March, June), thereafter during the term of this Agreement. The following costs will serve as the basis for bills submitted to the county:

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

**Capture of Potentially Dangerous Animal:**

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

**E. Ambulance Services**

Ambulance services provided by the City, the actual costs of 911 dispatch calls outside the City limits but within the boundaries of Custer County will be billed to the County on a quarterly schedule. The first billing due on the 25th day of September 2013, and each successive billing on the 25th day of each quarter (December, March, June) thereafter during the term of this Agreement.

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

**F. Booking Services**

Booking services for persons charged under state statute shall be provided by the County at no cost to the City. Booking services, for persons who are charged solely under City Ordinance, which are provided by the County to the City for FY 2013-2014 will be billed and payable in four quarterly payments, commencing on September 25, 2013, and on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement. The City Agrees to compensate the County \$30.00 for each person booked (finger printed, photographed, etc.), when charged solely under City Ordinance, as the Miles City Police Department or City Judge determines necessary.

**G. School Resource Officer**

The County agrees to pay the City one-third (1/3) the cost of the salary, benefits and associated employment expenses of a City police officer to act as a School Resource Officer, being Fifty Two Thousand Two Hundred Fifteen dollars and

no/100 (\$52,215.00) for the nine month school period during FY 2013-2014, with the cost to each of the City, County and School District being Seventeen Thousand Four Hundred Five and no/100 (\$17,405.00). This provision is contingent on all three (3) entities meeting their financial obligations prior to the commencement of the school year, being August 28, 2013.

**H. Junk Vehicle Program**

The City shall provide the County with a suitable site for use by the Custer County Junk Vehicle Program to store, on a temporary basis, junked vehicles. Any towing and incidental costs related to the County's use of the site shall be paid by the County. The County shall compensate the City in the amount of One Hundred Dollars and no/100 (\$100.00) for this service for FY 2013-2014, payable on September 25, 2013.

**I. Detention Services and Transportation**

The County shall provide detention and transportation services to the City for prisoners arrested by the Miles City Police Department or committed to the County Detention Center by the City Judge. The City shall compensate the County 6,000.00 for detention and transportation services during FY 2013-2014, and said fee shall include the booking of inmates charged under state statute.

**5. CONTINGENCY OF CONTRACTING WITH LIBRARY BOARD OF TRUSTEES**

The City's obligation to provide services hereunder is contingent upon the County having entered into a written contractual agreement with the Board of Trustees of the Miles City Library for the Library to provide library services for FY 2013-2014, and any renewal term, to County residents who do not live within the City limits in return for a payment from the County to the Library of a sum satisfactory to the Board of Trustees of the Miles City Library.

**6. APPROPRIATIONS:**

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

**7. AUTHORIZATION:**

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

**8. TERMINATION:**

This Agreement may be terminated after FY 2013-2014 by either party upon ninety (90) days written notice, except that a written agreement between the parties establishing fees for a subsequent fiscal year, during a renewal term under this Agreement, shall prevent the termination of this Agreement during said fiscal year. As used in this agreement, "fiscal year" shall refer to a period between July 1 and June 30.

**9. DEFAULT**

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

**10. NON-WAIVER.**

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

**11. NOTICE.**

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

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

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

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

President of its City Council, or the County, by service upon any of its County Commissioners. The date of personal service shall be the date the notice is personally served upon City or County.

**12. TIME OF THE ESSENCE.**

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

**13. PARAGRAPH HEADINGS.**

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

**14. NON-DISCRIMINATION**

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

**15. APPROVAL OF GOVERNING BODIES REQUIRED**

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

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

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

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

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

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

Subsection (6) in that the agreement will be administered by the Mayor for the City and the Board of Commissioners for the County and a separate administrator

or board is not necessary;

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

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

**18. EXECUTION AND FILING.**

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

**19. INDEMNITY.**

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

CITY OF MILES CITY

By: \_\_\_\_\_  
C.A. Grenz, Mayor

Dated: \_\_\_\_\_

CUSTER COUNTY, MONTANA

By: \_\_\_\_\_  
Kevin Krausz, Commissioner

By: \_\_\_\_\_  
Vicki Hamilton, Commissioner

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Keith Holmlund, Commissioner

**EXHIBIT "1"**

**1. SERVICES**

- a. Bullard Street Lift Station
- b. Fairgrounds Water
- c. Central Dispatch Services
- d. Animal Control Services within the exterior boundaries of Custer County.
- e. Ambulance Service within the exterior boundaries of Custer County
- f. School Resource Officer
- g. Junk Vehicle Program

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

CUSTER COUNTY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Kevin Krausz, Chairperson

CITY OF MILES CITY: \_\_\_\_\_ DATE \_\_\_\_\_  
C.A. Grenz, Mayor



**EXHIBIT "2"**

**SERVICES TO BE PROVIDED TO THE CITY BY THE COUNTY**

**1. SERVICES**

- a. Provision of space, free of rent, to the CITY for operation of Central Dispatch at the Emergency Operating Center.
- b. The COUNTY will provide booking services for individuals referred by the Miles City Police Department or the City Judge.
- c. The COUNTY will provide detention services and transportation of CITY prisoners to and from the detention facility contracted by the COUNTY.

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

CUSTER COUNTY: \_\_\_\_\_ DATE \_\_\_\_\_  
Kevin Krausz, Chairperson

CITY OF MILES CITY: \_\_\_\_\_ DATE \_\_\_\_\_  
C.A. Grenz, Mayor

Exhibit "B"  
**MILES CITY/CUSTER COUNTY**

**LETTER OF AGREEMENT**

**Re: Detention Services and Unmetered Water at Custer County Fairgrounds**

This **LETTER OF AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **CUSTER COUNTY, MONTANA**, a political subdivision of the State of Montana, hereinafter referred to as "**COUNTY**", and the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, hereinafter referred to as "**CITY**".

**WHEREAS**, in negotiating an Interlocal Agreement for Services between the parties for FY2013-2014, the parties have made certain future agreements, which they desire to reduce to writing;

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

1. **Detention and Transportation Services.** The **CITY** agrees to include in the FY2014-2015 Interlocal Agreement with the **COUNTY** compensation to the **COUNTY** in the amount of \$9,000.00 during the FY2014-2015 year for detention and transportation services, and the **COUNTY** agrees to provide such service at the foregoing rate.

2. **Water at County Fairground.** The **CITY** agrees to waive the fee for unmetered water at the County Fairground for FY2014-2015, and FY 2015-2016. The **COUNTY** agrees that the waiver of said fees from FY2013-2014 through FY2015-2016 is adequate reimbursement for any excess charges in past years.

CITY OF MILES CITY

By: \_\_\_\_\_  
C.A. Grenz, Mayor

Dated: \_\_\_\_\_

CUSTER COUNTY, MONTANA

By: \_\_\_\_\_  
Kevin Krausz, Commissioner

By: \_\_\_\_\_  
Vicki Hamilton, Commissioner

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Keith Holmlund, Commissioner

**RESOLUTION NO. 3660**

**A RESOLUTION AUTHORIZING THE MILES CITY TO ENTER INTO AN EXTENSION AGREEMENT WITH TUMBLEWOOD DEVELOPMENT, INC. FOR SANITATION INSPECTION SERVICES FOR CALENDAR YEAR 2014.**

*WHEREAS*, the City of Miles City desires to contract for sanitation inspection services on behalf of its Health Board to perform sanitation inspections of facilities within the city limits of the City of Miles City as required or permitted by Title 50 MCA for all of calendar year 2014;

*AND WHEREAS* Tumblewood Development, Inc., a Montana Corporation, of Lewistown, Montana, has represented that it is qualified and authorized by applicable Montana law, rules and regulations to provide such sanitation inspection services for the City of Miles City;

*AND WHEREAS* the City of Miles City and Tumblewood Development, Inc., have previously negotiated mutually acceptable terms and conditions for the supplying of such contracted sanitation inspection services for the 2013 calendar year, and wish to extend such Agreement through calendar year 2014;

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

1. The Extension Agreement between the City of Miles City, Montana and Tumblewood Development, Inc., a Montana corporation, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Chairperson of the City of Miles City Board of Health is hereby empowered and authorized to execute said Extension Agreement on behalf of the City of Miles City and bind the City of Miles City thereto.
3. The Chairperson of the City of Miles City Board of Health is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement 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 28TH DAY OF JANUARY, 2014.**

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C.A. Grenz, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

Exhibit "A"

**EXTENSION AGREEMENT**  
To Sanitation Inspection Service Agreement

This Agreement is entered into by and between **THE CITY OF MILES CITY HEALTH BOARD**, a board of the City of Miles City, Montana, of 17 South Eighth Street, Miles City, Montana 59301, hereinafter referred to as "the Board" and **TUMBLEWOOD DEVELOPMENT, INC.**, a Montana Corporation, of P.O. Box 743, Lewistown, Montana 59457, hereinafter referred to as "Sanitarian."

RECITALS

WHEREAS, the Board and the Sanitarian have previously entered into a Sanitation Inspection Service Agreement dated January 23, 2013, for sanitation services to the City of Miles City for calendar year 2013, said Agreement attached hereto as Exhibit "1";

AND WHEREAS, the parties hereto wish to extend said Agreement so that Sanitarian may provide the City of Miles City with sanitation services for calendar year 2014, under the same terms and conditions as the 2013 Agreement;

AND WHEREAS, modification of the term of the 2013 Agreement must be made in writing and executed by all parties, pursuant to Paragraph 15 of the 2013 Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. The foregoing Recitals are hereby incorporated as if fully set forth herein.
2. The 2013 Sanitation Inspection Service Agreement between the parties, attached hereto as Exhibit "1," is hereby extended, and the terms of said Agreement shall remain in full force and effect until midnight on December 31, 2014, with an effective beginning date of January 1, 2014.

3. The compensation due for calendar year 2013 shall remain the same for calendar year 2014.

4. The 2013 Agreement shall remain unchanged in all respects other than the changing of the applicable calendar year.

5. This Agreement shall not become effective until it is approved and ratified by the City Council of the City of Miles City by appropriate resolution.

6.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF MILES CITY HEALTH BOARD

By: \_\_\_\_\_  
Its Chairperson

TUMBLEWOOD DEVELOPMENT, INC.,  
a Montana corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "1"

**SANITATION INSPECTION SERVICE AGREEMENT**

THIS AGREEMENT entered into this 23 day of January, 2013, by and between THE CITY OF MILES CITY HEALTH BOARD, a board of the City of Miles City, Montana, of 17 South Eighth Street, Miles City, Montana 59301, hereinafter referred to as "*the Board*" and TUMBLEWOOD DEVELOPMENT, INC., a Montana corporation, of P.O. Box 743, Lewistown, Montana 59457, hereinafter referred to as "*Sanitarian*";

IT IS HEREBY AGREED between the parties as follows:

1. **LOCATION AT WHICH SERVICES ARE TO BE PROVIDED.** Sanitarian will provide sanitation inspection and license validation services, as further specified herein, for the Board at licensed locations within the city limits of the City of Miles City, Custer County, Montana.

2. **SERVICES TO BE PROVIDED.** Sanitarian will provide the following services to the Board:

- A. All routine and minimum required inspections, as required by, and in accordance with the regulations of, the Montana Department of Public Health and Human Services (DPHHS) of all the following types of licensed establishments within the city limits of the City of Miles City, Montana:
  - 1. Food service establishments (encompassing all establishments requiring local inspection under Title 50, Chapter 50, MCA);
  - 2. Licensed liquor establishments (those requiring local health inspections under §16-4-402 MCA);
  - 3. Meat markets;
  - 4. Food manufacturers (encompassing all establishments requiring local inspection under Title 50, Chapter 57, MCA);
  - 5. Public accommodations (encompassing all establishments requiring local inspection under Title 50, Chapter 51, MCA);
  - 6. Swimming pools, spas, and other water features (encompassing all establishments requiring local inspection under Title 50, Chapter 53, MCA);

INITIALS: SW MSR

7. Trailer courts and campgrounds (encompassing all establishments requiring local inspection under Title 50, Chapter 52, MCA);
8. Daycare centers;
9. Schools; and
10. Other health related establishments as required by DPHHS

Such inspections shall also include any pre-inspections or plan pre-approvals required for licensing.

- B. Issue septic system permits and inspections of installed septic systems. Inspect, if required or advisable, main line sewage service connections, and provide enforcement of state and City of Miles City regulations for on-site sewage disposal or main line connections;
- C. Provide statutory validation of licenses issued by the DPHHS in accordance with Montana Code Annotated, Title 50,;
- D. Submit a list of all establishments inspected to DPHHS and the Board quarterly, such lists to be submitted in a format provided by or approved by DPHHS;
- E. On at least a quarterly basis, notify DPHHS of any establishments closing and/or any newly operating establishments of which the Board or Sanitarian are aware but that may not have obtained required licensure;
- F. Make all inspections for sanitary conditions using applicable environmental health rules and regulations;
- G. Timely complete and submit all reports necessary under DPHHS regulations for health and sanitation inspections under MCA Title 50, utilizing forms approved by DPHHS, and submit duplicates of each such report to the Board;

Yearly inspections hereunder are estimated to amount to approximately one hundred forty (140), as well as other unplanned inspections due to new construction, new businesses, or currently unplanned civic events.

Nothing herein shall in any way alter the requirements of a facility to comply with Montana health and sanitation laws and regulations, it being the duty of such facility to be in compliance with such laws and regulations.



3. **TERM OF AGREEMENT.** This Agreement shall be effective commencing at midnight on December 31, 2012 and shall remain in effect until midnight on December 31, 2013.

The services under this Agreement shall be provided for all inspections required to be filed with DPHHS for calendar year 2013.

4. **COMPENSATION.** The above services shall be provided by Sanitarian to the Board at the above locations for the following compensation:

The sum of **Thirty Three Thousand and no/100 Dollars (\$33,000.00)**, payable by the Board to Sanitarian within \_\_\_\_\_ days after the completion of the services to be provided hereunder for calendar year 2013.

5. **NO ADDITIONAL COMPENSATION.** Sanitarian 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. **QUALIFICATIONS OF INSPECTOR.** Sanitarian represents and warrants to Board that its personnel providing services hereunder have all licenses, certifications and qualifications required by Montana law and regulations to conduct the inspections provided for hereunder and to issue reports and validations acceptable for licensure of the facility inspected. All services hereunder will be provided by the following named individual:

Michael S. Rinaldi RS/NREHS  
Montana State License No. 472

Sanitarian's use of any other person to provide services hereunder requires the prior written consent of the Board.

7. **PERSONNEL, EQUIPMENT AND SUPPLIES.** Sanitarian, at Sanitarian's expense, shall supply all personnel, equipment and supplies, transportation and lodging necessary to carry out the scope of work under this Agreement. Any personnel of Sanitarian providing services

hereunder shall, at all times while providing services hereunder, maintain the certification and have completed all training programs required under §50-50-301 MCA. All such personnel shall maintain a current working knowledge of the theories, principles and practices of environmental sanitation, federal, state, and local legislation and regulations, community resources, and agency policies and procedures. In conducting services hereunder, Sanitarian, and all personnel utilized by Sanitarian in providing such services, shall establish and maintain an effective working relationship with the Board, its members, the Mayor of the City of Miles City, other agencies, and the public.

8. **INTERNET AND E-MAIL ACCESS.** Sanitarian will, at all times during the term of the Agreement, maintain a working Internet connection and e-mail account that are accessible at all times to DPHHS and the Board. At the commencement of the term of this Agreement, Sanitarian shall supply the Board, in writing, the e-mail address for such account, and, if such address changes during the term of this Agreement, shall immediately provide DPHHS and the Board with such new address.

9. **INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR; PROOF OF WORKERS' COMPENSATION COVERAGE OR EXEMPTION CERTIFICATE.** Sanitarian is an independent contractor under this Agreement and Sanitarian, and all personnel utilized by Sanitarian in carrying out this Agreement, are not the employees or agents of the Board or the City of Miles City. Sanitarian 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, or self-employment taxes, for its employees providing services hereunder.

Prior to conducting services hereunder, Sanitarian shall provide the Board with either (1) a certificate of insurance from its Workers Compensation insurer evidencing coverage throughout the period that services are to be provided hereunder and providing for at least ten (10) days prior written notice by the insurer to the Board before cancellation, termination, expiration, or nonrenewal of such policy or (2) a copy of its independent contractor exemption certificate issued by the Montana Department of Labor and Industry pursuant to §39-71-417 MCA. If Sanitarian provides such exemption certificate, it shall immediately notify the Board of any cancellation, revocation or other termination of such certificate.

10. **NONDISCRIMINATION.** In compliance with §49-3-207 MCA, all hiring by Sanitarian shall be on the basis of merit and qualification, and Sanitarian, 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. **PROHIBITION OF ASSIGNMENT OR SUBCONTRACTING.** This Agreement is personal as to Sanitarian, and specifically as to Michael S. Rinaldi providing all inspections services hereunder, and may not be assigned by Sanitarian, or subcontracted in any manner, without the prior written consent of the Board.

12. **INDEMNIFICATION.** Sanitarian shall indemnify, defend, and hold the Board and the City of Miles City harmless from any and all actions, claims, or damages incurred or arising out of any negligent acts or omissions, or any wrongful intentional acts, of Sanitarian in carrying out any services under this Agreement.

13. **DEFAULT BY SANITARIAN.** In the event that Sanitarian fails to timely and competently provide services, or otherwise fails to perform or violates any of the other terms and conditions of this Agreement, the Board may give Sanitarian written notice of such default, and,

if Sanitarian does not fully cure such noticed default within ten (10) days of the giving of such written notice, the Board, without further notice, may terminate this Agreement and may pursue any remedy permitted at law or in equity. Notice shall be served upon Sanitarian by certified mail, return receipt requested, addressed to Sanitarian at:

Tumblewood Development, Inc.  
P.O. Box 743  
Lewistown, Montana 59457

Notice shall be deemed given as of the date of its deposit into the United States Mail.

The failure or forbearance of the Board to give notice of default shall not constitute a waiver of further defaults by Sanitarian. Nothing herein shall be construed as limiting the right of the Board to terminate this Agreement for cause, without notice of default, in the event of repeated defaults noticed by the Board to Sanitarian.

14. **DEFAULT BY BOARD.** In the event that the Board fails to timely any of its obligations hereunder, or otherwise or violates any of the terms and conditions of this Agreement, Sanitarian may give the Board written notice of such default, and, if the Board does not fully cure such noticed default within ten (10) days of the giving of such written notice, the Sanitarian, without further notice, may terminate this Agreement and may pursue any remedy permitted at law or in equity. Notice shall be served upon the Board by certified mail, return receipt requested, addressed to the Board at:

City of Miles City Health Board  
Attn. Chairperson.  
P.O. Box 910  
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 Sanitarian to give notice of default shall not constitute a waiver

of further defaults by the Board. Nothing herein shall be construed as limiting the right of the Sanitarian to terminate this Agreement for cause, without notice of default, in the event of repeated defaults noticed by the Sanitarian to the Board.

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.

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. At the time of execution of this Agreement, the Sanitarian shall provide to the Board a current Certificate of Existence issued by the Montana Secretary of State.

21. **RATIFICATION BY CITY COUNCIL.** This Agreement shall not become effective until it is approved and ratified by the City Council of the City of Miles City by appropriate resolution.

EXECUTED this 25<sup>th</sup> day of January, 2013.

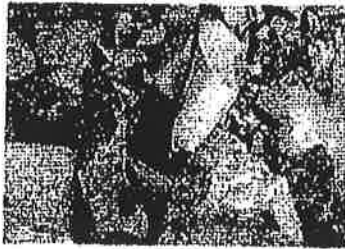
CITY OF MILES CITY HEALTH BOARD

By: Shawn W Wilcox  
Its Chairperson

TUMBLEWOOD DEVELOPMENT, INC., a  
Montana corporation

By: Michael P. Piti-RS

Title: V.P.



## Tumblewood Environmental Inc.

PO Box 743  
Lewistown Mt. 59457  
406-583-8375 (fax)  
406-366-1424 (cell)  
tmbwod@gmail.com

Monday, December 9, 2013

Miles City Board of Health:

Tumblewood Development is proposing to provide Contract Sanitarian Services for Miles City within the administrative framework of the employing agency and under the supervision of the City Board of Health in the environmental health program of assigned areas, and shall be responsible for:

1. Inspect the following types of licensed establishment within its jurisdiction on an annual basis: Food service, taverns, meat markets, food manufacturers, public accommodations, swimming pools, spas, and other water features, trailer courts and campgrounds, daycare centers, schools and other health related establishments as required by Montana Department of Public Health & Human Services (DPHHS). Other inspections may be required. Inspection year (DPHHS) ends December 31 2013 and a new year starts January 1 2014.
2. Issuing septic system permits on City owned properties and inspections of installed septic systems. Conduct DEQ Subdivision Review on all submitted City divisions along with enforcement of State and City regulations for storm and sewage disposal.
3. Validate State licenses issued by DPHHS in accordance with MCA Title 50.
4. Submit a list of establishments inspected to DPHHS and the City quarterly. Lists must be submitted in the format provide or approved DPHHS.
5. On at least a quarterly basis, notify the State Department of Health of any establishments closing and/or any newly operating establishments of which the Board of Health is made aware but that may not have obtained a license.
6. Make all inspections for sanitary conditions using applicable environmental health rules and regulations.
7. Submit all necessary forms and paperwork to the DPHHS and MDEQ on approved forms with duplicate documentation to be provided to the City of Miles City.

Yearly inspections will amount to one hundred and forty plus (140+) as well as other unplanned inspections as the need arises from new construction and unplanned civic events. Tumblewood will maintain internet and email accounts that are accessible to members of the Miles City Health Board at all times.

Tumblewood will provide transportation and lodging for sanitarian in all activities representing the City and will maintain a current working knowledge of the theories, principles and practices of environmental sanitation, federal, state, and local legislation and regulations, community resources and agency policies and procedures.

*Michael S. Rinaldi RS*  
Environmental Consulting for Governmental Agencies and Private Concerns



Tumblewood Environmental Inc.

PO Box 743  
Lewistown Mt. 59457  
406-583-8375 (fax)  
406-366-1424 (cell)  
tmblwod@gmail.com

Possess the ability too thoroughly investigate sanitation problems, to establish and maintain effective working City Health Board Members, other agencies and the public; along with ability to accept and utilize supervision.

Upon review of the licensed establishments, subdivision activity and potential, along with septic system installation and main line connections if needed; Tumblewood Development would propose a bid for sanitarian services only to Miles City this does not include any contract for Code Enforcement Officer:

**\$33,000.00 for full inspection year 2014**

Sincerely

Michael Rinaldi RS/NREHS  
Tumblewood Development Inc.

*Michael S. Rinaldi RS*  
Environmental Consulting for Governmental Agencies and Private Concerns



**RESOLUTION NO. 3661**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGENCY SERVICE AGREEMENT WITH PAYGOV.US LLC, AN INDIANA LIMITED LIABILITY COMPANY, FOR PAYMENT PROCESSING SERVICES**

*WHEREAS*, the City of Miles City wishes to engage PayGov.US LLC, an Indiana Limited Liability Company, for the processing of credit and debit card payments, and to enter into a written agreement as to the duties and responsibilities of the parties;

*AND WHEREAS* the offering of such services is in the best interest of the citizens of the City of Miles City, Montana;

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

1. The Agency Service Agreement between the City of Miles City, Montana, and PayGov.US LLC, attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement 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 Agreement 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 28TH DAY OF JANUARY, 2014.**

\_\_\_\_\_  
C.A. Grenz, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

Exhibit "A"

PayGOV.US, LLC.  
5144 E. Stop 11 Road, Suite #17  
Indianapolis, IN 46237

AGENCY SERVICE AGREEMENT

THIS AGREEMENT effective January 28, 2014, by and between PayGOV.US LLC (Hereinafter PGV), with its principal address at 5144 E. Stop 11 Road, Suite #17 Indianapolis, Indiana 46237, and the City of Miles City, a Montana Municipal Corporation, (Hereinafter The AGENCY), with its principal address at P.O. Box 910, 17 South 8<sup>th</sup> Street, Miles City, Montana 59301, for a month to month term cancelable by 30 days written notice by either party.

PGV has designed and developed a payment processing system for Government agencies, to include operator-assisted and Internet processing services to enhance the collection of Payments or other obligations on a 24/7 basis. The person wanting to pay an obligation to THE AGENCY by credit or debit card, or any of its departments, may do so by calling the PGV toll-free number, or logging on to the designated website link (where applicable), at no cost to THE AGENCY. PGV will charge the cardholder a 3.00% convenience fee for all internet transactions. A minimum fee of \$3.00 will apply. PGV will charge the cardholder a 3.95% convenience fee for all internet transactions. A minimum fee of \$3.95 will apply. A 4.95% convenience fee for operator transactions. A minimum fee of \$4.95 will apply. Service includes timely and accurate transaction processing, next business day reconciliation and funds transfer via ACH transfer, or check, from PGV to THE AGENCY.

PGV will be the provider of the agreed upon merchant services to the AGENCY for the awarded payment processing services during the period beginning on the date on which PGV and the AGENCY execute the Agreement. PGV agrees THE AGENCY is not responsible for any compensation for this service, nor shall THE AGENCY pay any associated operational costs, state or federal taxes on behalf of PGV. PGV accepts and agrees to perform all services associated with this agreement as an independent contractor and not as an employee of THE AGENCY. PGV and THE AGENCY each agree (i) to hold the other party's Confidential Information in strict confidence; (ii) not to disclose such information to any third parties without the prior written consent of the disclosing party or as required by law or regulation.

PGV will indemnify and save THE AGENCY harmless from any loss, cost damage, cardholder transaction disputes, charge-backs, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to PGV's negligence or failure to perform any of its obligations under this service agreement. THE AGENCY agrees to assist PGV with (i) any efforts necessary to facilitate collection of funds from any cardholder to include reinstatement of the obligation owed AGENCY; (ii) all cardholder information pertinent to any inquiry or dispute regarding payment made to the AGENCY via the services of PGV.

PGV represents it is qualified to perform the aforementioned services as outlined in this agreement, and that all work shall be accomplished in a workmanlike manner. PGV agrees to observe and comply with all federal, state, and local law in performing the services listed. This Agreement shall be governed by the law of the State of Montana.

The initial term of this Agreement shall be month to month. This Agreement shall automatically be extended for an additional one month terms at the end of each month. IN WITNESS WHEREOF, AGENCY and PGV have caused this Agreement to be effective on the date executed by THE AGENCY.

Reviewed and Approved:

C.A. Grenz, Mayor, Miles City, MT  
Attest:  
Lorrie Pearce, City Clerk  
Date: \_\_\_\_\_

Michael Hiatt, C.E.O.  
PayGOV.US LLC.  
Date: \_\_\_\_\_

**RESOLUTION NO. 3662**

**A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2013-2014 FOR ALLOCATION OF PERSONNEL AND ASSOCIATED COSTS BETWEEN THE FIRE DEPARTMENT AND AMBULANCE FUNDS AND PROVIDING FOR HEARING THEREON**

*WHEREAS*, the City of Miles City Ambulance Fund 5510, a fee based fund, has not been fully supported by the generated fees for service;

*AND WHEREAS*, MCA 7-6-4012(2) requires that all fee based funds be fully funded by related fees for service;

*AND WHEREAS*, the City Council of the City of Miles City has determined that the most appropriate method for correcting the deficiency is to amend the FY2013-2014 budget calling for the transfer four (4) personnel from the Ambulance Fund 5510 to the General Fund 1000, along with associated wages, FICA, unemployment and health insurance, and pension (hereinafter "rollup costs.")

*AND WHEREAS*, such amendment of the final budget will result in an overall increase in appropriation authority in the General Fund 1000 for FY2013-2014,

*AND WHEREAS*, such amendment to the final budget will result in the appropriation of cash reserves to the General Fund 1000 budget;

*AND WHEREAS*, the City Council of the City of Miles City has passed and enacted Ordinance No. 1249 which requires an affirmative vote of two-thirds of the Council to make any amended appropriation that would appropriate cash reserves of the general fund without an affirmative vote of a 2/3 majority of all members of the City Council;

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

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

1. The following account funds shall be decreased as indicated below:

5510-010-420730-111	from \$263,767	to \$177,064
5510-010-420730-141	from \$ 1,178	to \$ 788
5510-010-420730-142	from \$ 9,199	to \$ 6,151
5510-010-420730-143	from \$ 44,680	to \$ 30,133

5510-010-420730-144	from \$ 3,795	to \$ 2,538
5510-010-420730-147	from \$ 37,574	to \$ 25,123

2. The following account funds shall be increased as indicated below:

1000-007-420460-111	from \$ 349,089	to \$ 435,792
1000-007-420460-141	from \$ 1559	to \$ 1,949
1000-007-420460-142	from \$ 12,271	to \$ 15,319
1000-007-420460-143	from \$ 59,228	to \$ 73,775
1000-007-420460-144	from \$ 5,061	to \$ 6,318
1000-007-420460-147	from \$ 50,129	to \$ 62,580

**BE IT FURTHER RESOLVED** that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2013-2014 on the 11<sup>th</sup> day of February, 2014 at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with MCA 7-1-4127, at least 2 times with at least 6 days separating each publication.

**SAID RESOLUTION READ AND PUT ON ITS FINAL PASSAGE THIS 28th DAY OF JANUARY, 2014.**

\_\_\_\_\_  
C. A. Grenz, Mayor

Attest:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY AN AFFIRMATIVE VOTE OF 2/3 OF THE MEMBERSHIP OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 11th DAY OF FEBRUARY, 2014.**

\_\_\_\_\_  
C. A. Grenz, Mayor

Attest:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

## ORDINANCE NO. 1258

### AN ORDINANCE ENACTING A NEW SECTION 24-96 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, MONTANA TO PROVIDE FOR A PROCESS FOR SITE PLAN REVIEW.

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

**Section 1.** There is enacted a new Section 24-96 of the Code of Ordinances of the City of Miles City, Montana, to read as follows

#### **Section 24-96. Site Plan Review Procedure**

- (a) **Intent.** It is the intent of this chapter to establish site plan review procedures to allow for the review of certain land uses that could have a significant impact on neighboring land uses or public facilities. The proposed land uses may be compatible with the permitted uses in a particular location, but require individual review because of the location, scale, design, and the potential for impacts to the existing land uses and public facilities in the area. Furthermore, it is the intent of this chapter to ensure that development will meet public health, safety and welfare standards and comply with the standards of these zoning regulations.
- (b) **Applicability.** Site Plan Review shall be required where the use in any zoning district calls for site plan review for any of the following:
- (1) All new construction;
  - (2) Additions greater than 25% of the existing square footage or 5,000 square feet, whichever is less; or
  - (3) Changes in use where the parking requirements will exceed 25% of the existing use.
- (c) **Application Required.** An application for site plan review shall be submitted to the Community Services and Planning Department on the form provided by the City of Miles City and shall be accompanied by a review fee as adopted by City Council. The fee is non-refundable.
- (d) **Timing.** The site plan application shall be reviewed and approved prior to the issuance of a building permit for any construction, development or site preparation.

**(e) Submittal Requirements.** The information listed in subsections (1)-(6) below shall be required. One digital copy of each item shall be submitted in PDF unless waived by the site plan review administrator (i.e., the person authorized to carry out the site plan review process). The requisite number of paper copies, as stated on the application form, shall be submitted. The requirement to include the following items may only be waived if a pre-application conference is made between the developer (or the developer's representative) and the appropriate department head (e.g., Floodplain Department, Public Works Department, etc.). Following such a pre-application conference, the appropriate department head may indicate such information is not necessary for their review. Additional information may be requested at any time by a department head or the site plan review administrator if it becomes apparent during review that a reasonable decision cannot be reached based on the existing submittal. In such cases, the review period timeline is suspended until the required information is submitted.

- (1) Application form
- (2) Established fee
- (3) Vicinity map
- (4) Site plan drawing at a suitable scale (example: 1 inch = 10 feet). The site plan shall include, at a minimum, the following:
  - a. Boundary line of property with dimensions and a north arrow indicator
  - b. Topography contours at a minimum interval of 2 feet or as determined by the planning department
  - c. Water bodies, floodplain, and wetlands
  - d. Adjacent streets and street rights-of-ways to a distance of 150 feet from the subject property, including existing and proposed improvements such as curb, gutter, sidewalks, and bike paths
  - e. Parking facilities, including bicycle racks, landscaping, drainage, lighting, handicap-accessible parking, typical dimensions (including labeling angles for angled parking), traffic flow on-site, ingress and egress points, driveways, and paving details
  - f. All existing and proposed structures, including exterior dimensions and setback distances to the wall line of all structures
  - g. Grading and storm drainage plans and calculations, including any proposed retention walls
  - h. Utilities and utility easements, existing and proposed
  - i. Location of fire hydrants, fire lanes and turnarounds
  - j. Exterior refuse collection areas
  - k. Signage plans (if any)
- (5) Elevation plans or side profiles for structures with dimensions for building heights,

including dimension from the top of the roof peak to the average grade at the front of the building.

- (6) An analysis of traffic generation, trip distribution and the impacts of the proposed land use on the transportation facilities serving the area if the proposed land use is estimated to generate 400 or more average daily vehicle trips (ADT), or if requested by the administrator.

**(f) Review Process.**

- (1) Within one week of receipt of an application and fee, the administrator shall determine whether the application contains all of the required information. The administrator shall notify the applicant in writing whether the application is determined to be complete. If incomplete, the administrator shall identify what additional information is needed for the application to be complete.
- (2) If the identified information is not provided by the applicant within 60 days, the application shall be deemed expired. When additional information is submitted, the administrator shall have one week to determine whether the information completes the application, or to identify information that was not provided, in which case an additional 60 days will be allowed to the applicant. This process may repeat until the applicant fails to provide any requested information within a 60 day period following notification of missing information.
- (3) Once the application is deemed complete, a decision shall be made on the application within 60 days unless an extension is granted by the applicant.
- (4) The administrator shall forward a copy of the application to appropriate departments, agencies and service providers to seek comments on the proposed land use's likely impacts on services and facilities. Failure of any department, agency or service provider to respond to a request for comment shall not delay review of the site plan.
- (5) The adopted regulations and policies in effect at the time the application is deemed complete shall be used to review the application.
- (6) The administrator shall place a hearing on the agenda of the next regular Planning Board meeting for which these notice requirements can be met, and at which time will allow for its proper consideration. Notice of the hearing shall be published in a newspaper of general circulation and notices shall be sent by US mail to all landowners whose property is within 150 feet of the subject property at least 15 days prior to the public hearing.
- (7) The administrator shall prepare or contract for the preparation of a report that describes the proposed land use, its site, its context and its compliance, or failure to comply, with this ordinance, the adopted zoning regulations, and other adopted regulations and policies. In the report the administrator shall propose findings of fact and a recommendation of approval, approval with conditions, or denial of the site

plan application for the Planning Board's consideration. The administrator shall forward a copy of the report to the Planning Board and the applicant at least one week prior to the public hearing and shall make copies of the staff report and application materials available for public inspection.

- (8) The planning board shall conduct a public hearing on the proposed site plan application. At the hearing, the Planning Board shall review the particular facts and circumstances of the proposed land use shall recommend approval, approval with conditions, or denial to the City Council using the criteria in subsection (g) of this Ordinance. The Planning Board shall adopt findings of fact in support of its recommendation. The Planning Board may recommend conditions of approval designed to limit impacts to neighboring land uses and public facilities.
- (9) Following the public hearing, the administrator shall forward the Planning Board's recommendation to City Council.
- (10) The City Council shall review the application and approve, approve with conditions, or deny the site plan application. The decision shall be based on the evaluation criteria in subsection (g) of this Ordinance. The City Council shall adopt findings of fact in support of its decision. The City Council may require conditions of approval designed to limit impacts to neighboring land uses and public facilities.
- (11) The City Council shall forward a copy of its decision, findings and conditions to the applicant within 15 days of rendering its decision. A building permit may be issued along with a copy of the decision.

**(g) Evaluation Criteria.**

- (1) Reviewers shall consider the applicant's plans to ensure safety of circulation patterns, emergency access/fire prevention measures, traffic impacts to the surrounding road network, adequate storm drainage, provisions for water, sewer, and other utilities, the city's historic preservation policies, and adequate parking. Plans shall also be reviewed to ensure they comply with other standards in the zoning regulations such as setbacks, height restrictions, signage, and design requirements.
- (2) No site plan application approval shall be given unless it is determined that:
  - a. The use complies with all applicable regulations in the district in which it is located;
  - b. The use complies with all adopted regulations and policies;
  - c. The use will not be detrimental to or endanger public health, safety or general welfare;
  - d. The existing and reasonably anticipated permitted uses in the area will not be substantially impaired or diminished by the establishment of the proposed use;
  - e. Adequate utilities, access ways, drainage, and other necessary site improvements have been provided or will be provided prior to the use being initiated; and



f. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion on public streets.

**(h) Approval Period.** The approval period shall be in force for a period of one year. Within that year, the applicant must demonstrate compliance with all conditions of approval. Extensions may be granted for a period of up to one additional year. Extensions must be submitted in writing at least 30 days prior to expiration of the approval.

**(i) Failure to Meet Conditions.** A certificate of occupancy is contingent upon the application meeting all conditions of approval.

**(j) Appeals.** Any person aggrieved by any decision made in the administration of the site plan application review process may appeal to the Miles City Board of Adjustment. Appeals of the final decision of the Board of Adjustment shall be to the appropriate court of record and must be filed within 30 days of written notification of the decision.

**Section 2.** This Ordinance shall become effective 30 days after its final passage.

Said Ordinance read and put on its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
C.A. Grenz, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014

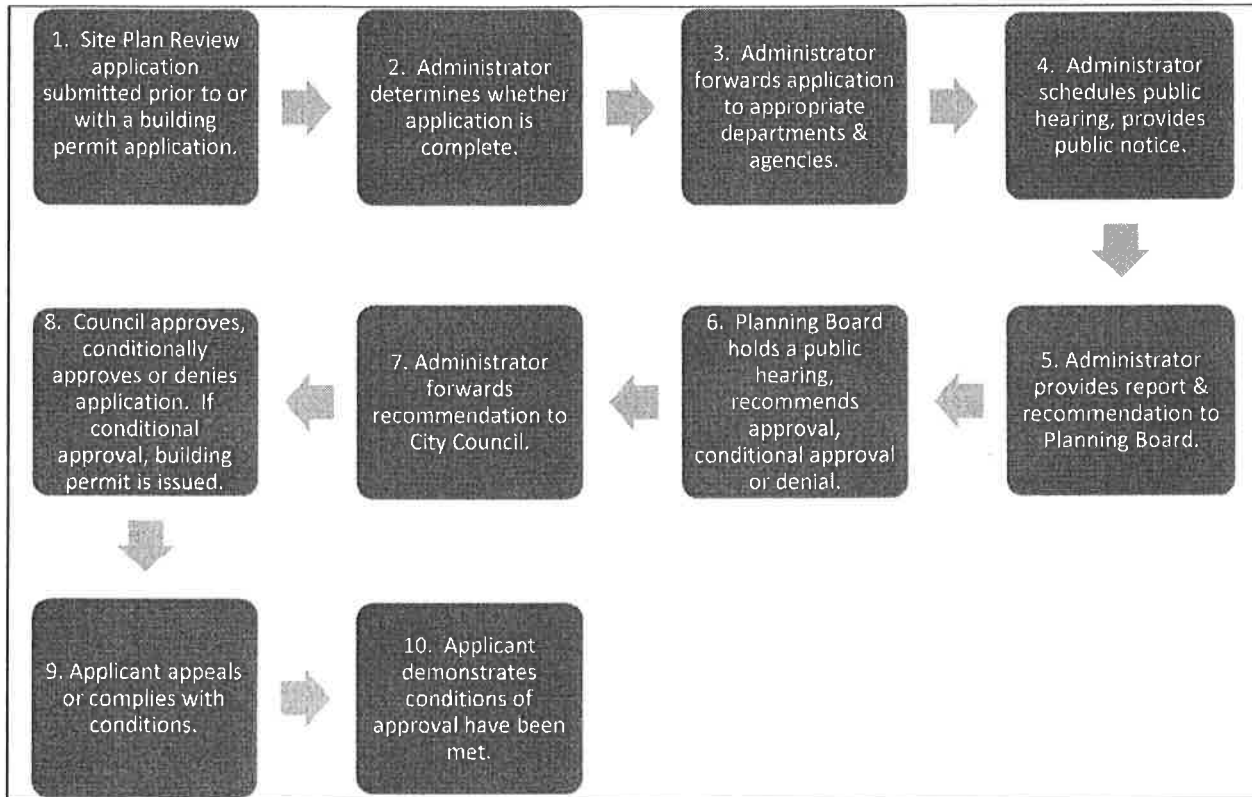
\_\_\_\_\_  
C.A. Grenz, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

## Exhibit A

### Review Process Flow Chart



**STAFF REPORT**  
**FINAL PLAT REVIEW**  
**SOUTHGATE SUBDIVISION, PHASE I**  
**JANUARY 23, 2014**

In June of 2012 the Miles City City Council granted preliminary conditional approval to the Southgate Subdivision. The Southgate Subdivision consists of 69 lots located within the SW ¼ of Section 2, Township 7 North, Range 47 East, within the City of Miles City, Custer County, Montana. In September and again in November of 2012, the council voted to allow the subdivision to be divided into phases. The first phase, consisting of seven lots, is located along the east side of Arrowhead Lane between Briar Lane and Ponderosa Drive.

The final plat application was submitted on January 15, 2014. The owner of the property is M & L Enterprises Inc., represented by Paul Oakland and Eric Doeden, with technical assistance by Scott Swanson of Eggart Engineering Company.

The following is a list of the conditions of plat approval for Phase 1, with a description by the subdivision administrator of how the condition has been satisfied or action required by the City Council.

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 Resolution #1173, Section 21-18 (11)(f)]

*No traffic signs are required of this phase of the subdivision because all lots abut Arrowhead Drive, which is an existing city street with no new traffic signs required of this phase.*

2. If postal service will not be provided to each individual lot within the subdivision, the subdivider must provide an off-street area for mail delivery within the subdivision in cooperation with the United States Post Office. Responsibility for maintenance may be included as part of the public improvements agreement. [Resolution #1173, 21-18(H)(11)(h)(7)]

*Stephen M. Miller, Postmaster of the Miles City office of the United States Postal Service (USPS) has provided a letter dated 11-7-2013 stating: "The USPS will deliver to the new houses being built in the new South Gate Division along Arrowhead Lane, providing the mailboxes will be located at the street, where the carrier will not have to exit his/her vehicle to deliver the mail. It is also the responsibility of the homeowners to keep the box clear of snow, ice and anything that would interfere with the delivery of mail." Because the USPS will provide service to each individual lot within this phase, Condition #2 is satisfied.*

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. [Resolution #1173, Sec 21-18(H)]

*On October 24, 2013, the City Council adopted Resolution No. 3644, a resolution to create Special Improvement District Number 211 to improve and pave portions of Arrowhead Lane, including curb and gutter, to serve this subdivision phase. The subdividers' obligations have been secured by an irrevocable letter of credit (see attached letter from Stockman Bank, Attachment #2). Once these improvements are completed to City engineering standards through the SID, Condition #3 will be satisfied.*

4. All internal subdivision roads shall be dedicated to the City. [Resolution #1173, Sec 21-18(H)(10)]

*Arrowhead Drive is a dedicated City street.*

5. 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. [Resolution #1173, Sec 21-18(J)(a through c)]

*The city water service lines from the existing water mains in Arrowhead Drive to the lots have been installed in accordance with City standards. Please see letter from Director of Public Utilities Al Kelm, Attachment #3.*

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. Resolution #1173, Sec 21-18(K)(a through b); Sec 23-103]

*The city sewer service lines from the existing sewer mains in Arrowhead Drive to the lots have been installed in accordance with City standards. Please see letter from Director of Public Utilities Al Kelm, Attachment #3.*

7. Pipe sizing and system design for the sanitary sewer system leaving Southgate should be verified to handle this subdivision. If the design is deficient upgrades shall be required.

*The pipe sizing and system design for the sanitary sewer system leaving Southgate has been verified to handle this phase. Please see letter from Director of Public Utilities Al Kelm, Attachment #3.*

8. All water, sewer, and storm water systems must have MDEQ approval. [Resolution #1173, Sec 21-14(B)(B-2)(a)(5); MCA 76-4]

*Water and sewer are not required to be reviewed by MDEQ for this subdivision phase because no new mains were required to be extended for Phase 1. Miles City Sanitarian*

*Michael Rinaldi has signed the final plat certifying compliance with the Montana Sanitation in Subdivisions Act (MCA 76-4). MDEQ has approved the storm water drainage plans.*

9. Where the aggregate total of disturbed area of any construction as defined in A.R.M. 17.30.1102(28) is equal to, or greater than one acre; or 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)]

*No state stormwater permit is required at this time because less than one acre of land has been disturbed as a part of this phase.*

10. 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. [Resolution #1173, Sec 21-18(M)(b) & (f)]

*Electrical and telephone utilities are installed underground in easements along the east property lines of the lots. The easement on the final plat has a width of 10 feet on these lots and a future phase will provide an additional easement width of 10 feet in the adjoining lots for a total easement width of 20 feet.*

11. 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].

*The final plat for this phase is in substantial compliance with the plat and plans submitted for preliminary review.*

12. The final plat shall comply with state surveying requirements. [MCA 76-3-608(b)(i)]

*The final plat has been found to comply with state survey requirements.*

13. 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. [Miles City Code of Ordinances Sec 21-8(p)]

*All required improvements are in place for this phase except for road paving, which will be carried out under a Special Improvements District with the subdividers' obligations guaranteed with an irrevocable letter of credit.*

14. All roadways shall meet standards for minor roads.

*Arrowhead Drive is a city street designed to city standards for a minor road.*

15. An existing dam that is currently located across lots 10-12 shall be relocated approximately to the north boundary of lot 12 across the existing gully and shall be constructed with the same elevation from existing grade as currently exists such that it provides storm water protection from the existing upland drainage. [MCA 76-3-608]

*In a letter dated January 8, 2014, the subdivider has stated the dam has been relocated and built to specifications, although a portion of the old dam is still in place. Director of Public Utilities Al Kelm has verified a new dam has been installed.*

16. Yield or stop signs will be placed at the intersections of Hillcrest Circle and Sunland Circle with Sunland Drive and at the intersection of Silver Sage Circle with Sage Drive so that the traffic exiting from the cul-de-sac would stop or yield. [MCA 76-3-608 and Resolution #1173, Sec 21-18(H)(11)(f)]

*This condition is not applicable to Phase 1.*

17. Yield or stop signs will be installed at both intersections of Sunland Drive and Silver Sage Drive to allow through access for Silver Sage Drive.

*This condition is not applicable to Phase 1.*

18. A stop sign needs to be placed at the intersection of Horizon Parkway and Silver Sage Drive so that traffic exiting the subdivision would stop.

*This condition is not applicable to Phase 1.*

19. A parkland dedication of 2.29 acres or lesser sized dedication with improvements that would have a similar value to be negotiated between the applicant and the City shall be required.

*The Southgate Subdivision is planned to include a parkland dedication based on all phases' 69 lots. The subdividers have proposed to dedicate to the city approximately 3 acres around the City water tank in a future phase. Phase 1 does not include a parkland dedication on the final plat. To meet the parkland dedication requirement of Condition #19 for Phase 1, the subdividers will need to dedicate an acceptable area of at least 9,449 square feet\*, provide cash in lieu of that parkland amount, or the City Council will need to approve of a proposal to put parkland dedication off until a future phase. Please see the email/memo sent to the City Council members previously (January 15, 2014) regarding parkland, Attachment #4.*

*\*Total area in lots in Phase 1 = 1.972 acres. All of the lots are smaller than 0.5 acres. The parkland dedication is 0.21692 acres or 9,449 square feet (0.21692 acre x 43,560 square feet per acre = 9,449.0352 square feet).*

20. An additional hydrant shall be added on Sunland Drive or the repositioning of the hydrant near Hillcrest Circle and Sunland Drive shall occur, whichever accomplishes the 500 foot spacing between hydrants.

*The referenced additional hydrant or repositioned hydrant is not applicable to Phase 1. However, there are hydrants spaced within 500 feet of each other along Arrowhead Drive adjacent to Phase 1.*

21. Phase I improvements shall include street improvements to a portion of Arrowhead Lane.

*The required improvements to Arrowhead Lane are included in the Special Improvement District. See Attachment #5.*

22. Phase II improvements shall include street improvements to the northerly portion of Silver Sage Drive, and a segment of Sunland Drive up to the edge of lot 3, Block 1/lot 24, Block 2 together with underlying water and sewer utilities.

*This condition is not applicable to Phase 1.*

23. Phase III improvements shall include street improvements to the southern portion of Silver Sage Drive, Silver Sage Circle, and a portion of Sunland Drive up to the edge of lot 13, Block 2/lot 28, Block 1 together with underlying water and sewer utilities.

*This condition is not applicable to Phase 1.*

24. The preliminary plat approval for Phase I is valid for three years. The final plat for Phase I shall be filed within three (3) years of preliminary approval for the whole subdivision. The final plat for Phase II shall be filed within one (1) year of the filing for final plat of Phase I and the final plat of Phase III shall be filed within two (2) years of the filing of Phase II. Phase IV shall be filed within three (3) years of the filing of the final plat of Phase III.

*In June of 2012 the Miles City City Council voted to grant preliminary conditional approval to the Southgate Subdivision. As of the date of this staff report, the approval is still in force and the final plat of Phase 1 may be filed after the City Council approves of the final plat.*

**Attachments:**

1. Final Plat Subdivision Application for Phase 1 with description by Doeden Construction Company of how conditions have been met.
2. Letter from Stockman Bank regarding the Irrevocable Letter of Credit.
3. Letter from Director of Public Utilities Al Kelm, which relates to Conditions 5, 6, 7, and 15.
4. Email/memo from subdivision administrator Dawn Colton (1/15/2014) regarding parkland.
5. Resolution No. 3644 for SID 211.
6. Phase 1's final plat in current form.

# Attachment #1

## Final Plat Application





# FINAL PLAT SUBDIVISION APPLICATION

Miles City Community Services & Planning  
17 South 8<sup>th</sup> Street  
Miles City, MT 59301

Date Received: \_\_\_\_\_  
to be filled out by City

SUBDIVISION NAME: Southgate

OWNER(s)

Name: Paul Oakland/Eric D. D... Contact: Paul Phone: \_\_\_\_\_

Address: 414 Missouri; 53 Bridger Circle Cell Phone: 853-98711951-4888  
Miles City MT 59301 Email: \_\_\_\_\_

TECHNICAL ASSISTANCE:

Name: E.E.C. Scott Swanson Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: 2 S. 7th St W. Cell Phone: \_\_\_\_\_  
Billings MT 59102 Email: \_\_\_\_\_

DATE of PRELIMINARY PLAT APPROVAL: 6/12/2012 & FILE NO FP-2014-01

LEGAL DESCRIPTION OF PROPERTY:

Street Address or General Location \_\_\_\_\_

Tract/s \_\_\_\_\_ in Section 2 Township 7N Range 47E or

Lot/s 1-7 of Southgate in Section 2 Township 7N Range 47E  
Subdivision Name

Assessor Number/s or Geocode \_\_\_\_\_

GENERAL DESCRIPTION OF SUBDIVISION:

Gross Area: 1.973 acres Net Area: 1.973 acres  
Number of Lots/Rental Spaces 7 Minimum Lot Size: 234 Maximum Lot Size: 386

PARKLAND (Indicate amount or check if exempt)

NA Acres on site \_\_\_\_\_ Acres off site \$ \_\_\_\_\_ Cash in lieu \_\_\_\_\_ Exempt

FINAL PLAT REQUIREMENTS:

Submittal Copies that meet the Uniform Standards in Appendix A of the Miles City Subdivision Regulations

- 2 24 x 36 Mylar copies of plat
- 2 24 x 36 paper copies of plat
- 1 11x17 copy

**Attachments to be submitted with this application:**

- Title Report or Abstract of Title showing ownership (*not more than 90 days old*)
- X  Leinholder's acknowledgement of subdivision (*if land is held as collateral for financing*)
- A statement outlining how each condition of approval has been satisfied.
- Tax certification (*proof that taxes are current*)
- Montana DEQ Certification (*or an approved municipal facilities exemption*)
- Certification by the subdivider indicating which required improvements have been completed on the site.
- N/A A copy of Articles of Incorporation & Bylaws for any property owner's association and proposed covenants or restrictions (*if any*)
- N/A Road Approach Permits or Copies of Easements/Proposed Easements (*if required, to provide legal access*)



Signature of Owner(s)

11/15/14

Date

I certify that the information contained herein and all exhibits transmitted herewith are true.

Doeden Construction Company  
393 Hwy 59 Nth PO Box 1297  
Miles City, MT 59301  
Ph: 406-234-1400 F: 406-234-1407  
doedenco1@gmail.com

January 8, 2014

Letter for meeting conditions of Plat for 7 lots on Arrowhead Lane, Southgate Subdivision.

1. All traffic signs shall be accordance with the Manual of Uniform traffic Control Devices.
2. The Postal Services will continue to deliver mail to Arrowhead Lane and would get a letter to the City stating such.
3. All internal roads, curbs, and gutters will be in accordance to City specifications.
4. All internal roads shall be dedicated to the City.
5. All water lines to the seven lots have been installed according to City specs.
6. All sewer lines to the seven lots have been installed according to City specs.
7. Pipe sizes have been put in according to City specs.
8. All water and sewer lines installed to the seven lots have been approved by MDEQ.
9. N/A to the seven lots.
10. All utilities have been put in underground with proper easements.
11. Final Plat will be in compliance with the plat and plans of the preliminary plat.
12. The final plat will comply with state surveying requirements.
13. All required improvements have been completed and agreements made with the City on the curb and gutter and paving.
14. Arrowhead Lane will meet City specs.
15. The dam has been relocated and built to spec. Some of the old dam has been left because there is no need to move it at this current time.
16. Yield or stop signs will be installed as roads are installed.
17. Yield or stop signs will be installed as roads are installed.
18. A stop sign will be installed on Silver Sage Dr. and Horizon Parkway when Silver Sage Dr. is completed.
19. Parkland dedication has been agreed upon on the approx. 3 acres around the City water tank.
20. Additional hydrants will be installed as roads and other phases are in construction according to specs.

**Attachment #2**

**Letter of Credit**

IRREVOCABLE STANDBY LETTER OF CREDIT

Date: 11/08/2013

Letter of Credit No. 109-000-133-9

Beneficiary:

City of Miles City  
City Hall  
17 S 8<sup>th</sup> Street  
Miles City, MT 59301  
[To whom the LOC is Issued]

Ladies and Gentlemen:

Stockman Bank of Montana ("Issuing Bank") hereby issues this irrevocable standby letter of credit (the "LOC") in your favor and authorizes you to draw on:

Stockman Bank of Montana  
PO Box 250  
Miles City, MT  
59301-0250

For the account of:

M & L Enterprises Inc  
414 Missouri Ave  
Miles City, MT  
59301  
[Name and address of customer requesting LOC]

Up to an aggregate amount of not to exceed Seventy Thousand US Dollars (\$70,000.00) (the "Stated Amount").

This LOC shall be effective on November 8th, 2013 and expire at midnight, 12:00 PM (Mountain Time) on August 1st, 2014 (the "Expiration Date").

Original drafts on this LOC shall be manually signed by a duly authorized agent of the Beneficiary, presented to the Issuing Bank at its office stated above, in a single mailing, by courier or personal delivery, and to the Attention of the Loan Department and shall state the following:

"This draft, in the amount of \$ \_\_\_\_\_ (the "Draw Amount"), is drawn upon Letter of Credit No. \_\_\_\_\_ issued by Stockman Bank of Montana. The undersigned, on behalf of the Beneficiary, certifies that (1) the undersigned is duly

authorized to execute and deliver this draft, and (2) the Draw Amount is due and owing to the Beneficiary.”

All drafts drawn under and in compliance with the terms of this LOC will be duly honored on receipt of the specified documents by the Issuing Bank if actually received on a Business Day and before the Expiration Date. Partial drawings are permitted provided the aggregate of all draws does not exceed the Stated Amount. “Business Day” means any calendar day other than a Saturday, Sunday or legal holiday and on which the Issuing Bank is open for business at the office.

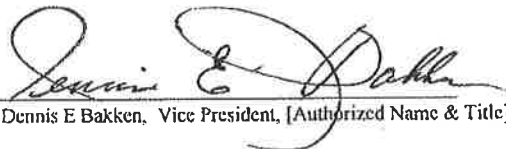
This LOC sets forth in full the Issuing Bank’s undertakings and the undertaking shall not be in any way modified, amended or limited by reference to any other document, instrument or agreement, excepting only the sight drafts and required drawing statement identified above.

This LOC is subject to and governed by the laws of the State of Montana and the Uniform Customs and Practices for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 (the “UCP”), and, in the event of any conflict, the laws of the State of Montana will control.

Communications with respect to this LOC shall be in writing and shall be addressed to the Issuing Bank at the address set forth above. All communications must make reference to the LOC number.

This LOC is non-assignable and non-transferable.

STOCKMAN BANK OF MONTANA

By:   
Dennis E Bakken, Vice President, [Authorized Name & Title]

# Attachment #3

Letter from Public  
Utilities Director



PUBLIC WORKS & UTILITIES  
DEPARTMENT



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**CITY OF MILES CITY**

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17 So. 8<sup>th</sup> Street  
P.O. Box 910  
Miles City, Montana 59301

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

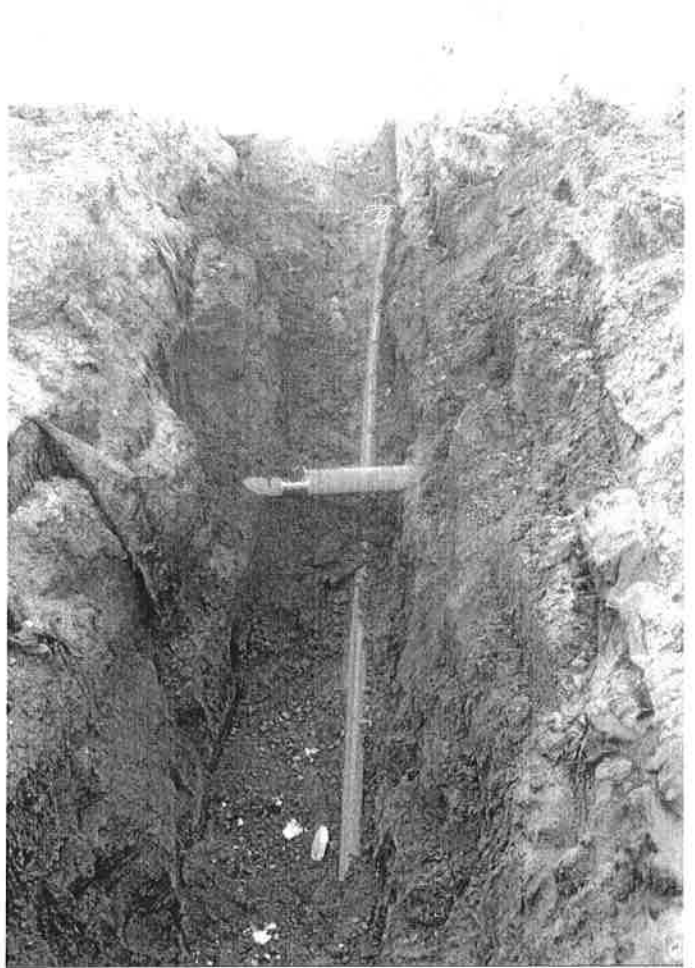
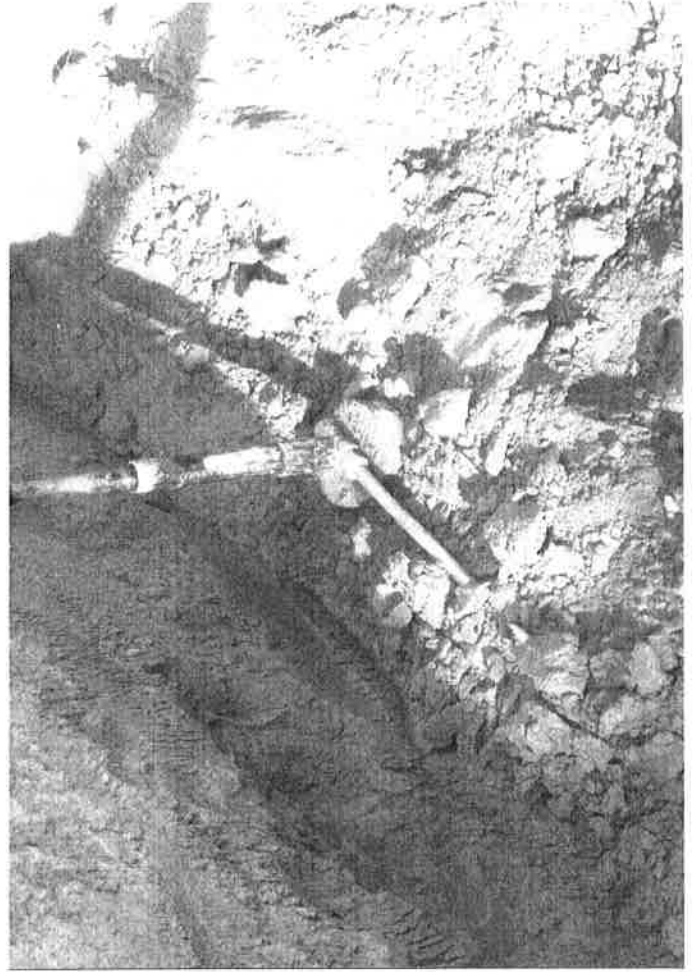
This letter is in reference to the 7 lots of phase 1 in Southgate for M&L Enterprises pertaining to the Conditions Of Plat (revised Preliminary Plat) PP-2012-01.

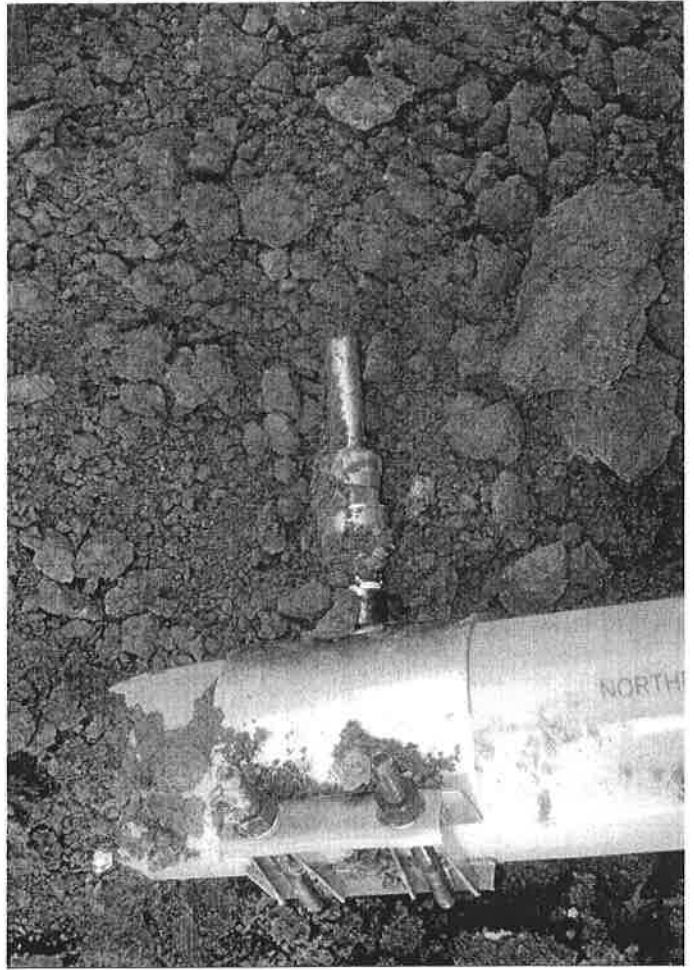
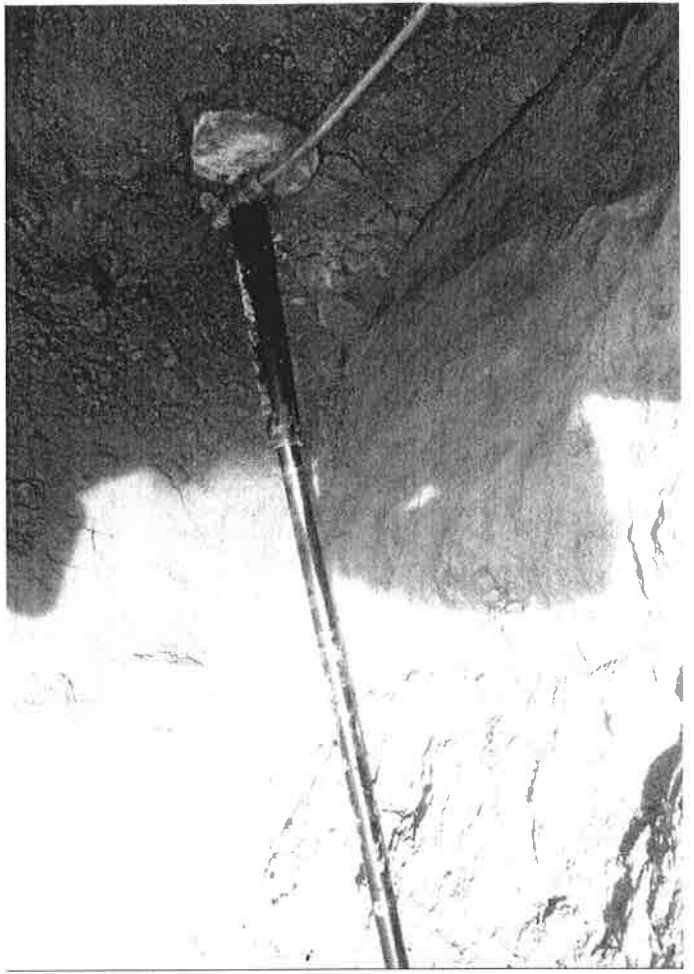
5. The water service lines for the above mentioned seven lots meet the City engineering standards. (photos included)  
The Curb stamps (W) will be installed when the curb is installed. There are posts in the ground indicating the end of the water line.
  
6. The Sanitary sewer lines for the above mentioned seven lots meet the City engineering standards. (photos included)  
The Curb stamps (S) will be installed when the curb is installed. There are posts in the ground indicating the end of the sewer line.
  
7. There is sufficient pipe size of water & sewer to handle the additional 7 lots of single family housing.
  
15. The existing storm water dam has been relocated and constructed to the same elevation as the previous storm water dam had been.

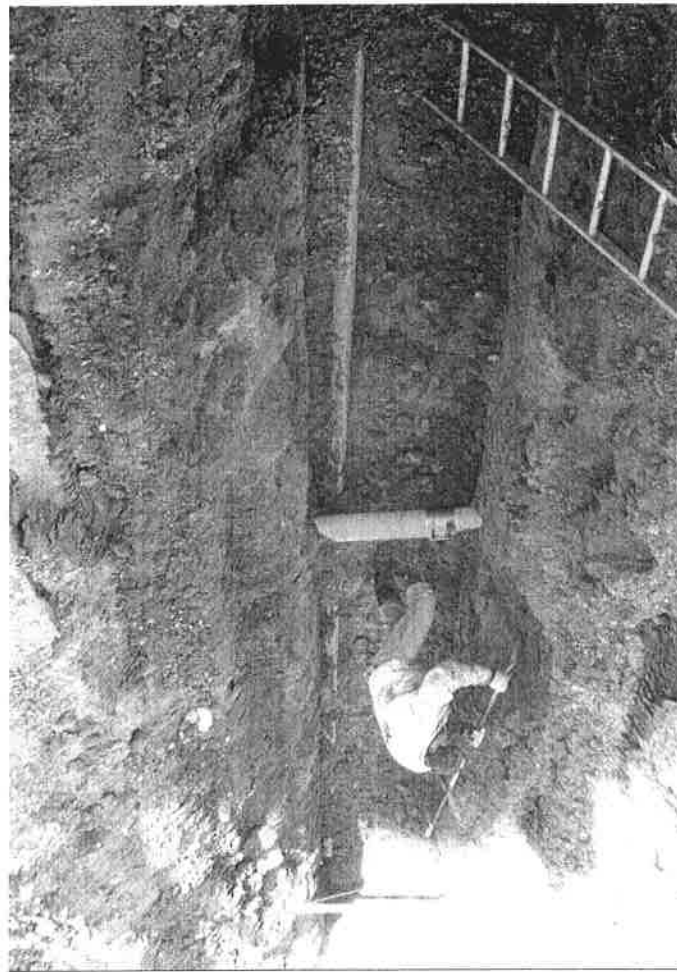
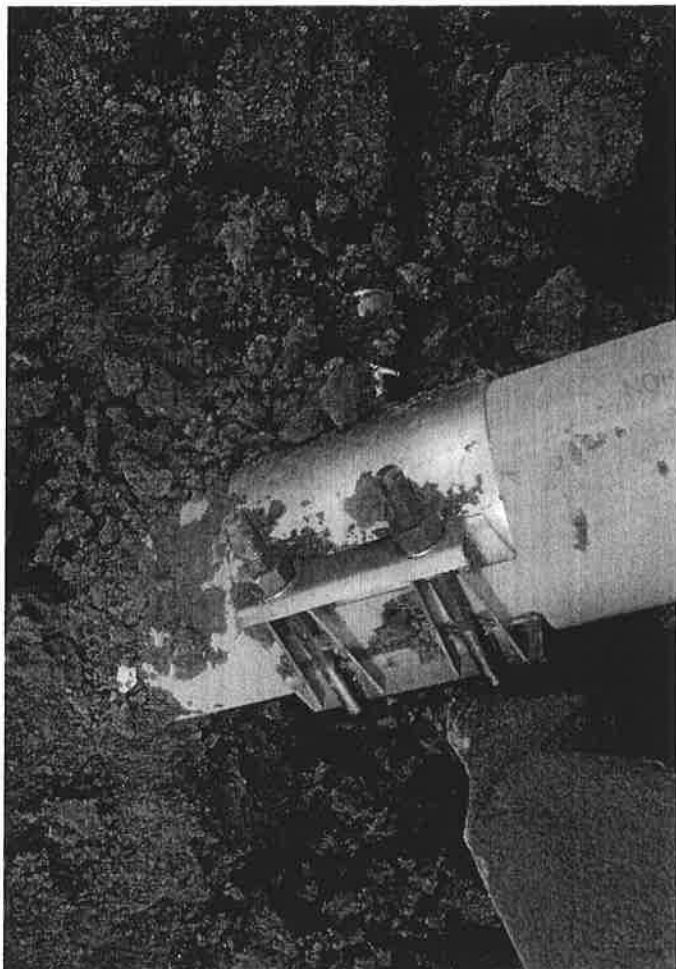
Sincerely,

Allen Kelm  
Public Utilities Director  
City of Miles City









# Attachment #4

## Memo from Planning Dept

## Dawn Colton

---

**From:** Dawn Colton  
**Sent:** Wednesday, January 15, 2014 3:46 PM  
**To:** sgalbrth@hotmail.com; John Hollowell; Dwayne Andrews; Roxanna Brush; Butch Grenz  
**Cc:** Dawn Colton  
**Subject:** Parkland dedication in the Southgate Subdivision Phase 1

Dear Council Member,

Eric Doeden and Paul Oakland of M&L Enterprises would like the council to approve the final plat of the Southgate Subdivision Phase 1 at the next council meeting. One of the conditions of preliminary approval for all 69 lots (all phases) is to dedicate 2.29 acres of parkland (or cash-in-lieu for that amount). The parkland dedication amount for this phase (7 lots) is 9,449 square feet of the total 2.29 acres.

Eric and Paul are proposing to dedicate approximately 3 acres of parkland around the city water tank. This could happen in a future phase or could be required prior to final plat filing of this first phase. Another option is to require the value of 9,449 square feet prior to final plat filing of this phase.

*Do you have a preference for how to handle the parkland dedication at this time?* The reason I ask is to let Eric and Paul know how the council is likely to vote ahead of time so they may make alternate plans if they have to. The sooner I hear from you the more time Eric and Paul will have to make alternate plans, if necessary.

Thank you for your consideration.

Sincerely,

*Dawn Colton*

*City of Miles City  
Community Services and Planning  
P - 406-234-3493 F - 406-234-6392  
E - [dawncolton@milescity-mt.org](mailto:dawncolton@milescity-mt.org)*

# **Attachment #5**

## **Resolution #3644**

**RESOLUTION NO. 3644**

**A RESOLUTION 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*, on April 23, 2013, the City Council of the City of Miles City has passed 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.

*AND WHEREAS*, Resolution 3588 called for a Public Hearing to be held so that landowners within the proposed District may protest the creation of the District or the improvements proposed, said hearing to be held on May 14, 2013 at 7:00P.M. at City Hall in Miles City, Montana, pursuant to MCA § 7-12-4112.

*AND WHEREAS*, The City Clerk of the City of Miles City, Montana, gave notice of the passage of Resolution 3588 and of the public hearing and opportunity to submit written protests both by publication, and by mailing to all land owners within the proposed District, all as provided by MCA § 7-12-4106. Said notice called for written protests to delivered to City Hall, or to be made in person at the public hearing.

*AND WHEREAS*, no protests were made, either in writing or in person. A public hearing was held on May 14, 2013 at 7:00P.M. at City Hall in Miles City, Montana, and all who spoke on the matter of the said Special Improvement District Number 211 were proponents of the creation of the District.

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

SECTION 1. That the public convenience and safety requires, and it is deemed necessary to order, establish and create, and the City Council of the City of Miles City, Montana, does hereby declare the creation of Special Improvement District for the improvement of paving certain portions of Arrowhead Lane, including curb and gutter, within the Southgate Meadows Subdivision in Miles City, Montana.

SECTION 2. That this Special Improvement District shall be known and designated as Special Improvement District Number 211 of the City of Miles City, Montana.

SECTION 3. That the subject of this Special Improvement District and the land on which the preparation of surface and placement of curb and gutter shall be applied is located on Arrowhead Lane in the City of Miles City, Montana. The general nature of the improvements shall be 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 parcels of land included in this District.

SECTION 4. The following lots located in the City of Miles City, County of Custer, State of Montana, shall be included in the said District: Block 6 of the Southgate Meadows Subdivision, Lots 10, 14, 15, 16, 17, 18, 33A, 33B, 34A; Block 3 of the Southgate Meadows Subdivision, Lots 12 and 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." Upon finalization of the subdivision of the foregoing parcel of land, the created parcels shall be assessed in the same manner as the remaining parcels within the District.

SECTION 5. The foregoing real property is deemed to be benefitted by said improvement, and is hereby declared to be a part of the said Special Improvement District Number 211, and is the property to be assessed for the costs and expenses of making the improvements called for herein.

SECTION 6. M&L Enterprises Inc., a Montana Corporation, is the developer of the lots within Southgate Meadows subdivision which have not yet been subdivided, and has requested that ½ of the cost of the paving of a portion of Arrowhead Lane, with curb and gutter, be funded by Special Improvement District Number 211, and M&L Enterprises Inc. has agreed to reimburse the City of Miles City the amount of ½ of the cost of said paving, curb and gutter, with the remaining ½ of the cost of said paving, curb and gutter to be paid by Special Improvement District Number 211.

SECTION 7. The estimated cost of the improvements called for herein, after accounting for the portions of the improvements being paid by M&L Enterprises Inc., is \$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. The interest rate during the period of repayment shall be 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 1% pursuant to MCA § 7-12-4189.

SECTION 8. The establishment of the precise cost of the improvements, the exact period of repayment, and the interest to be charged during the period of repayment, along with the calculation of the taxable assessment of each parcel of land within the District, shall be established by a Resolution for Tax Levy Upon District Property, and after notice and a hearing thereon, pursuant to MCA § 7-12-4176 through MCA § 7-12-4178.

SECTION 9. The method by which the costs of the improvements will be assessed against the property in the district is the frontage option as set forth in MCA § 7-12-4189.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY  
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,  
MONTANA, THIS 24<sup>th</sup> DAY OF October, 2013.**

X C.A. Grenz  
C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce  
Lorrie Pearce, City Clerk

# Attachment #6

## Final Plat



