

## **NEW BUSINESS**

- A.** Ordinance No. 1277: Water/Sewer Policy Revisions
- B.** Confirmation of Firefighter Eric Hartse
- C.** Request for Small Donation for Retirement Gift for Alec Hanson (Montana League of Cities and Towns)
- D.** Council Review: TIFD Urban Renewal Plan
- E.** Resolution 3743: Bond Regulations
- F.** Resolution 3744: VA Lease for RSVP
- G.** Resolution 3745: Personnel Policy: Recruiting & Hiring
- H.** Resolution 3746: Personnel Policy: Sick and Vacation Leave Donations
- I.** Resolution 3747: Boundary Line Adjustment (Val Dyba)
- J.** Council Decision: Floodplain Administrator

# ORDINANCE NO. 1277

**AN ORDINANCE AMENDING ORDINANCES 1073 AND 1262 AND REVISING "ADMINISTRATION RULES OF THE CITY OF MILES CITY WATER AND SEWER SERVICES, ACCOUNTS, DELINQUENCIES AND TERMINATION"**

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

**Section 1.** *Administrative rules.* There is hereby adopted a revised "Administrative Rules and Regulations of the Public Utility Department of the City of Miles City" as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

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

Said Ordinance read and put on its passage this 23<sup>rd</sup> day of September, 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

## **Administration Rules of the City of Miles City Water and Sewer Services, Accounts, Delinquencies and Termination**

### **1.0 General**

- 1.1 **Intent and Purpose.** The intent and purpose of these rules and regulations is to provide the residents of the City with efficient and economical water and sewer service, and to clearly establish a policy for providing these services to the users (customers) of this system.
- 1.2 **Authority.** These rules and regulations are enacted pursuant to the authority granted the City under Montana codes and City of Miles City municipal codes and administrative rules. These include **MCA 7-13-4304-4313.**
- 1.3 **Reference.** Also applicable is the Miles City Code- **Ch. 23 Articles II and III.**
- 1.4 **Jurisdiction.** The jurisdictional area of these rules and regulations shall include all areas within the corporate city limits, and any other locations where users are provided water or sanitary sewer service by the City of Miles City.
- 1.5 **Application.** These rules are hereby made part of a Contract with every customer which is provided water and sewer service. Every customer making application for such service or accepting such service, shall be bound by the rules herein.
- 1.6 **Access.** Access to a customer's premise is authorized at all reasonable hours by City staff to all parts of the building or premise where water is delivered or sewer service is provided for the purpose of inspecting the condition of pipes and fixtures, servicing the meter, monitoring, or turning on or off water or sewer service. Notice shall be given for such access, except notice will not be required in an emergency situation.
- 1.7 **Payment for Service.** Montana law prohibits a municipality from providing water or sewer service to anyone without receiving payment for such service.

### **2.0 Agreements and Notices**

The following agreements pertain to providing water and sewer service to individual customers, and the following notices may be issued pursuant to this policy.

- a. **Customer Information Sheet** - Required of all customers when they request service.
- b. **Contract For Services** - Required of all customers when they request service.
- c. **Landlord Rental Agreement Form**- Required by all landlords if they wish the City to bill the tenant or renter.
- d. **Agreement For Payment Of Past Due Accounts (Contract)**- Required when full payment of a delinquent amount cannot be made immediately.
- e. **Past Due Notice Letter**- Letter a customer will receive when their account is past due 60 days or more.
- f. **Final Disconnect Notice**- A forty eight hour door hanger notice issued to the customer for failure to bring account current after the initial Past Due Notice Letter was issued.
- g. **Termination Notice**- A notice of no contract for water/ sewer services with the City of Miles City. This is a forty eight hour notice hung on the door of the residence.
- h. **Water/Sewer Shut off Notification Letter**- Mailed to the Landlord of a property that has been disconnected for non-pay, following the Final Disconnect Notice issued to tenant.
- i. **Request for ACH Payment Form**- Required of all customers whom wish to participate in the ACH payment option which the City of Miles City provides.

In addition to Agreements a and b above, all appropriate hookup, connection, and turn on fees must be paid prior to commencing service.

### **3.0 Service Lines**

The following items pertain to the water and sewer service lines:

- a. The customer shall own both the water and sewer service lines in their entirety, from the point-of-usage to the City water curb stop and to the sewer main. The customer shall keep their service lines in a good state of repair.
- b. The City shall own from the curb stop to the water main and the meter and associated meter readouts. The user shall provide an acceptable location for and easy access to the meter.
- c. All other appropriate administration rules and City ordinances shall apply, including those relating to excavation in the streets, asphalt and concrete surface repairs, bonding for plumbers and excavators, and sewer use.
- d. All taps on City water mains shall be made by the City.
- e. All sewer taps shall be by a licensed plumber.
- f. All excavation shall comply with OSHA regulations and City SOP #91.0900.
- g. All water and sewer service materials and methods of installation shall comply with the Uniform Plumbing Code.
- h. All excavation and installation or repairs to service lines shall be inspected by the City prior to covering them.
- i. Access is to be provided to the meter and meter readout at all times.
- j. If the curb stop does not work or is not accessible, it shall be repaired at the earliest convenience to an operating condition or relocated to where it is accessible. This is the responsibility of the City.
- k. The customer shall be responsible for all damage and necessary repair to the water and sewer service lines and for any resulting property damage from leaks or breaks of these lines. No claim shall be made against the City due to any damage resulting from the water or sewer service lines, or for any failure to provide water or sewer service.
- l. If a leak is found in the street and is doubtful whether the water is from the City main or the customer service line, the City will determine where it is from. This may involve excavation to the leak. If the leak is found to be from the main, or service line to the curb stop, the City will make all repairs but if it is found to be the service line, after the curb stop, the customer will be notified immediately and must take charge of the excavation, repair the leak, replace the street and be responsible for all damages which may result. If the customer does not make the repairs at once, the City will proceed and bill all labor, equipment and materials against the property. In the event that this bill is not paid, it shall be handled per Sections 5.0 and 6.0 of this rule.

#### **4.0 Landlord/Tenant**

The landlord has the ultimate responsibility for the payment of charges for water and sewer services to a property. The City will bill the tenant for these services provided the **Landlord Rental Agreement Form** has been properly completed by the landlord. The tenant must sign a Contract for Service and make a deposit, or adequate letter of credit or reference, pursuant to Section 7.0, if they are to be billed.

The final bill for all tenants will be sent in care of the landlord. The landlord will then have thirty days to pay the final bill, and all past due charges left by tenant. If charges are not paid on the service address that the charges were accrued the process in Section 5.0 will then be followed.

#### **5.0 Delinquencies**

Payment for water and sewer charges are due when billed and become delinquent after 30 days from the date of the bill.

At 30 days past due (60 days from the billing date), a **Past Due Notice** will be sent to the customer, as well as the landlord, if **Landlord Rental Agreement Form** has been signed. This notice will be sent out by regular first class mail. It shall state the amount due and that service will be discontinued if payment is not received within 10 days of the date of the postmark or a written agreement is reached regarding the payment.

If payment is not received within 10 days, a door hanger **Forty Eight Hour Final Notice** will be delivered in person to the account holder, or posted in a prominent place at the property receiving service (and if the

customer at said property is a tenant, a copy will be mailed to the landlord), stating terms of the **Past Due Notice** were not met prior to disconnect date. Service will be disconnected forty eight hours. The notice shall state the date shut off is scheduled, the total balance due (which includes all amounts which have been billed, regardless of whether such amounts have become delinquent or not), any deposit which is required on the account pursuant to Section 7.0, a \$20.00 late payment penalty fee, and shall state the total amount due. The \$20.00 penalty fee will be charged to the account the day after the **Past Due Notice** states payment is due. Penalty fees apply to tenant only and will not be passed on to the landlord of the property. Service will then be terminated unless payment is received or an **Agreement for Payment of the Past Due Account** form is arranged between the City and the customer and or landlord.

Once service is disconnected for non-pay, a \$35.00 Re-Connect Fee, pursuant to Section 6.0, will be added to total amount due. Re-connect fees apply to the customer, only and will not be passed on to the landlord of the property in the event the customer is a tenant.

A customer has the option to make payment arrangements with the City for past due amounts through an **Agreement for Payment of Past Due Accounts** form, so long as service has not yet been disconnected. If the customer has a \$20.00 late payment penalty fee, or a deposit required on their account, this amount must be paid before making the agreement for payments, and may not be added into the amount to be repaid pursuant to the agreement. Payment plans shall not exceed 6 months unless approved as discussed under Section 10.0. When a delinquent amount is being paid off over time, the current bill must be paid by its due date, or the service shall be disconnected without further notice. The monthly payments shall be at least \$20 per month plus the current bill. If payments under the **Agreement for Payment of Past Due Accounts** are not honored by the customer, services will be terminated without further notice. Once service is terminated, it will not be restored until the entire balance is paid, along with Re-Connect Fee, Section 6.0. Customer must be actual account holder/ or spouse to make arrangements using this form. If a tenant signs an **Agreement for Payment of Past Due Accounts** form, and defaults on payments, the account will be finalized and past due balance will transfer to landlord responsibility. Landlord will be sent a copy of the **Agreement for Payment of Past Due Accounts** form.

Payments must be made to City Hall water department. Payments will not be accepted by field staff.

As allowed by **MCA 7-13-4309**, a delinquent water or sewer charge may become a tax lien upon the real property, at the discretion of the City. The City may utilize a collection agency to recover past due amounts as they deem appropriate. Properties which receive services through a water or sewer district agreement with the City may have delinquent amounts charged to the district, at the discretion of the City, and if allowed under such agreement.

Any other bill regarding water or sewer services, such as a turn-on or turn-off fee or repairs, may be handled in the above manner relating to water or sewer service.

#### **6.0 Discontinuation of Service**

Disconnections may include shutting off the curb stop and/or as allowed by **MCA 7-13-4309** delinquent water or sewer charges may become a tax lien upon the real property, at the discretion of the City. The City may utilize a collection agency to recover past due amounts as they deem appropriate.

A **Termination Notice** will be hung on a residence door, if the City does not have a current contract for service. This notice prompts the new resident to come sign up for new service with the City Water Department.

If Water/Sewer Services are terminated due to non-pay, a \$35.00 Re-connect Fee will be charged as well as the entire past due balance stated in Section 5.0, and additional deposits required pursuant to Section 7.0. The \$35.00 Re-connect fee and all other charges must be paid before service is turned back on.

Service shall be discontinued if payment is not received prior to the shutoff date, unless an Agreement for Payment is made within the time frames established in Section 5.0. Service may also be discontinued immediately as stated in Section 9.0 for violation of any unlawful acts.

A 10-day notice for disconnection may be given for failure of a customer to maintain his water or sewer service line or other appurtenances in good repair, provided the notice describes the deficiency that the customer must rectify.

The City also reserves the right to temporarily shut off water service at any time without notice for the purpose of making repairs or extensions to their system.

### **7.0 Deposits**

An initial deposit of \$150.00 will be assessed for new accounts. This initial deposit may be waived by the City, at its discretion, if adequate evidence of creditworthiness is provided to the City, in the form of references or a letter of credit. Such reference or letter of credit must clearly establish a history of timely payments over the past 12 month period of water or sewer services, other utilities, or payments for other similar service or obligation which is billed and paid on a recurring monthly basis. This deposit will be held for not less than a period of one year. If, during the 12 month period following the payment of the deposit called for herein, if all payments are made within 30 days of the billing date, the deposit on file will be applied to the latest bill, or applied to final bill if service is disconnected prior to 12 months following the date of deposit. Any amount remaining after the final bill is paid shall be refunded.

If service has been disconnected and finalized, meaning the previous hundred and fifty dollar deposit has already been applied to the account, a \$200.00 minimum deposit shall be required to have services restored, as well as all past due balances paid in full. If a deposit is required after the termination of service a second time, and the deposit has already been applied to the account, the minimum required deposit shall be \$250.00.

If a customer becomes delinquent and receives a **Forty Eight Hour Final Notice**, the customer is required to bring any existing deposit amounts, including grandfathered deposit amounts, up to the current deposit amount required under this policy to prevent shutoff. By way of example, a customer who has a \$50.00 deposit on file (a grandfathered deposit amount), or a deposit which has been waived by reason of the customer having provided adequate references, would be required to bring the deposit amount on their account up to \$150.00 in order to prevent shutoff once a **Fort Eight Hour Final Notice** has been issued. Failure to bring an account deposit up to current amounts pursuant to this provision will result in water being shut off, even if all other amounts due, including penalties, have been paid.

No interest will be paid on deposits.

### **8.0 Turn-on/Turn-off**

Services can be turned on or off by the City upon request should the home or building be temporarily vacant or repairs needed or as allowed under Section 6.0. There are no fees to turn-on/ turn-off for the initiation of service or because repairs are needed if it is during normal business hours. After hour call outs for service will be billed to customer. If service is shut off for non-pay as stated in Section 5.0, there is a \$35.00 Re-connect Fee.

Only the City may operate the curb stops. The City will not be liable for any damage to persons or property that may result by turning on or off a service.

### **9.0 Unlawful Acts**

Unlawful acts include:

- Violation for noncompliance with any applicable federal, state or local laws, rules or regulations.
- Unauthorized tampering with the meter, curb stop, or other part of water or sewer service line.

- Non-compliance with the sewer use ordinance.
- Maintaining a cross connection or allowing the entry of non-potable water into the City water system.
- Failure to fulfill contractual obligations for service.
- Failure to permit reasonable access to the meter, curb stop or other equipment or areas of the premise related to water or sewer service.
- Extending water or sewer service to another building or location without receiving permission.
- Intentionally damaging or breaking the seal on a meter.
- Operating the curb stop, or making any change in the water or sewer service connection without permission of the City.

Service may be discontinued immediately upon committing an unlawful act. The penalty for committing an unlawful act includes the turn-on fees and deposits discussed above or any other recourse allowed the City under state and local laws, rules or regulations.

### **10.0 Appeals**

If a customer wishes to appeal any decision relating to water or sewer service, they must make this appeal in writing and present it to the City Clerk. The Clerk, in consultation with the Mayor, Utilities Director, and Utility Billing Clerk will make an initial determination on the appeal. If the customer is not satisfied with the response, they may appeal their issue to the Finance Committee of the Council.

Similarly the City Clerk, in consultation with the Mayor, Utilities Director, and Utility Billing Clerk may make other reasonable terms for payment of a past due account should the procedures outlined above not be sufficient. They may extend the agreement for payments up to an additional 90 days. Any extension past 3 additional months shall be approved by the Finance Committee as a special hardship case. Any forgiving of an amount owed shall also be by the Finance Committee. If the matter goes to the Finance Committee, the customer shall attend the meeting if requested.

The appeals process shall not extend any deadlines for termination of service or making payments. Therefore all required payments must be made during the appeal process.

There may be only one appeal of an overdue balance on an account and no appeal for failure to make timely payments.

### **11.0 Payment Types**

The City of Miles City accepts four types of payments. Cash, Check, Credit Card, or ACH (Automatic Withdraw Payment). Payments by Cash or Check can be mailed to the city, brought into office or placed in either two drop boxes for payments, one is located on the outside driveway of City Hall, and one at Albertsons grocery store. Credit card payments can be made in office, by phone, or online at the City's website. ACH payment arrangements can be made with the City of Miles City, by filling out a **Request for ACH Payment Form**. ACH payments will be that of the monthly utility amount due on the customer's account. It will be automatically withdrawn from the customer's Checking or savings bank account each month.

**AGREEMENT FOR PAYMENT OF PAST DUE ACCOUNTS  
CITY OF MILES CITY**

**CUSTOMER:** \_\_\_\_\_

**LANDLORD:** \_\_\_\_\_

**SERVICE LOCATION:** \_\_\_\_\_

**ACCOUNT:** \_\_\_\_\_

I agree to pay the **PAST DUE** balance of \$ \_\_\_\_\_ on the above account number as follows:

1. Payment in **full** on **OR** before \_\_\_\_\_



2. In addition to a portion of the **PAST DUE** balance, I agree to pay the **current balance** of my account by or on the due date of the current monthly bill.

<b>PAST DUE DUE DATE</b>	<b>AMOUNT DUE</b>	<b>DATE PAID</b>	<b>CURRENT BILL DUE DATE</b>	<b>AMOUNT DUE</b>	<b>DATE PAID</b>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**DATE:** \_\_\_\_\_

**CUSTOMER SIGNATURE:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_

**IF SERVICE IS TERMINATED, THE CUSTOMER WILL BE RESPONSIBLE FOR THE ENTIRE AMOUNT DUE INCLUDING A RECONNECT FEE OF \$35.00, PLUS A DEPOSIT in the amount required pursuant to 7.0 of the Administration Rules of the City of Miles City.**

A COPY OF THIS AGREEMENT WILL BE SENT TO YOUR LANDLORD.

**IF THIS AGREEMENT IS NOT HONORED BY THE CUSTOMER, SERVICE WILL BE TERMINATED WITHOUT FURTHER NOTICE.**

**LANDLORD RENTAL AGREEMENT FORM  
CITY OF MILES CITY**

**Date:** \_\_\_\_\_

Owner Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Work #: \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

I, \_\_\_\_\_, owner of the below mentioned property/ies, request the City of Miles City to bill my tenant/ s for City Utility services.

I understand that the City will not begin or continue billing my tenant/s until the City has received this written request, as well as a signed Contract for Services, and deposit received by the tenant. I also understand that the City will read the meter at the earliest opportunity upon receiving a contract from a new tenant. The termination date for my account will be the date the meter is read.

I do hereby acknowledge that as the property owner, I am responsible for the water and sanitary sewer charges on the bill not paid by the tenant. Further, I understand the following tenant billing policy and my responsibilities as owner of the below listed property/ies:

- Water and Sewer charges remaining from any prior renter must be paid 30 days after the tenant has moved out. If charges are not paid in the 30 days following final bill, the termination process in Section 5.0 of the, **Administration Rules of the City of Miles City Water and Sewer Services, Accounts, Delinquencies and Termination**, will be followed, and any past due amounts pertaining to the property may be treated as public information and be released to third parties upon request.
- Penalty fees and Re connect fees apply to tenant only and will not be passed on to the landlord.
- If a tenant defaults on an **Agreement for Payment of Past Due Accounts** form, the remaining past due balance will be the landlord's responsibility. Landlord will receive a copy of the **Agreement for Payment of Past Due Accounts** form tenant signs.
  - Unpaid water/ sewer charges will become a tax lien against the property. **MCA 7-13-4309**
  - Owner is responsible to notify the City of any changes in billing. If a tenant contacts the City to request a final bill, the account will automatically revert back to the owner's name.
- The owner will receive duplicate copies of delinquent notices whenever the tenant's account is overdue.
  - Owners that have managers/agents managing the property must have a letter on file with the City authorizing that individual to make decisions for that property. Without that authorization the City will only work with the owner.

Rental Address: \_\_\_\_\_ Rental Address: \_\_\_\_\_

Rental Address: \_\_\_\_\_ Rental Address: \_\_\_\_\_

Rental Address: \_\_\_\_\_ Rental Address: \_\_\_\_\_

Owners Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Past Due Notice Letter – Current Resident

City of Miles City  
Water and Sewer Department  
PO Drawer 910  
Miles City, MT 59301  
Phone: 406-234-3462

Date

Customer Name  
Address  
City State Zip

Account Number

### Past Due Account Notice

Payment of your water and/ or sewer account at (Service Address) is 60 or more days past due. We are required to disconnect your utility service on (Disconnect date), unless the past due amount of (Amount due) is paid before that date.

If payment is not received or written arrangements made with our office, prior to the above (Disconnect date) services will be terminated. At that point the entire balance of the account, (Total Amount) will be due. In addition to said amount, a \$20.00 late payment penalty fee, and a \$35.00 re-connect fee shall be required. A deposit in an amount between \$150.00 and \$250.00 pursuant to Section 7.0 of the Administrative Rules of Miles City shall also be required.

The City accepts credit card payments through [paygov.us.com](https://paygov.us.com) or through a link on the City of Miles City website, [miles-city-mt.org](https://miles-city-mt.org). You can also pay by phone at 1-866-480-8552, or in the City Water Department office at City Hall. A convenience fee will be assessed to each transaction made using you card.

By Order of

City Clerk

## Final Disconnect Notice

City of Miles City  
Water and Sewer Department  
PO Drawer 910  
Miles City, MT 59301  
Phone: 406-234-3462

Customer Name  
Service Address

Date : \_\_\_\_\_

Account# \_\_\_\_\_

A **Past Due Notice** was sent to you on \_\_\_\_\_ by mail, warning you that your water/sewer account was past due, and that your services would be terminated on \_\_\_\_\_ unless terms of the notice were met prior to disconnect date.

Terms of that notice have **NOT** been met, therefore your water/ sewer service at the above referenced service address will be discontinued on \_\_\_\_\_ @ \_\_\_\_\_ unless payment is received by, or written arrangements made with, our office.

**WE WILL ACCEPT CASH, CREDIT CARD, OR MONEY ORDER ONLY!!!!**

A \$35.00 Re-Connect Fee will be added if service is terminated. Any other costs incurred during the termination of utility service will be the responsibility of the property owner and will be due before service is continued.

The City accepts credit card payments through [paygov.us.com](http://paygov.us.com) or through a link on the City of Miles City website, [miles-city-mt.org](http://miles-city-mt.org). You can also pay by phone at 1-866-480-8552, or in the City Water Department office at City Hall. A convenience fee will be assessed to each transaction made using your card.

Balance Due \$ \_\_\_\_\_

Penalty Fee \$20.00

Deposit Due \$ \_\_\_\_\_

**Total Due \$ \_\_\_\_\_**

By Order Of \_\_\_\_\_  
City Clerk

**Past Due Notice Letter - Landlord**

City of Miles City  
Water and Sewer Department  
PO Drawer 910  
Miles City, MT 59301  
Phone: 406-234-3462

Date

Customer Name  
Address  
City State Zip

Account Number

Past Due Account Number

Payment of your water and/ or sewer account at (Service Address) is 60 or more days past due. We are required to disconnect utility service to the property on (Disconnect date), unless the past due amount of (Amount due) is paid before that date.

If payment is not received or written arrangements made with our office prior to (Disconnect Date), services will be terminated. Please note that our office will hang a 24 hour disconnection notice on the door of the above listed service address, as to notify the current resident.

A \$20.00 late payment penalty fee will be assessed to the account on (Disconnect Date), and a \$35.00 re-connect fee will be assessed if services are terminated. A deposit in an amount between \$150.00 and \$250.00 pursuant to Section 7.0 of the Administrative Rules of Miles City shall also be required.

The City accepts credit card payments through [paygov.us.com](http://paygov.us.com) or through a link on the City of Miles City website, [miles-city-mt.org](http://miles-city-mt.org). You can also pay by phone at 1-866-480-8552, or in the City Water Department office at City Hall. A convenience fee will be assessed to each transaction made using your card.

By Order of

City Clerk

(Letter Head)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We are issuing this 48-hour termination notice for water and sewer as we do not have a contract for services with you at this time. If you wish to avoid termination of services you must come to our office at 17 S 8th Street before \_\_\_\_\_ o'clock on \_\_\_\_\_.

We require either a letter of credit from another utility company or account where you have established good credit during the last year, or a deposit in accordance with Section 7.0 of the Administrative Rules of the City of Miles City. This deposit will be kept with your account for one year and if the account is kept current it will be applied to your account at that time. If you have any questions please call our office at 234-3462.

City Clerk  
City of Miles City

(Letter head)

## Water/Sewer Shut off Notification Letter

Dear Landlord,

You are hereby notified that your tenant at (Service Address), (Tenant Name), was shut off for non- pay on (Shut off date). After applying the deposit on the account, the remaining balance is (Balance).

Please note your tenant has 30 days to pay the balance in full on this account, and restore services. If payment is not made, as per the Landlord Rental Agreement, we will finalize the account and the balance will become your responsibility. All balances must be paid before water/sewer services are restored to above listed property.

If you have any questions or need further clarification, please feel free to contact me at 406-234-3462.

City Clerk  
City of Miles City



(On Letter head)  
**Request for ACH Payment Form**

Customer Name: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_ Checking \_\_\_\_ Savings \_\_\_\_

Each customer must provide their bank name, their bank routing number, and their bank account number.

Customer's Name Street Address City, State, ZIP	Check No. 00403
PAY TO THE ORDER OF _____	\$ _____
_____	Dollars
Bank Name Street Address City, State, ZIP	
⑆044 204 224⑆ 02999999999⑈00403	

This is the location of the 9 digit Transit Routing Number for your Bank.

This is where you will find your account number.

This is my (our) authorization of my (our) bank, named above, to deduct from my (our) checking or savings account (as specified above) and pay to the City of Miles City the amount of my monthly utility service bills. This authorization shall continue until written notice of cancellation is received either by my (our) bank or by the City of Miles City in such time as to afford a reasonable opportunity for the Bank or the City to act on the notice.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*Electronic fund transfers can only be done with banks in the United States*

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For Water/Sewer Department use only:

Customer Name: \_\_\_\_\_

Start Date of ACH: \_\_\_\_\_

Account Number: \_\_\_\_\_

Service Address: \_\_\_\_\_

New Business # C

**Lorrie Pearce**

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**From:** Glena Hook  
**Sent:** Monday, September 15, 2014 10:04 AM  
**To:** mmctfoa@sympa.montana.edu  
**Subject:** RE: Alec Hansen retirement

Thanks you

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**From:** Agnes Fowler [mailto:[agnes@cityofconrad.com](mailto:agnes@cityofconrad.com)]  
**Sent:** Monday, September 15, 2014 9:31 AM  
**To:** [mmctfoa@sympa.montana.edu](mailto:mmctfoa@sympa.montana.edu)  
**Subject:** RE: Alec Hansen retirement

All contributions for Alec's retirement gift should be sent to MLCT in Helena for receipt no later than the 26<sup>th</sup> of September to allow Debbie to tally and thus make the purchase prior to the convention. Thank you everyone. See you then.

**Agnes Fowler**  
Finance Officer  
City of Conrad  
413 S. Main Street  
(406) 271-3623  
(406) 271-5602-fax

CONFIDENTIALITY NOTE: This e-mail message and its attachments are intended solely for the addressed recipient and may contain legally privileged and confidential information. Any unauthorized use, disclosure or duplication is prohibited. If you are not the addressed recipient or received this e-mail in error, please notify the sender and delete. All City of Conrad's emails are subject to Montana's Right to Know Law (Article II, Sect 9 MCA) and can be considered Public Record (2-6-202, MCA) available for public disclosure.

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**From:** Glena Hook [mailto:[glena.young@cityoflibby.com](mailto:glena.young@cityoflibby.com)]  
**Sent:** Monday, September 15, 2014 9:26 AM  
**To:** [mmctfoa@sympa.montana.edu](mailto:mmctfoa@sympa.montana.edu)  
**Subject:** RE: Alec Hansen retirement

I missed the request but Libby would like to give \$50 if someone could let me know when it is needed and where to send it. We will be at the convention but it may be needed before then. Thanks Glena from Libby

---

**From:** Agnes Fowler [mailto:[agnes@cityofconrad.com](mailto:agnes@cityofconrad.com)]  
**Sent:** Friday, September 12, 2014 3:17 PM  
**To:** [mmctfoa@sympa.montana.edu](mailto:mmctfoa@sympa.montana.edu)  
**Subject:** RE: Alec Hansen retirement

Conrad is giving \$50, I understand Shelby and Cut Bank also are giving \$50.

**Agnes Fowler**  
Finance Officer  
City of Conrad  
413 S. Main Street

(406) 271-3623  
(406) 271-5602-fax

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**From:** E Roos 2 [<mailto:eroos2@townofwestyellowstone.com>]  
**Sent:** Friday, September 12, 2014 3:11 PM  
**To:** [mmctfoa@sympa.montana.edu](mailto:mmctfoa@sympa.montana.edu)  
**Subject:** Alec Hansen retirement

Ok folks, I assume everyone saw the request for donations towards a gift card for Alec Hansen. We have a relatively new council, most of them don't know Alec personally but recognize the work he has done for cities and towns over the last three decades. Is anyone willing to share if and how much their municipality is going to contribute? We were asked to do a little research and try to find out what other cities are doing.

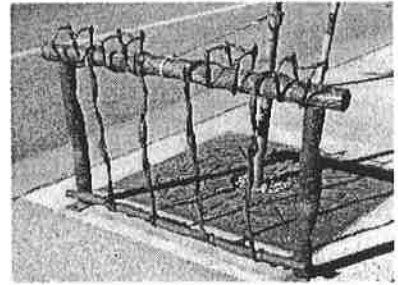
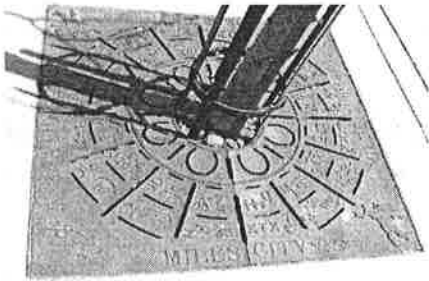
Thanks-Happy Friday!

Liz  
West Yellowstone

# CITY OF MILES CITY

## DOWNTOWN URBAN RENEWAL PLAN

*DRAFT DOCUMENT 9/17/2014*



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## **BACKGROUND AND STATEMENT OF PURPOSE**

During a Community Discussion hosted at the Miles City Library in August of 2012 to discuss the impact of regional energy development, the group also voiced concerns about the increasing number of vacant properties in the Miles City's Main Street business district. The loss of green space for new business construction near Interstate 94 on South Haynes Avenue to accommodate energy growth was a stark contrast to the deterioration of a beautiful Historic Main Street District lacking in similar development. The Director of the City's Historic Preservation Office responded by proposing the "Revitalize Downtown" project to City Council and the Historic Preservation Commission. The Miles City Preservation Commission plays a major role in the City's planning process as an advisory Board to the City which reviews and comments on planning programs undertaken by the city, through the city zoning commission and the city/county planning board on matters relative to historic resources such as land use, economic development, municipal improvements, housing and other public programs. The Director and Commission scheduled a second Community Discussion in November of 2012 to focus on the concerns of the community specific to the Historic Main Street District. The findings of that meeting are attached as Appendix A, Project Priorities Matrix.

The Miles City Revitalization Downtown (MCRD) project is designed to answer the growing concern voiced by the community over the ongoing deterioration of the iconic business district which represents our City's cultural heritage and a significant economic asset. It is a primary goal of the MCRD project level the playing field between redevelopment and greenfield development.

A broader collaboration between the City, the Miles City Area Economic Development Council, Miles City Housing Authority, Fort Keogh Livestock and Range Research Station and other area service groups, the MCRD project works to design strategies, financial incentives, and provide technical assistance that will address the specific barriers or challenges in order to encourage development of projects that strengthen the business environment in the Main Street Historic District, Miles City's primary business corridor. The Revitalize Downtown team refers recommendations to the City Council for consideration in supporting economic development in historic downtown Miles City.



The Urban Renewal Plan with a Tax Increment Finance option is one of many initiatives of the Revitalize Downtown project. The strategy to provide capital resources and leverage existing funds is a critical component of the larger effort to incentivize redevelopment in the city's main business corridor. TIF District revenue can be packaged with other funding mechanisms which include, but are not limited to grant match dollars, New Market Tax Credits, Historic Preservation Tax Credits, EPA Brownfields dollars, Montana Board of Investment Loans, Montana Department of Transportation planning and construction dollars, and Montana Board of Investment Infrastructure loans.

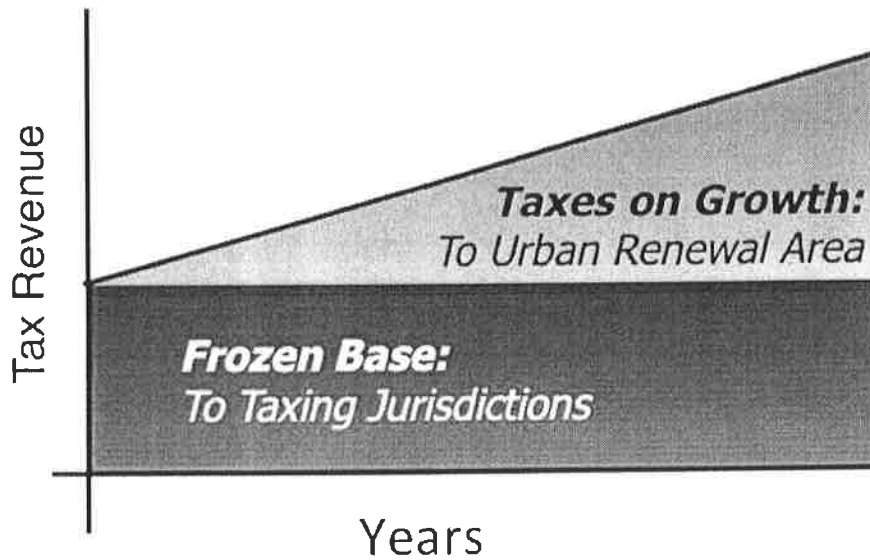
To implement the Tax Increment Finance District Initiative, the City sought grants from the Montana Community Development Block Grant-Economic Development program, the Montana Main Street programs and private sources to fund a Tax Increment Finance District Feasibility Study, and to proceed with creation of the district should it prove feasible. On April 22, 2014, the city contracted with Zeier Consulting, LLC to conduct the Feasibility Study and advise the City Council in creating the District should it prove feasible.

On June 24, 2014, the Miles City Council adopted **Resolution 3686** approving the Feasibility Determination for the proposed Miles City Downtown Urban Renewal District with the option for Tax Increment Financing and authorized Zeier Consulting, LLC of Billings, Montana to conduct a professional study for the purpose of determining if blight exists within the downtown Miles City area. The Study conducted determined that blight exists in the area in accordance with Urban Renewal Law (7-15 Parts 42 & 43 M.C.A.). Based on the findings of the Zeier Study, the City Council adopted **Resolution 3705**, "declaring the intent to create the Miles City Downtown Urban Renewal District with Tax Increment Authority; and declaring the existence of blight within the Miles City Downtown Urban Renewal area". The Council directed Zeier Consulting to prepare the Miles City Downtown Urban Renewal Plan. This Plan is the result of that effort.

## **INTRODUCTION**

The State of Montana has provided local municipalities with the Urban Renewal Plan process through Montana Code Annotated Title 7 Chapter 15 Part 42 & 43. Montana Urban Renewal as it is known

provides for a process known as Tax Increment Finance that allows a municipality to denote a certain area of the city as infrastructure deficient or blighted. Within that area of the City, a base tax value is determined and any incremental property tax revenues generated in the Urban Renewal District are then distributed to the city for planning and redevelopment activities. The base value is still distributed to all taxing jurisdictions. The incremental revenues are the only revenues that go to the City of Miles City. The funds collected in the district must be spent within the district for infrastructure improvements as incentives to encourage redevelopment in the District. After an initial 15 year term the base values reset to the current level and any other taxing jurisdiction then receives the base values and the incremental revenues generated. See illustration below.



## HISTORY

Miles City and the region have a rich and colorful history. Downtown Miles City is a unique place that is steeped in the history of the west. Our history extends back to the days of the dinosaurs and nomadic hunters following the herd migrations. The first modern group to make their home here permanently appears to have been the Crow Indians. They were followed by fur trappers, the Lewis & Clark Expedition and other early explorers.

Miles City as we know it today was established at the confluence of two iconic rivers, the Yellowstone and the Tongue, in 1877, in response to Custer's defeat at the Battle of the Little Bighorn. The fort was built to carry out the political decision to remove the Crow People to reservations during the Great Sioux Wars; and ultimately make way for increasing numbers of settlers from all over the world, cattle barons and farmers alike that found our region inviting.

As a civilian settlement around the Fort Keogh military outpost, the city immediately began to flourish as a regional trade hub on the frontier. At that time, steamboats and bull trains were the means of travel, commerce and shipping, and early homes were of log construction. The early log and lumber buildings provided great fuel for fires; and Miles City experienced a number of major fires in the early business district.

As they rebuilt the city's core business district, the founding fathers encouraged the City's role as a regional trade center and planned accordingly. They designed the city based on the concept that "looking prosperous would attract prosperity".

Architects were hired and as the city fathers tried to outdo each other, a city featuring impressive architecture of enduring materials, beautiful homes, parks, landscapes and walkways was built.

The concept worked. Leighton and Jordan, early businessmen, were the largest supplier of ranch and home goods in the entire Northwest Territories. Other businesses and trades were attracted to the growing city, and Miles City was, for a time, the second-largest banking center in Montana

and held the record for the most millionaires per capita. Miles City has served as eastern Montana's largest city, providing hospitality, commerce, education, cultural, recreation, medical, government, and other services to a large rural region for over 135 years.

Their legacy is a beautiful downtown district constructed with enduring materials and inspiring architecture that reflects our proud cultural heritage which was listed on the National Register of Historic Places in 1989.

Extending from Riverside Park to the railroad underpass, Main Street features an array of stunning architectural styles that reflect a prosperous past. Always a source of great pride in the community, sadly, the downtown historic district can now only be described as blighted.

The efforts of the community has led to the development of policies and plans to help preserve this history and plan carefully to incorporate new development into the downtown. This careful, well-conceived, and transparent planning process is a critical component to the success of this Urban Renewal Plan.

## **EXECUTIVE SUMMARY**

A vibrant downtown area is a vital component of a healthy community. The Downtown area of Miles City has undergone significant change in the last two decades due to several factors affecting the economic viability of the area, including but not limited to:

- Miles City began to experience a long, slow deterioration of the downtown business corridor following construction of the Interstate highway system and rerouting of State highways in the 1960s. Without the automobile traffic to support them, numerous businesses located on Main either closed due to lack of business or migrated to higher traffic areas near the Interstate highway exits on South Haynes Avenue hoping to increase sales.
- Declining economic conditions also contributed to the decrease in business in the main business district and eventually other retail and service businesses followed or closed up shop completely.

- A series of devastating fires during those two decades, ending with a catastrophic fire in 2009 has left an impact as well. During that time, the City lost many successful businesses and historically significant buildings on Main Street. There has been some rebuilding, though there are still parcels that have been left as vacant and underutilized.
- This shift has been accelerated in recent years as more businesses such as Sherwin Williams and Ben Franklin have either closed or left Main Street.
- Business owners no longer view the Main Street business corridor a viable location due to lack of traffic, this has resulted in a lack of investment in the Downtown. This lack of development is evidenced in the high ratio of empty storefronts and declining real estate transactions in the Downtown.

During the 1980's the local Historical Society worked diligently to list the Main Street District. It was hoped that designation as a historic district would help incentivize preservation of the buildings through tax credits. Economic conditions at the time were not conducive to redevelopment, even with the tax incentives for commercial properties. The Main Street District originally included ninety-nine buildings (99), sixty (60) of which were considered contributing buildings and thirty-nine (39) non-contributing buildings. Based on a recent survey of the district, only fifty-five (55) of the ninety-nine original buildings listed on the Historic Register remain standing. Of those, only thirty-three (33) of the original sixty (60) "contributing" buildings have survived and remain mostly intact historically. Unfortunately, the downtown district often goes overlooked by new businesses or potential investors, primarily because of the fear that the cost of having to renovate these older buildings far outweighs the cost of simply building brand new. The fact that the downtown district has become a seemingly low traffic area (due to the migration of businesses toward the interstate) does nothing to convince businesses to open their doors downtown. The overall appeal of the city core has deteriorated significantly discouraging any possibility or new business investments.

Per MCA 7-15-4206(2)(a),(i), and (j), the downtown is eligible for inclusion on an Urban Renewal Area with a TIF District provision as a solution to address its current market and physical deterioration, the deterioration of site and site improvements, as well as a diversity of ownership that makes consensus on any potential redevelopment activities challenging and difficult.

The study of the Miles City Downtown core began with a data review process evaluating current property values within the Main Street Historic District and adjacent City neighborhoods, followed by site inspections throughout those portions of the City included in proposed TIF boundaries. The process continued with interviews with property owners and stakeholders. As part of this plan there have been meetings held with:

- City Council Members
- Downtown property owners
- Downtown business owners
- Business owners that have relocated out of the downtown
- City Staff that are responsible for maintaining and improving public infrastructure.
- Local economic development staff

There is a consensus that there is significant opportunity to be had for the redevelopment of the downtown core. The downtown is not meant to compete with the Haynes development and this plan is not meant to suggest that. The downtown needs to leverage the available tools, such as a TIF District, to provide property and business owners a level playing field to develop businesses that are viable. The South Haynes corridor experiences high transient traffic by offering regional residents and travelers food, lodging, automotive and truck sales and repair, and box store goods. This captured market demographic represents an opportunity for Main Street businesses to offer complimentary goods and services that will attract and retain that demographic.

The initial feasibility portion of this planning process has determined the plan for a TIFD in Miles City relates directly to the likelihood that such a District will successfully address the slow economic decline of the area and encourage investment in the main business corridor. The findings of this initial study concluded that the creation of a TIFD in Miles City has a high chance of success due to the following facts:

- The downtown is eligible under Montana Statute for an Urban Renewal District

with a TIF provision.

- There are significant issues with multiple properties in the downtown such as empty storefronts, infrastructure deficiencies, and lack of investment that can be addressed in the Urban Renewal Planning process.
- There is an upswing in the regional economy due to energy development in the Bakken area, and as a result there is increased market interest in Miles City to locate businesses as evidenced in the development of the South Haynes corridor.
- The increased volume of Interstate traffic to and from the Bakken region creates an economic environment which provides additional opportunity to capture a market share for businesses offering goods and services complimentary to those offered in the business areas serving the Interstate exits into the City.
- There is an increased demand for housing across all income levels in the region.
- The downtown area generates higher per square foot tax revenues than large paved areas in surrounding business districts.
- Re-use of existing infrastructure which is already in place and is financially viable.
- The City is located in Census Tract 30017962000 making it eligible for New Market Tax Credits.
- The business corridor is listed on the National Register of Historic Places making a high percentage of properties eligible for Historic Preservation Tax Credits.
- The City's unique history in combination with cultural and tourism events such as the Bucking Horse Sale, the Bluegrass Festival and other local events make it a platform for creating a travel destination.
- The City is home to a number of stable economic drivers that attract a diverse demographic to the city such as the Community College, Fort Keogh Research Station, Range Riders, the Art Center and the Eastern Montana Fair which provides an opportunity for business to capture a portion of the existing market share.
- The redevelopment of a downtown area has already seen significant investment from the public sector in the form of land use regulation changes such as rezoning to allow

for mixed use buildings, a Brownfields project to eliminate environmental issues as a barrier to redevelopment, and the willingness to begin the discussion of an Urban Renewal Plan with a Tax Increment District provision.

There is a significant amount of interest from the community for the redevelopment of the downtown core. The proposed Urban Renewal District and its corresponding Urban Renewal Plan will be a critical element in the redevelopment of Downtown. The Urban Renewal Plan is an ideal vehicle for the capturing of public input from property owners and public officials to set the long term vision of the Downtown area. The process to be undertaken is to be a transparent and public process that captures all input that is important to the Urban Renewal Plan. What the Downtown can be reinvented as and how to get there is the whole point of an Urban Renewal Plan and is perhaps the most important component of this project. Only through the Urban Renewal Planning process can the goals and objectives of the community be realized.



## DEFINITIONS

### MCA 7-15-4206. Definitions.

The following terms, wherever used or referred to in part 43 or this part, have the following meanings unless a different meaning is clearly indicated by the context:

- (1) "Agency" or "urban renewal agency" means a public agency created by 7-15-4232.
- (2) "Blighted area" means an area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, that substantially impairs or arrests the sound growth of the city or its environs, that retards the provision of housing accommodations, or that constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:
  - (a) the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential;
  - (b) inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;
  - (c) inappropriate or mixed uses of land or buildings;
  - (d) high density of population and overcrowding;
  - (e) defective or inadequate street layout;
  - (f) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
  - (g) excessive land coverage;
  - (h) unsanitary or unsafe conditions;
  - (i) deterioration of site;
  - (j) diversity of ownership;
  - (k) tax or special assessment delinquency exceeding the fair value of the land;
  - (l) defective or unusual conditions of title;
  - (m) improper subdivision or obsolete platting;
  - (n) the existence of conditions that endanger life or property by fire or other causes; or
  - (o) any combination of the factors listed in this subsection (2).
- (3) "Bonds" means any bonds, notes, or debentures, including refunding obligations, authorized to be issued pursuant to part 43 or this part.
- (4) "Clerk" means the clerk or other official of the municipality who is the custodian of the official records of the municipality.
- (5) "Federal government" means the United States of America or any agency or instrumentality, corporate or otherwise, of the United States of America.
- (6) "Local governing body" means the council or other legislative body charged with governing

- the municipality.
- (7) "Mayor" means the chief executive of a city or town.
  - (8) "Municipality" means any incorporated city or town in the state.
  - (9) "Neighborhood development program" means the yearly activities or undertakings of a municipality in an urban renewal area or areas if the municipality elects to undertake activities on an annual increment basis.
  - (10) "Obligee" means any bondholder or agent or trustee for any bondholder or lessor conveying to the municipality property used in connection with an urban renewal project or any assignee or assignees of the lessor's interest or any part of the interest and the federal government when it is a party to any contract with the municipality
  - (11) "Person" means any individual, firm, partnership, corporation, company, association, joint-stock association, or school district and includes any trustee, receiver, assignee, or other person acting in a similar representative capacity.
  - (12) "Public body" means the state or any municipality, township, board, commission, district, or other subdivision or public body of the state.
  - (13) "Public officer" means any officer who is in charge of any department or branch of the government of the municipality relating to health, fire, building regulations, or other activities concerning dwellings in the municipality.
  - (14) "Public use" means:
    - (a) a public use enumerated in 70-30-102; or
    - (b) a project financed by the method provided for in 7-15-4288.
  - (15) "Real property" means all lands, including improvements and fixtures on the land, all property of any nature appurtenant to the land or used in connection with the land, and every estate, interest, right, and use, legal or equitable, in the land, including terms for years and liens by way of judgment, mortgage, or otherwise.
  - (16) "Redevelopment" may include:
    - (a) acquisition of a blighted area or portion of the area;
    - (b) demolition and removal of buildings and improvements;
    - (c) installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the area the urban renewal provisions of this part in accordance with the urban renewal plan; and
    - (d) making the land available for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the municipality itself, at its fair value for uses in accordance with the urban renewal plan. If the property is condemned pursuant to Title 70, chapter 30, the private enterprise or public agencies may not develop the condemned area in a way that is not for a public use.
  - (17) (a) "Rehabilitation" may include the restoration and renewal of a blighted area or portion of the area in accordance with an urban renewal plan by:
    - (i) carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements;
    - (ii) acquisition of real property and demolition or removal of buildings and improvements on the property when necessary to eliminate unhealthful, unsanitary, or unsafe conditions, to lessen density, to reduce traffic hazards, to eliminate obsolete or other uses detrimental to the public welfare, to otherwise remove or prevent the spread of blight or deterioration,

or to provide land for needed public facilities;

(iii) installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the area the urban renewal provisions of this part; and

(iv) subject to 7-15-4259(4), the disposition of any property acquired in the urban renewal area, including sale, initial leasing, or retention by the municipality itself, at its fair value for uses in accordance with the urban renewal plan.

(b) Rehabilitation may not include the development of the condemned area in a way that is not for a public use if the property is condemned pursuant to Title 70, chapter 30.

(18) "Urban renewal area" means a blighted area that the local governing body designates as appropriate for an urban renewal project or projects.

(19) "Urban renewal plan" means a plan for one or more urban renewal areas or for an urban renewal project. The plan:

(a) must conform to the growth policy if one has been adopted pursuant to Title 76, chapter 1; and

(b) must be sufficiently complete to indicate, on a yearly basis or otherwise:

(i) any land acquisition, demolition, and removal of structures; redevelopment; improvements; and rehabilitation that is proposed to be carried out in the urban renewal area;

(ii) zoning and planning changes, if any, including changes to the growth policy if one has been adopted pursuant to Title 76, chapter 1;

(iii) land uses, maximum densities, building requirements; and

(iv) the plan's relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements.

(20) (a) "Urban renewal project" may include undertakings or activities of a municipality in an urban renewal area for the elimination and for the prevention of the development or spread of blight and may involve redevelopment in an urban renewal area, rehabilitation or conservation in an urban renewal area, or any combination or part of redevelopment, rehabilitation, or conservation in accordance with an urban renewal plan.

(b) An urban renewal project may not include using property that was condemned pursuant to Title 70, chapter 30, for anything other than a public use.

## PRIOR POLICY AND REDEVELOPMENT EFFORTS

The Revitalize Downtown project has already achieved significant traction up to the creation of the Urban Renewal District. Since the inception of the Revitalize Downtown Project, the City of Miles City has accomplished the following:

- Applied for a Community Wide Brownfields Assessment Grant, working with all city departments to develop a plan to integrate Brownfields into ongoing City Planning and Permitting activities and Comprehensive Planning efforts underway within the city.
- Worked with the EPA and the Great Northern Development Corporation of Wolf Point, Montana to perform Targeted Brownfields Assessments and clean-up of hazardous materials in local properties;
- Adopted Ordinance #1252: the Historic Mixed Use Zoning District on June 11, 2013 which creates “a new zoning district giving more flexibility for historic buildings, allowing commercial and residential usage within individual buildings within the historic district”. This revision broadens the definition of “historic district” to include other satellite properties individually listed on the National Register that are not located within a designated Historic District in Miles City. Regulations for enforcement will be drafted in accordance with the City’s growth policy;
- Became Montana Main Street program Affiliate Member, allowing the city access to additional funding and specialized technical assistance available through that program
- Educating the community on leveraging capital using Historic Preservation and New Market Tax Credit programs and the EPA’s Brownfields programs that are available to the City of Miles City.
- Significantly increased the budget and schedule of the Historic Preservation Department to manage the Revitalize Downtown and other related projects
- Obtained a Targeted Brownfields Assessment Grant for a downtown property owner, and will work with the owner to qualify for EPA Brownfields funding for environmental clean-up

There are currently three prior projects underway that represent the City's commitment to the Revitalize Downtown Project. Phase I of the Riverside Park renovations which included installing historic lighting fixtures along newly designed pathways is complete and Phase II is in the planning stage. In addition, the acquisition and restoration of the historic Northern Pacific Depot continues to move forward and the West End project is in the planning phase. The West End project will improve the Interstate exit route leading into the city at the western entrance into town with signage, lighting and landscaping, directing additional customer traffic to Main Street businesses. These projects will use a combination of state and federal funding along with private investment, and will contribute to the first impression formed by all visitors, will increase the appeal and functionality of the Urban Renewal District and incentivize investment in the area.

## PROPOSED DISTRICT ATTRIBUTES

The boundaries of the Tax Increment Finance District (TIFD) are designed to surround the City's main business corridor, the Historic Main Street District, with a mixture of properties that create a balance between the population demographic and income levels, commercial and residential use, vacant land suitable for new construction and properties viable for adaptive re-use, renovation and expansion. The boundaries were drawn based on condition of existing infrastructure balanced by the need for additional infrastructure, existing multimodal transportation routes, traffic flow patterns, building conditions and population demographics among other factors. Careful consideration was given to the opportunities for potential economic development within the boundaries, with the primary goal of creating an incubator that will create customer traffic sufficient to support a healthy downtown business district. It is important to note that a key factor driving boundary selection was to strike a balance between properties with the potential to create Increment Revenue through development, and properties that would benefit from expenditure of increment revenue. The potential of extending the benefit beyond the boundaries drove many of the decisions in boundary selection.

The TIF District includes the historic Washington Middle School and Custer County High School, which serve not only the population of the district, but the whole community. This provides the School Board with opportunities to access Tax Increment revenues throughout the life of the District for building and infrastructure projects. The district includes the fraternal orders that played a significant role in the early economic development of the city. These include the Elks Lodge, the Eagles Lodge and the Masonic Temple. The historic Custer County Courthouse is also located within the district, providing the county the opportunity to propose projects to preserve the beautiful landmark building. Of equal importance, as community partners and stakeholders in the Tax Increment District, increased property values from new development within the TIFD will ultimately accrue to both the County and School Districts at sunset of the District, supporting long term capital improvement planning capability for each. The District is also designed to include important parks and recreation facilities that serve the whole community. Riverside Park, the Oasis, Denton Connor Sports Complex serve young and old alike and are an important part of the City's social fabric.

The proposed Urban Renewal District (District) is approximately 143 acres in size, with a 2013 total taxable market value of \$46,061,000. Total acreage in Miles City is \_\_\_\_\_. The Urban Renewal District is approximately \_\_\_ % of the land area of the City of Miles City. Historically, the City expanded east from the banks of the Tongue River as far north as the Yellowstone River and included the primary transportation corridors of that period, the intersection of state highways 12 and 59, and the Northern Pacific and Milwaukee Railroads. The District's infrastructure was primarily designed during the period of 1878 and 1910 and shapes the character and ambiance of the City through its historic significance in building this country.

## **BOUNDARY DESCRIPTION**

**(To be updated with final boundary description)**

Legal Description of Miles City Downtown Urban Renewal District The area being considered for inclusion in the proposed urban renewal area is described as:

Beginning at the intersection of Tatro Street and 7<sup>th</sup> St, continuing east to the municipal limits, paralleling the city limits south and east to the intersection of Ullman St and Gordon St, continuing east to the intersection of Gordon St and Woodbury St, continuing South to the intersection of Woodbury St. and Washington St, continuing west on Washington St to the intersection of Washington St and 8<sup>th</sup> St, continuing south on 8<sup>th</sup> St to the intersection of 8<sup>th</sup> and Pleasant St, continuing east to the intersection of Pleasant St and N Center Ave, continuing South to the intersection of S Center Ave and S Montana Ave, continuing southwest to the intersection of S Montana Ave and Atlantic Ave, continuing southwest to the intersection of Atlantic and NueVu, continuing southeast on NueVu to the intersection of NueVu and Yellowstone, continuing southwest to the city limits and the Tongue River, continuing north to the western terminus of Pacific Ave and the city limits, continuing northeast to the intersection of Pacific Ave and S 3rd St, continuing North to the intersection of S 3rd and Riverside Dr, continuing north and east to the intersection of Main St and N 4<sup>th</sup>, continuing west to the intersection if main and N 3rd St, continuing north to the intersection of N 3rd and Pleasant St, Continuing west to the intersection of Pleasant and Dike Rd, following the municipal limits west, north, and east to the intersection of Wilderness Rd and Hubbell St, continuing east on Hubbell St. to the intersection of Hubbell St and 6th St, continuing north to the intersection of 6th and William ST, continuing east on William St to the intersection of William St and 7th St, continuing north to the intersection of 7th St and Tatro Street.

MAP





## **DETERMINTATION OF BLIGHT**

There is a statutory requirement that the municipality make a determination of blight prior to the creation of an urban renewal district. The area in the district contains a great deal of blight. Within the district there is substantial structural deterioration, long-term land vacancy, and significant infrastructure needs. Several of the commercial buildings in the district are vacant or deteriorated and are in need of demolition. Many of the sidewalks are cracked or nonexistent, alleys are deteriorated, and, in general, much of the area is below city standards. Montana Code 7-15-4206(2) provides statutory guidance to determine the eligibility of an area of a city to be deemed as blighted. Specifically MCA 715-4206(a)(i)(j)(n) are all items that relate to the condition of the proposed Miles City Downtown Urban Renewal District. The continued lack of investment requires that action be taken by both public and private parties. Portions of the district fall into the blighted, neglected and under-utilized categories. The Miles City Council declared its intention to create a Miles City Downtown Urban Renewal District and have adopted Resolution No. 3705 approved July 8<sup>th</sup>, 2014 that determines that blight exists in the district.

## **HOUSING**

Housing in Miles City has always been seen as challenging. The stable population base with small increments of growth over the last few decades have led to a situation where there is no elasticity in the market to absorb the demand for housing. The shortage of available housing is present at all income levels, not just the low to moderate income levels. The recent development and unqualified success of large amounts of rental housing have proven that a need exists that is not being met with the current housing stock. The use of the available resources from this plan and the other efforts to attract and incentivize new housing in the district is an important component of the Urban Renewal Plan.

The adjacency to amenities and services is seen as the next best thing in residential development. This national and state trend to provide housing that meets the needs of all demographics is an opportunity to capitalize on the unique nature of the downtown area. The

Urban Renewal District is in a perfect position to take advantage of this trend. The higher density residential development adjacent to the downtown as well as the opportunity to redevelop the historic structures in the downtown core are an excellent opportunity. The benefit would be twofold: the property would be redeveloped and generate income, and a critical housing need would be met.

### **PUBLIC INFRASTRUCTURE AND FACILITIES**

In numerous discussions with stakeholders and city officials, it is determined that the public infrastructure of the district is in need of repair and upgrade. This infrastructure includes streets, alleys, curb and gutter, sidewalks, public and private utilities, storm sewers, street lighting, traffic signals and other traffic capacity upgrades. In addition, the district includes Custer County High School, Washington School and the Custer County Courthouse. Tax increment dollars can be utilized to make improvements to public buildings. It is important to recognize and involve the locally affected taxing jurisdictions and partner with them through the Urban Renewal Planning process to promote collaboration and cooperation.

The development of public infrastructure is seen as an important element of the plan not only because of the eligibility for TIF funds but also for the benefits to the public. The thought is that public investment can attract further private investment that will in turn provide increased property tax revenues and in turn more funds in the TIF district to continue the cycle.

### **INFILL DEVELOPMENT**

An important consideration is the concept of infill development. Infill can be defined as the development or redevelopment of properties in an area that take advantage of currently existing infrastructure. Things such as streets and utility connections are expensive improvements to make and are not getting any less expensive. The availability and adjacency of existing infrastructure is an important attribute to capitalize on. This availability is an advantage to a potential project but is often seen as an impediment to many project stakeholders. By partnering with potential projects in the district the city can take advantage of the infrastructure that it already has as opposed to requiring significant new investment or worse

yet not having the budget to maintain new infrastructure. Examples of infill projects can include the development of single family and two family homes on currently vacant residential areas of the district, the development of as higher density residential uses, and the redevelopment of currently existing structures that have potential for redevelopment. In some cases it may be more economical to demolish structures that are beyond saving.

#### **CONFORMANCE TO THE GROWTH POLICY**

Montana Code Annotated 7-15-4213 requires that any urban renewal plan is found by the local Planning Board to be in conformance with the currently adopted Growth Policy. The City of Miles City Planning Board has found that this Urban Renewal Plan is in conformance with the 2006 Growth Policy. To illustrate this point, there is a specific recommendation on page 33 of the 2006 Growth Policy that states “Create a tax-increment district encompassing the Main Street Historic District”

#### **CURRENT ZONING**

The current zoning of the proposed district is consistent with the objective of redeveloping the district. In addition to the recently adopted Historic Mixed Use Zoning category, the district is composed of a mix of commercial and residential zoning districts. There is a significant movement to remove any actual regulatory impediment to the redevelopment of properties with redevelopment uses in mind. Prior to this change it was not allowable for different uses such as commercial and residential to exist in the same structure. The zoning of the district is consistent with the Growth Policy as per Montana Code Annotated 7-15-4213.

#### **TAX INCREMENT FINANCING**

Montana Code Annotated 7-15-4282-4294 authorizes the utilization of Tax Increment Financing in an Urban Renewal District. The City of Miles City intends to utilize Tax Increment Financing in the Miles City Urban Renewal District. The base year for the calculation of incremental values generated is to be 2014 and base values are to be calculated as of January 1, 2014.

Tax Increment revenues generated

Montana Code Annotated specifies what TIF revenues may be used for. It is important to note that the Committee will make recommendations as to the utilization of the funds the City of Miles City Council is ultimately responsible for these funds. No funds may be spent without their approval. To clarify further, the citation is reproduced below.

**7-15-4288. Costs that may be paid by tax increment financing.** The tax increments may be used by the local government to pay the following costs of or incurred in connection with an urban renewal area or targeted economic development district as identified in the urban renewal plan or targeted economic development district comprehensive development plan:

- (1) land acquisition;
- (2) demolition and removal of structures;
- (3) relocation of occupants;
- (4) the acquisition, construction, and improvement of public improvements or infrastructure, including streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and offstreet parking facilities, sewers, sewer lines, sewage treatment facilities, storm sewers, waterlines, waterways, water treatment facilities, natural gas lines, electrical lines, telecommunications lines, rail lines, rail spurs, bridges, publicly owned buildings, and any public improvements authorized by Title 7, chapter 12, parts 41 through 45; Title 7, chapter 13, parts 42 and 43; and Title 7, chapter 14, part 47, and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred;
- (5) costs incurred in connection with the redevelopment activities allowed under 7-15-4233;
- (6) acquisition of infrastructure-deficient areas or portions of areas;
- (7) administrative costs associated with the management of the urban renewal area or targeted economic development district;
- (8) assemblage of land for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the local government itself

at its fair value;

(9) the compilation and analysis of pertinent information required to adequately determine the needs of the urban renewal area or targeted economic development district;

(10) the connection of the urban renewal area or targeted economic development district to existing infrastructure outside the area or district;

(11) the provision of direct assistance to secondary value-adding industries to assist in meeting their infrastructure and land needs within the area or district; and

(12) the acquisition, construction, or improvement of facilities or equipment for reducing, preventing, abating, or eliminating pollution.

## **GOALS AND OBJECTIVES**

### **GOAL One: Create Vibrant Historic Downtown Business District**

#### **Objectives:**

- Provide access to capital through small business lending programs, grants and grant writing services, create funding for locally driven economic development
- Assist potential business and property owners in leveraging existing capital through programs such as Historic Preservation Tax Credits, New Market Tax Credits, HUD and EPA Brownfields dollars, Community Development Block Grant programs, Montana Board of Investment Loans, Montana Department of Transportation planning and construction dollars, and Montana Board of Investment Infrastructure loans, and others.
- Develop and promote programs that provide technical assistance to potential investors in the Urban Renewal District
- Create funding for locally driven economic development utilizing Tax Increment Finance Revenue, and Revolving Loan Fund grants
- Leverage public funds with other resources. Utilizing the resources available to capture other money is a critical item. Money follows plans
- Perform a market analysis of the district to determine the most appropriate marketing plan and

strategies

- Develop Business Recruitment and Retention Plan in coordination with local economic development entities Prioritize the recruitment of business entities planning on long term investment in alignment with community needs and values.
- Capitalize and promote the regional nature of the economy as a place for goods and services for a large part of the eastern Montana economy
- Pursue programs that increase the number of well-paying jobs and raise the standard of living for all citizens
- Promote a vibrant local business climate that will encourage expansion of existing businesses and attract new ventures
- Work with local businesses, Chamber of Commerce, and other area service groups to promote local recreational cultural resources in support of making the area a tourist/recreational destination
- Link renovation and adaptive reuse of historic structures and existing buildings with economic development and housing development

### **Goal Two: Attract and Retain Work Force**

Create an environment that provides all demographics the opportunity to thrive in the local economy and preserves the small town charm of Miles City. It has been said that the greatest export from Miles City is its youth.

#### **Objectives:**

- Create a sense of place that allows for all demographics to thrive in the local economy
- Develop strategies and provide business opportunities that will encourage Miles City's educated youth and young professionals to return home to raise their families and start their businesses.
- Develop strategies and provide opportunities for vocational trades to grow and expand within the local economy.
- Stem the tide of this demographic that have traditionally left and have not returned.
- Support, and coordinate with, the efforts of the local educational community, business leaders,

governmental officials and economic development entities to ensure our local educational resources are focused on meeting communities employment training needs

### **Goal Three: Historic Resources**

Recognize the importance of preserving our historic resources for the future economic health of the community as a whole.

#### **Objectives:**

- Continue to Promote historic preservation as a key element in developing the tourism segment of Miles City economy
- Maintain and enhance existing tourist attractions and develop new venues that encourage tourists to visit and extend their stay
- Continue to promote and support cultural events and arts programming
- Develop Design Guidelines and/or Standards in the Historic Main Street District and other areas of the downtown core to preserve the architectural character of the area
- Work to create a regulatory framework that will protect our historic resources and community fabric as redevelopment occurs, such as demolition and bonding ordinances to ensure completion of business construction, and local historic overlay districts, ADA accessibility, infill construction and renovations to existing historic structures.
- Remove perceived or actual barriers to redevelopment via a case study review of recent development and how it occurred and what part of those processes can be improved.

### **Goal Four: Housing for all income levels**

#### **Objectives:**

- Preserve and rehabilitate the existing supply of affordable housing
- Pursue programs that assist with first time homeownership and private property improvements
- Create more affordable housing and work towards new and replacement housing
- Encourage more live-work environments.
- Encourage and incentivize a diverse housing stock with enough supply to meet current demand

- Recognize the market demand for affordable downtown apartments, and condominium units as in town residence for farmers and ranchers and retirees looking for housing alternatives that better suit their needs and lifestyles

### **Goal Five: Infrastructure**

Enhance Safety and Visual Appeal of Community to improve the image of the community, instill a sense of community pride and improve the quality of life for residents

#### **Objectives:**

- City streets and alleys maintained at safe standards, pursue funding and partnerships with other agencies and groups to make needed infrastructure improvements to make the downtown environment “business friendly”
- Test and evaluate existing water, sewer, gas and other utility services and make needed improvements, replace as needed
- Strengthen and improve infrastructure and services with pedestrian amenities such as public restrooms, ADA accessibility.
- Continue to improve and expand the city’s park network
- Well-maintained network of safe and interconnected ADA compliant sidewalks
- Create cleaner and more inviting entrances to the district through signage and design elements
- Enhance community aesthetics that ultimately make the community more attractive to new businesses
- Provide for greater enforcement of regulatory language currently in force
- Investigate the Business Improvement District process to provide for a funding mechanism for the maintenance of public spaces

### **Goal Six: Transportation**

Provide a safe and secure transportation network to include adequate parking

#### **Objectives:**

- Utilize available resources to leverage all funding sources to improve the pedestrian



connectivity of the downtown and the surrounding residential development. Capitalizing on the adjacent residential properties as customers for the downtown area is a natural fit

- Provide a safe and secure intermodal transportation network to include bicycles, wheelchair access, automobile, and truck traffic to prove each their own place in the same network to ensure safety
- Conduct a parking study to determine that adequacy of the current parking facilities and if and how it can be improved.

## **PUBLIC INVOLVMENT**

This Urban Renewal Plan is to be viewed as a living document that can respond to new opportunities and changing economic, social and demographic conditions within the community. The City will continue the ongoing planning necessary to incorporate and accommodate new information and conditions as they arise.

It is the City's hope and intent that active public involvement will assist in determining priorities, and generate projects that will enhance the community as it evolves to encompass change.

## **ADMINISTRATION**

The Downtown Miles City Urban Renewal District will be administered by the City of Miles City Historic Preservation Office. A steering committee consisting of downtown property owners, representatives of local finance institutions, and city officials will be charged with developing administrative and fiscal policy and direction during the initial creation phase. Following adoption of the plan, this committee will transition into a term appointed Board responsible for advising the City Council as to the expenditure of TIF dollars generated in the district. The HPO will provide staff support to the steering committee and will facilitate the implementation of the Urban Renewal Plan. This is a key component of any successful Urban Renewal District.

## **ANNUAL BUDGET**

The Miles City Urban Renewal District Steering Committee shall prepare an annual program budget that accurately reflects anticipated revenues and operating expenditures, allocating budget for

projects aligned with goals of the Plan. The Budget shall be managed in accordance with sound fiscal management policy developed by the Steering Committee, in accordance with City Policies and municipal fund management principles and subject to audit as required. Program and budget may be amended during the course of the fiscal year, to meet changing opportunities, subject to review and approval by the City Council of the City of Miles City.

**APPENDICES: *(TO BE INCLUDED)***

**Project Priorities Matrix**

**PROJECT PRIORITIES MATRIX**

**LIST OF OWNERS**

**STATE STATUTES**

**LIST OF PARTICIPANTS**

**OTHER POLICY AND PLANNING DOCUMENTS**

RESOLUTION NO. 3743

RESOLUTION RELATING TO FINANCING OF CERTAIN  
PROPOSED PROJECTS; ESTABLISHING COMPLIANCE  
WITH REIMBURSEMENT BOND REGULATIONS UNDER  
THE INTERNAL REVENUE CODE

BE IT RESOLVED by the City Council of the City of Miles City, Montana (the "City"), as follows:

Section 1. Recitals.

1.01 The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

1.02 The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

2.01 The City proposes to undertake certain projects, which projects and the estimated costs thereof are generally described on Exhibit A hereto, which is hereby incorporated herein and made a part hereof (the "Projects").

2.02 Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Projects have heretofore been paid by the City and no expenditures will be paid by the City until after the date of this Resolution.

2.03 The City reasonably expects to reimburse some or all of the expenditures made for costs of the Projects out of the proceeds of debt in an estimated maximum aggregate principal amount of \$6,276,000 (the "Bonds") after the date of payment of all or a portion of the costs of the Projects. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the

Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

Section 3. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Projects, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

Section 4. Reimbursement Allocations. The City Clerk shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Projects and shall specifically identify the actual original expenditure being reimbursed.

Adopted this 23rd day of September, 2014.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Miles City, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED PROJECTS; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on September 23, 2014, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: \_\_\_\_\_;  
\_\_\_\_\_;  
voted against the same: \_\_\_\_\_;  
abstained from voting thereon: \_\_\_\_\_;  
or were absent: \_\_\_\_\_.

WITNESS my hand officially this \_\_\_\_\_ day of September, 2014.

\_\_\_\_\_  
City Clerk

# RESOLUTION NO. 3744

## A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE U.S. DEPARTMENT OF VETERANS AFFAIRS FOR RSVP OFFICES

*WHEREAS*, the City of Miles City has accepted sponsorship of the operation of the Retired and Senior Volunteer Program (RSVP) for FY2014-2015, and anticipates sponsoring RSVP for the foreseeable future;

*AND WHEREAS*, the RSVP program wishes to enter into a lease with the U.S. Department of Veterans Affairs for the continued use of the RSVP program offices;

*AND WHEREAS*, the lease agreement presented by the Department of Veterans Affairs is for a term of 36 months, from October 1, 2014 to September 30, 2017, which is satisfactory and agreeable to the City Council;

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

It does hereby authorize and approve the terms of the proposed Lease between the City and the Department of Veterans Affairs, Lease No. V436OL-15-13MC, attached hereto as Exhibit "A," and hereby authorizes the Mayor of the City of Miles City to execute such lease 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, AT A DULY CALLED MEETING THIS 23<sup>rd</sup> DAY OF SEPTEMBER, 2014.**

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

ATTEST:

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



# VA Montana Health Care System

Medical Center  
Fort Harrison  
(406) 442-6410

VA Community Based  
Outpatient Clinics (CBOC)  
can be found in the  
following cities:

Anaconda CBOC  
(406) 563-6090

Billings CBOC  
(406) 373-3500

Bozeman CBOC  
(406) 582-5300

Cut Bank CBOC  
(406) 873-9047

Glasgow CBOC  
(406) 228-4101

Glendive CBOC  
(406) 377-4755

Great Falls CBOC  
1-877-468-8387

Hamilton Primary Care  
Telehealth Outreach Clinic  
(406) 363-3352

Hayre Outreach Clinic  
(406) 265-4304

Kalispell CBOC  
(406) 758-2700

Lewistown CBOC  
(406) 535-4790

Miles City Primary Care  
Clinic and Community  
Living Center  
(406) 874-5600

Missoula CBOC  
(406) 829-5400

Plentywood Primary Care  
Telehealth Outreach Clinic  
(406) 765-3718

Additional information can  
be found at  
[www.montana.va.gov](http://www.montana.va.gov)

Miles City Retired Senior Volunteer Program  
210 South Winchester Ave  
Miles City, MT 59301

3 September 2014

Sir or Ma'am

VA Montana Health Care System would like to extend an offer to your organization to renew the lease agreement for space at 210 South Winchester Ave, Miles City. Included in this packet is the lease agreement. Please review this agreement and if your organization agrees, please have your authorized representative sign the Lessee section with a witness as well. Please return a copy of the signed lease agreement in the addressed prepaid envelope.

You may or may not have significant changes to your lease. If there are any changes, they are highlighted in yellow. Please be advised that we are changing to three year terms. This allows VA to reduce the amount of time processing lease agreements. The Claus still applies that tenants have the right to terminate a lease at their convenience with proper notification. Also please be advised that lease rates may be increased. The reason for the increase is Utility Management and Fair Market Value. VA is currently working with GSA to determine fair market value for leased space in Miles City; we were advised that it's well above \$10 per square foot when utilities are included in the lease. We do not want to create a financial shock to our tenants so we are not increasing your rate to our adjusted market value all at once. We will accomplish this through small increments for each lease term. If your organization makes a determination that it is not your intention to continue leasing space from the VA; please provide my office a written notice of your intentions to vacate the facility. Once we receive your notice you will have 60 days from your requested termination date to vacate the facility at your current rate.

If you have any questions or concerns please contact Ken Estabrook at 406-447-7371.

Kenneth Estabrook  
Facility Manager  
VA Montana Health Care System



**Department of Veterans Affairs**

**LEASE**

**LEASE NO. V436OL-15-13MC**

1. THIS LEASE for property located at DEPARTMENT OF VETERANS AFFAIRS VA MONTANA HEALTHCARE SYSTEM, Miles City CBOC and CLC, 210 S. Winchester Avenue, Miles City, MT is made and entered into this 1st day of October, 2014, by and between the CITY OF MILES CITY (RSVP) whose address is ATTN: Mayor City of Miles City, P.O. Box 910, MILES CITY, MT 59301, for its heirs, executors, administrators, successors, and assigns, hereinafter referred to as the Lessee.

2. WITNESSETH: The parties hereto for the consideration hereinafter mentioned do covenant and agree as follows:

a. The Government hereby leases to the Lessee the following described premises, hereinafter referred to as the Leased Premises:

Room 412 (154 usable square feet), Room 413 (115 usable square feet), and Room 414 (151 usable square feet) located in Building 1 of the Miles City VA complex located at 210 S. Winchester Avenue, Miles City, MT 59301

To be used exclusively for the following purpose(s):

Administrative and operating space for Retired Senior Volunteer Program

b. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of 36 months, beginning October 1, 2014 and ending September 31, 2017.

3. That the Lessee shall pay to the government rental in the amount of \$350.00 per month (\$10.00 per square foot) payable in advance OR other consideration as provided for by section 8122, title 38, United States Code, and the Lessee shall pay to the Government on demand any sum which may have to be expended after the expiration or termination of this lease to restore the premises to the condition required by Clause No. 20, hereof. Any monetary compensation shall be made payable to the Treasurer of the United States and forwarded by the Lessee directly to the Agent Cashier (04), VA Medical Center, 3687 Veterans Drive, Fort Harrison, MT 59636.

4. That all notices to be given pursuant to this lease shall be addressed, if to the Lessee to:

Mayor, City of Miles City  
P.O. Box 910  
Miles City, MT 59301

if to the Government to the Facility Director:



Medical Center Director (00)  
VA Montana Healthcare System  
3687 Veterans Drive  
Fort Harrison, MT 59636

or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, addressed as aforesaid and deposited, postage prepaid, in a public mail box maintained by the U.S. Postal Service.

5. That the use and occupancy of the leased property shall be subject to the general supervision and approval of the VA Medical Center Director (00), VA Montana Healthcare System, 3687 Veterans Drive, Fort Harrison, MT 59636, and to such rules and regulations as may be prescribed by the Director from time to time.
6. That the Lessee has inspected and knows the condition of the leased property, and it is understood that the same is hereby leased without any representation or warranty by the Government whatsoever and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.
7. That no alterations shall be made or improvements installed in the demised premises by the Lessee without the prior written consent of the Government
8. That the Lessee shall comply with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business, and all other matters.
9. That the right is hereby reserved to the Government, its officers, agents, and employees to enter upon said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government and the Lessee shall have no claim of any character on account thereof against the Government or any officer, agent, or employee thereof.
10. That the Lessee shall pay the cost, as determined by the VA Medical Center Director, of producing and/or supplying any utilities (the utilities listed in paragraph 27(a) of this Lease are excepted, as the monthly lease payment includes the paragraph 27(a) utilities at no extra charge) and other services furnished by the Government. The Government shall be under no obligation to furnish utilities or services other than those listed in paragraph 27(a) of this Lease. Payment shall be made in the method prescribed by the VA Medical Center Director upon bills rendered monthly.
11. That the Lessee shall neither transfer nor assign this Lease or any property on the demised premises, nor sublet the demised premises or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this Lease without prior permission in writing from the Government.
12. That this lease may be terminated by either party upon thirty (30) days notice computed from the date of mailing, in accordance with Clause No. 4.
13. That in the event the Government terminates this lease or in any other manner materially reduces or increases the area covered thereby prior to the date of expiration thereof, an equitable adjustment in the rental paid or thereafter to be paid under this lease shall be made.

14. That if the said premises are totally destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial damage or destruction, so as to render the premises untenable, Lessee may terminate this lease in its entirety by serving written notice upon the Government within thirty (30) days or in part, by supplemental agreement hereto if approved by the Government, in accordance with Clause No. 4.

15. That for such period as the Lessee is in possession of the leased premises pursuant to the provisions and conditions of this lease, in the event that the Lessee is the sole or primary occupant of the leased premises the Lessee shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the leased property to the full insurable value thereof. In the event the Lessee only occupies a portion of the structure where other tenants exist and/or where VA conducts other non-related functions, the Lessee is only required to furnish fire legal liability insurance. The Lessee shall procure such insurance from any responsible company of companies, and furnish either the original policy or policies or certificates of insurance to the Government. The policy or policies evidencing such insurance shall provide that in the event of loss thereunder the proceeds of the policy or policies, at the election of the Government, shall be payable to the Lessee to be used solely for the repair, restoration, or replacement of the property damaged or destroyed, any balance of the proceeds not required for the repair, restoration, or replacement of the property damaged or destroyed to be paid to the Government. Nothing herein shall be construed as an obligation upon the Government to repair, restore, or replace the Leased Premises, or any part thereof.

16. That the lessee shall obtain and keep in force and effect public liability insurance coverage in the minimum amounts of \$500,000.00 to protect the Government from third party property damage and bodily injury claims arising out of use of the property by the lessee. Evidence of such insurance coverage shall be furnished to the Government upon request.

17. That the Government shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the Lessee, or for injuries to the person of the Lessee (if an individual), or for damages to the property or injuries to the person of the Lessee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from governmental activities, and the Lessee shall indemnify and hold the Government harmless from any and all such claims.

18. That any property of the Government damaged or destroyed by the Lessee incident to the Lessee's use and occupation of the said property shall be promptly repaired or replaced by the Lessee to the satisfaction of the VA Medical Center Director, or in lieu of such repair or replacement the Lessee shall, if so required by the VA Medical Center Director, pay to the Government . money in an amount sufficient to compensate for the loss sustained by the Government by reason of damages to or destruction of Government property.

19. That the Lessee shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or similar substances from the ground, except in the exercise of mineral rights heretofore reserved to the record owner thereof, commit no waste of any kind, or in any manner substantially change the contour or condition of the property hereby leased, except changes required in carrying out soil and water conservation measures.

20. That, on or before the date of expiration of this lease, or its termination by the Lessee, or its revocation by the Government, the Lessee shall vacate the demised premises, remove the

personal property of the Lessee therefrom and at the option of the Government, remove the fixtures therefrom, and restore the premises to as good order and condition as that existing upon the date of commencement of the term of this lease, damages beyond the control of the Lessee and due to fair wear and tear excepted.

21. That no Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

22. That the Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

23. If this lease has been negotiated without advertising the Lessee agrees that the Comptroller General of the United States, the Secretary of Veterans Affairs, or any of their duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessee involving transactions related to this lease. The Lessee further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States, the Secretary of Veterans Affairs, or their representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

24. That the Lessee shall pay to the proper authority, when as the same becomes due and payable, all taxes, assessments, and similar charges, which at any time during the term of this lease, may be taxed, assessed or imposed upon the Government or upon the Lessee with respect to or upon the leased premises. In the event any taxes, assessments, or similar charges are imposed with the consent of the Congress upon property owned by the Government and included in this lease (as opposed to the leasehold interest of the Lessee therein), this lease shall be renegotiated so as to accomplish an equitable reduction in the rental provided above, which shall not be greater than the difference between the amount of such taxes, assessments, or similar charges and the amount of any taxes, assessments or similar charges which were imposed upon such Lessee with respect to his leasehold interest in the premises prior to the granting of such consent by the Congress; provided that in the event that the parties thereto are unable to agree within 90 days from the date of the imposition of such taxes, assessments, or similar charges, on a rental which in the opinion of the said officer, constitutes a reasonable return to the Government on the leased premises, then in such event, the said officer shall have the right to determine the amount of the rental, which determination shall be binding on the Lessee subject to appeal in accordance with Clause No. 25 of this lease.

25. Contract Disputes Clause: This lease shall be subject to the provisions of Federal Acquisition Regulation Section 52-233-1, Disputes, which is attached hereto and made a part hereof as Addendum I.

26. Any activity, program, or use made of the property by the Lessee will be in compliance with the provisions of Federal Acquisition Regulation Section 52.222-26, Equal Opportunity, which is attached hereto and made a part hereof.

27. That this lease is further subject to the following provisions and conditions.

- a. VA will provide electricity, water, heat, sewage, engineering services (power, ventilation, exhaust, and plumbing), emergency first response police services provided by the Miles City Police Department and trash removal from a central point and appurtenances. Fire protection services are provided by Miles City Fire Department.
- b. Lessee will provide custodial services for space occupied by Lessee.
- c. Lessee will have key access for the space; VA will have access to the space at all times and reserves the right to inspect space as necessary in order to provide all other labor, materials, and equipment to maintain the integrity and safety of the space subject to the following consideration:

All non-attached equipment or supplies necessary to sustain and/or enhance Lessee operation shall be the sole responsibility of the Lessee for acquisition and maintenance. Equipment and other assets acquired by Lessee are wholly owned by Lessee and VA shall make no claims of ownership on such assets. Any assets provided by the VA shall remain the property of the VA. Lessee shall maintain any assets provided by the VA.

- d. Lessee shall provide telephone lines to include telephone service, equipment, maintenance, adds, moves, and changes. Lessee shall be responsible for payment of phone utilities. Existing telecommunication infrastructure may be used with the express permission of the VA.
- e. Lessee shall not display any signage on anyplace exterior to Building 1, including any and all of the VA Medical Center Grounds without prior approval of the Medical Center Director.
- f. Parking for Lessee employees and visitors is restricted to the parking spaces around Building 1 on a first come first served basis. The Medical Center Director has unilateral authority to further restrict Lessee parking upon notice in writing.
- g. PAYMENT: Payment of sums due the VA for rent will be paid monthly, in advance. Payment will be made payable to Department of Veterans Affairs. For your convenience, all rental payments under this lease may be sent to:

VA Montana Healthcare System  
Agent Cashier (04)  
210 S. Winchester Ave.  
Miles City, MT 59301

All other payments shall be forwarded to the Agent Cashier pursuant to the provisions herein. Any payment not received by VA within 30 days may result in cancellation of services, at the discretion of the Medical Center Director.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

LESSEE:

By

By

  
\_\_\_\_\_  
John L. Ginnity  
Acting Medical Center Director  
VA Montana Healthcare System

\_\_\_\_\_  
Mayor  
City of Miles City

\_\_\_\_\_  
Witness

(If Lessee is a corporation, the following certificate shall be executed by the secretary or assistant secretary).

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_

Secretary of the Corporation named as Lessee in the attached lease; that who signed said lease on behalf of the Lessee, was then of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

(CORPORATE SEAL)

## ADDENDUM I

### CONTRACT DISPUTES CLAUSE

#### FEDERAL ACQUISITION REGULATION PART 52.233-1 DISPUTES (JULY 2002)

As prescribed in 33.215, insert the following clause: **DISPUTES (7/02)** (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause. (c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time. (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer. (2)(i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000. (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim. (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects that contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor." (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim. (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims of over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made. (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act. (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer. (h) The government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claim shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. (End of clause) *Alternate 1* (Dec 1991). As

prescribed in 33.215, substitute the following paragraph (i) for paragraph (i) of the basic clause:  
(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer. [FAC 84-23, 51 FR 36972, 10/16/86, effective 9/30/86; Interim rule, FAC 90-10, 56 FR 67417, 12/30/91, effective 12/30/91; FAC 90-20, 59 FR 11368, 3/10/94, effective 3/10/94, finalized without change, FAC 90-39, 61 FR 31612, 6/20/96, effective 6/20/96; FAC 90-32, 60 FR 48206, 9/18/95, effective 10/1/95; FAC 97-9, 63 FR 58587, 10/30/98, effective 12/29/98; FAC 2001-08, 67FR 43513, 6/27/2002, effective 7/29/2002]

## **Addendum II**

### **52.222-26 -- Equal Opportunity.**

#### **Equal Opportunity (Mar 2007)**

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)

(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared



ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of Clause)

RSVP request for 4<sup>th</sup> floor space

ROOMS ON 4<sup>th</sup> FLOOR:

412 = 154 sq ft

413 = 115 sq ft

414 = 151 sq ft \_\_\_\_\_ south side of the 4<sup>th</sup> floor 456 square footage

# RESOLUTION NO. 3745

## A RESOLUTION REVISING CITY OF MILES CITY PERSONNEL POLICIES REGARDING EMPLOYMENT ANTI-DISCRIMINATION PRACTICES, AND RECRUITING AND HIRING

*WHEREAS*, the City of Miles City has established certain personnel policies for officers and employees of the City of Miles City, which are set forth in the City of Miles City Personnel Manual;

*AND WHEREAS*, such policies include a policy section entitled “Section 1 Recruiting and Hiring” at pages 1.1.1 through 1.17.1 of the Personnel Manual;

*AND WHEREAS*, the City Council finds that the replacement of such policy section with an updated and revised policy which has been recommended by the Human Resources Committee should be adopted;

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

1. That the policies titled “Section 1: Employment Anti-Discrimination Practices,” “Section 2-A: Recruiting and Hiring,” and “Section 2-B: Recruiting and Hiring Forms,” attached hereto as Exhibit “A” and made a part hereof, consisting of forty-two (42) numbered pages, one index page, and three cover pages, are hereby adopted by the Council, and shall be placed in the City of Miles City Personnel Policy Manual.

2. Existing pages 1.1.1 through 1.17.1 of “Section 1 Recruiting and Hiring” of the Personnel Manual are hereby repealed.

3. Such changes to the policy shall become effective immediately upon the passage of this resolution.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 23<sup>rd</sup> DAY OF SEPTEMBER, 2014.**

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C.A. Grenz, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

2745

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## **SECTION 1**

# **Employment Anti-Discrimination Practices**



City of Miles City



# CITY OF MILES CITY PERSONNEL POLICY

Effective  
Date:

Last Revised:

## Employment Anti-Discrimination Practices

Resolution #

- **This policy supersedes all previous policies and/or handbooks published by the City of Miles City. Negotiated labor contracts that conflict with this policy will take precedence to the applicable extent.**

### PURPOSE

The City of Miles City believes that equal opportunity in employment is a moral and legal obligation. The City of Miles City is committed to providing equal opportunity for women, minorities, veterans, and person with disabilities in employment. The City of Miles City is further committed to upholding the multiple federal and state laws that prohibit discrimination on the basis of race, sex, age, religion, national origin, marital status, color, creed, disability (physical and mental), political beliefs, and veteran status.

### POLICY

It is the policy of the City of Miles City to recruit and select persons for appointment and employment, and to train, advance, promote, and transfer such persons on the basis of individual capability, potential, or contribution to the programs and goals of the City.

The City of Miles City respects, supports, and observes the laws, directives and regulations of the state and federal government that prohibit discrimination. The effect of these laws is to remove the barriers that prevent qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities. Therefore, no department may discriminate against a qualified individual with a disability on the basis of the disability in any aspect of the employment relationship, including:

- ✓ Recruitment, advertising, and job application procedures;
- ✓ Hiring, upgrading, promotion, award of tenure, demotion, transfer, reassignment,

- layoff, termination, right of return from layoff, and rehiring;
- ✓ Rates of pay or any other form of compensation and changes in compensation;
- ✓ Job assignment, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- ✓ Leaves of absence, sick leave or any other leave;
- ✓ Fringe benefits available by virtue of employment, whether or not administered by the covered entity;
- ✓ Selection and financial support for training, including: apprenticeships, professional meetings, conferences and other related activities, and selection for leaves of absence to pursue training;
- ✓ Activities sponsored by a covered entity including social and recreational programs; and,
- ✓ Any other term, condition, or privilege of employment.

### **AMERICANS WITH DISABILITES ACT (ADA):**

The City of Miles City is required to make a reasonable accommodation to known physical or mental limitations of an otherwise qualified individual unless to do so would impose an undue hardship on the employer. The ADA defines a qualified individual with a disability as an individual with a disability who satisfies the requisite skill, experience, education and other job related requirements of the position and who, with or without a reasonable accommodation, can perform the essential functions of the position.

A disability is a physical or mental impairment that substantially limits one or more major life activities. The term also applies to someone with a record of impairment or who is perceived or regarded as having a disability.

Essential functions mean the fundamental job duties of the position that are required to be performed by the employee either with or without an accommodation. A job function may be considered essential for several reasons including:

- ✓ The reason the position exists is to perform the function;
- ✓ There are limited number of employees available among whom the performance of that job function can be distributed; and/or
- ✓ The function may be highly specialized so that the incumbent in the position is hired for his or her expertise or ability to perform the particular function.

Whether a function is essential is a factual determination that must be made on a case-by-case basis. Evidence of whether a particular function is essential includes, but is not limited to:

- ✓ The employer's judgment as to which functions are essential;
- ✓ Written job descriptions prepared before advertising or interviewing applicants for the job;



- ✓ The amount of time spent on the job performing the function;
- ✓ The consequences of not requiring the incumbent to perform the function;
- ✓ The terms of a collective bargaining agreement;
- ✓ The work experience of past incumbents in the job; and/or
- ✓ The current work experience of incumbents in similar jobs.

It is critical to know which of the duties of a job are essential functions, because it may determine whether a person is qualified under ADA. A person must be able to perform the essential functions of the job either with or without a reasonable accommodation.

An accommodation is any change in the work environment or in the way things are customarily done that enables an individual with a disability to enjoy equal employment opportunities. There are three categories of reasonable accommodation:

1. Accommodations that are required to ensure equal opportunity in the application process;
2. Accommodations that enable employees with disabilities to perform the essential functions of the position held or desired; and,
3. Accommodations that enable employees with disabilities to enjoy benefits and privileges of employment as are enjoyed by employees without disabilities.

An employer is not required to provide an accommodation that will impose an undue hardship on the operation of the employer's business. An undue hardship refers to any accommodation that would be unduly costly, extensive, substantial, or be disruptive. The Human Resources Officer should be contacted for information regarding undue hardship concerns.

The factors that are considered in determining whether an accommodation would impose an undue hardship include:

- ✓ The nature and net cost of the accommodation, taking into consideration the availability of tax credits and deductions, and/or outside funding;
- ✓ The overall financial Resources of the City, the number of persons employed at such facility, and the effect of expenses and Resources;
- ✓ The overall financial Resources of the employer, the overall size of the business with respect to the number of its employees, and the number, type and location of its facilities;
- ✓ The type of operation of the business, including the composition, structure and functions of the workforce, and the geographic separateness and administrative or fiscal relationship of the facility or facilities in question to the covered entity;
- ✓ The impact of the accommodation upon the operation of the facility including the impact on the ability of other employees to perform their duties and the impact on the facility's ability to conduct business.

Applicants, employees and members of the public may file a grievance or complaint

based on the application or interpretation of laws, written rules, personnel policies and procedures which adversely affects them, unless specifically prohibited from doing so by statute or rule. Nothing in the City's rules precludes an applicant, employee, or member of the public who is alleging unlawful discrimination from concurrently exercising any statutorily protected right to file a timely complaint with a civil rights enforcement agency.

## **CLOSING**

The City of Miles City will continue to monitor both State and Federal laws and will inform employees of any policy changes. The City reserves the right to change its policy or to make appropriate revisions, additions, or corrections as needed.

## **EQUAL EMPLOYMENT OPPORTUNITY:**

### **PURPOSE**

It is the objective of this policy to establish minimum standards for the implementation of Equal Employment Opportunity/Affirmative Action programs for all City departments, in compliance with relevant State and Federal law or regulation and executive order.

### **POLICY**

It is the policy of the City of Miles City that:

- ✓ Equal Employment Opportunity is a goal of City government;
- ✓ Discriminatory barriers to employment or services in City government based on race, color, religion, creed, sex, national origin, age, physical or mental disability, marital status, or political belief must be eliminated, in accordance with relevant State and Federal laws; and
- ✓ An effective City Equal Employment Opportunity program must be implemented and maintained.
- ✓ Compliance with 49-3-201MCA will be accomplished by:
  - Promulgating written directives to carry out EEO Policy and to guarantee equal employment opportunities in all levels of government;
  - Regularly reviewing personnel practices to assure compliance;
  - Conducting continuing orientation and training programs with emphasis on human relations and fair employment practices.

## **MAYOR AND HUMAN RESOURCES OFFICERS RESPONSIBILITIES:**

The Mayor in conjunction with the Human Resources Officer has the responsibility to

administer and implement the City's Equal Employment Opportunity.

At the minimum, the Mayor in conjunction with the Human Resources Officer shall perform the following functions:

- ✓ Develop EEO standards and guidelines, and administrative systems to support the City's EEO program;
- ✓ Provide for any EEO analysis and technical assistance needed;
- ✓ Review and approve all City affirmative action plans for compliance with Federal and State Law and with the requirements of Equal Employment Opportunity guidelines;
- ✓ Provide training for City departments.

### **CITY PROGRAM:**

The Mayor in conjunction with the Human Resources Officer is responsible for the implementation of the City's equal employment opportunity. All City Departments are covered under this rule.

The program at a minimum shall include a policy statement and a plan of corrective measures described in this rule.

The City shall develop a written EEO Policy Statement for internal and external dissemination. The EEO policy statement shall include, at a minimum, the following elements:

- ✓ A statement that it is the policy of the City to provide equal employment opportunity (EEO) to all person regardless of race, color, religion, creed, sex, national origin, age, disability, marital status or political belief with the exception of special programs established by law
- ✓ The City will take action to equalize employment opportunities at all levels of agency operations where there is evidence that there have been barriers to employment for those classes of people who have traditionally been denied equal employment opportunity;
- ✓ The City will make a commitment to provide reasonable accommodations to any known disability that may interfere with a disabled applicant's ability to compete in the selection process or a disabled employee's ability to perform the essential duties of a job;
- ✓ The City will guarantee employee protection against retaliation for lawfully opposing any discriminatory practice, including the filing of an internal grievance, the filing of a union grievance, the filing of a Discrimination/Harassment Complaint, the initiation of an external administrative or legal proceeding or testifying in or participation in any of the above;
- ✓ Assign responsibility for coordinating the City program and for attempting to resolve employee EEO complaints to a designated EEO Officer and assigning

responsibility for implement the program to all Department Directors and supervisors

- ✓ Mayor and Human Resources Officers signature and date.

When required, the Mayor in conjunction with the Human Resources Officer shall establish an EEO Action Plan, which is based on an analysis of current data, which identifies problem areas and establishing goals, timetables and action items to correct problem areas.



# CITY OF MILES CITY

Effective Date:

Last Revised:

## EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Miles City to provide equal employment opportunity (EEO) to all persons regardless of race, color religion creed, sex, national origin, age, mental or physical disability, marital status, or political belief with the exception of special programs established by law.

The City of Miles City will take action to equalize employment opportunities to all levels of City operations where there is evidence that there have been barriers to employment for those classes of people who have traditionally been denied equal employment opportunity.

The City of Miles City makes a commitment to provide reasonable accommodation to any known disability that may interfere with a disabled applicant's ability to compete in the selection process or a disabled employee's ability to perform the duties of the job.

The City of Miles City guarantees employee protection against retaliation for lawfully opposing any discriminatory practice, including the filing of an internal grievance, the filing of a union grievance, the filing of a Discrimination/Harassment Complaint, the initiation of an external administrative or legal proceeding or testifying in or participating in any of the above.

The designated EEO Officer of the City of Miles City and the person responsible for coordinating the City's program is the Human Resources Officer in conjunction with the Mayor. Human Resources Officer can be reached at City Hall or by phone at #874-8601.

Sustaining this policy is the responsibility of all who work for the City.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Officer

\_\_\_\_\_  
Date

## DISCRIMINATION COMPLAINT PROCESS:

If a City employee or other individual believes he/she has been discriminated against on the basis of race, creed, national origin, color, sex, religion, physical or mental disability, marital status, age or political belief, the individual may take action submitting the complaint to Human Resources'.

The complaint may also be submitted to any of the following levels:

- Department Director or Immediate Supervisor
- Human Resources'
- Mayor
- State of Montana Human Rights Commission within 180 calendar days of the alleged action or incident.

Complete confidentiality may be requested and will be complied with to the extent legally possible.

An individual is encouraged to first discuss their complaint with their Department Director or immediate supervisor, in an effort to settle the issue at the lowest possible level. Discussions should occur within 10 days of the incident.

If the complaint is not resolved at the Departmental level, the Discrimination/ Harassment Complaint and Investigation form shall be filed with Human Resources' within 30 days of the incident. The Mayor in conjunction with Human Resources' and the City's Attorney will investigate, with the goal of concluding the investigation within 45 days of the receipt of the complaint.

If the City of Miles City cannot resolve the complaint, then the complainant shall be notified of all appeal rights.

Should the complaint decide not to pursue the complaint, a signed withdrawal statement shall be obtained.



# CITY OF MILES CITY

## DISCRIMINATION / HARASSMENT COMPLAINT AND INVESTIGATION FORM

To be Completed by Complainant:

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Work #: \_\_\_\_\_ Home #: \_\_\_\_\_ Email: \_\_\_\_\_

Position: \_\_\_\_\_ Department: \_\_\_\_\_

<b>BASIS OF COMPLAINT:</b> <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Sex <input type="checkbox"/> Age <input type="checkbox"/> Disability <input type="checkbox"/> Creed <input type="checkbox"/> Religion <input type="checkbox"/> Marital Status <input type="checkbox"/> Political Belief
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**DETAILED STATEMENT OF THE COMPLAINT:**       Attachment

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### INVESTIGATION PROCESS - Witnesses: (use additional sheet if necessary)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Work #: \_\_\_\_\_ Home #: \_\_\_\_\_ Email: \_\_\_\_\_

### COMPLAINANT SIGNATURE:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_


## **SECTION 2-A**

### **Recruitment and Selection**



City of Miles City



	<b>CITY OF MILES CITY PERSONNEL POLICY</b>	Effective Date:	
		Last Revised:	
<b>Recruitment and Selection</b>			
Resolution #			

- **This policy supersedes all previous policies and/or handbooks published by the City of Miles City. Negotiated labor contracts that conflict with this policy will take precedence to the applicable extent.**

**PURPOSE**

This policy provides guidance for the recruitment and selection of applicants for the City of Miles City vacant positions.

**POLICY**

It is the policy of the City of Miles City to recruit and select persons for appointment and employment, and to train, advance, promote, and transfer such persons on the basis of individual capability, potential, or contribution to the programs and goals of the City.

Each Department Director, supervisor and employee of the City of Miles City is responsible for conducting employment activities in support of and in compliance with this policy.

The City of Miles City respects, supports, and observes the laws, directives and regulations of the State and Federal Government that prohibit discrimination.

This Recruitment and Selection policy is related to but not limited to; recruitment, selection and testing. This policy does not preclude discrimination based on bona fide occupational qualifications or other recognized exceptions under the law.

**PROCEDURE**

**Personnel Requisition Form:**

A “Personnel Requisition Form” will be filled out by the Department Director of the vacant/open position and forwarded to the Mayor for approval. The Department Director will then forward the form to the Human Resources/Payroll Office to initiate recruitment procedures.

Recruitment and advertising may begin immediately when the Mayor has been notified in writing that a position is being left vacant/open.

Recruitment for an opening with the City of Miles City will progress through the sequence of checking for qualified laid-off workers (Job Registry), internal recruitment followed by external/public recruitment.

- ❖ **All advertisements must be reviewed and approved by the Mayor or the Mayor's designee prior to placement.**

### **Summary of Recruitment and Selection Policy:**

1. Open positions start with the **Job Registry** for employees who have been laid off. Qualified, laid off employees receive the highest level of preference for filling openings, but do not have exclusive hiring rights.
2. Next, **Internal Recruitment** for current City of Miles City employees. The City of Miles City reserves the right to open all job searches outside the organization. Qualified internal applicants will be considered, but being an internal applicant is not exclusive criteria for selection.
3. Finally, **Open Recruitment Process**.

### **Step One – “Job Registry” Recruitment: (3 Working Days Maximum)**

- A. Employees who have been laid-off through no fault of their own by the City of Miles City are eligible for inclusion on a recall list known as a Job Registry for a period of one (1) year. This registry along with other pertinent employee files will be maintained by the Human Resources/Payroll Office and referred to as a first step when an opening occurs with the City of Miles City. Laid off employees who are contained on this Job Registry and identified by the Mayor as possessing the minimum qualifications are informed about the opening, and requested to apply if interested. Notification will be done by registered mail to the laid off employee's last known mailing address. Registry applicants must apply for these vacancies within three (3) working days of this notification.
- B. The Human Resources/Payroll Office will compare all openings to the Job Registry list for identification of potential applicants, and submit the list of potential applicants to the Mayor or the Mayor's designee. Qualified laid off employees of the City of Miles City will receive the highest level of preference in filling openings when possible. However, inclusion of a laid off employee(s) on the Registry list must not be interpreted as exclusive hiring rights.
- C. Registry members will be considered prior to Internal Recruitment. In circumstances when a tie between two substantially equally qualified applicants exists on the Registry list, the applicant with longer *continuously active* City service will be selected.
- D. An employee's participation on the re-call list ends when:
  - An employee refuses a reinstatement offer;
  - An employee withdraws in writing from participation; or
  - One year has elapsed since the employee's effective date of lay off.
- E. Recruitment activities through recall list methods are not considered solicitation for

applications from the general public; therefore, preference on basis of veteran status, disability, or Indian race is not applicable.

- F. Human Resources/Payroll Office shall notify all applicants determined qualified if a Job Registry applicant is selected; or, if the applicant(s) are not selected and that the City of Miles City intends on recruiting internally.
- G. Once the Human Resources/Payroll Officer has determined that no qualified Registry applicants exist and notifications have been made or mailed, the process moves to Step 2.

### **Step Two – Internal Recruitment: (5 Working Days)**

- A. Under the Internal method of recruitment all interested current staff are notified and those responding are considered for existing openings. Qualified Internal applicants will be considered in accordance with this policy, however, an “Internal Applicant” status must not be interpreted as the exclusive criteria for selection.
- B. An updated list of all current job openings will be posted internally. This list will indicate the date of opening, the position title, and a contact name for further inquiry. All internal applicants inquiring about open positions will be given an opportunity to apply; however, the City of Miles City reserves the right to hire applicants from outside when it determines, in its sole discretion, by and through the Mayor or the Mayor’s designee that this approach is necessary or desirable.
- C. Interested employees must submit their application in the form of a memorandum to the Human Resources/Payroll Office through their immediate supervisor. This memorandum should be prepared once the employee has reviewed the Job Description associated with the opening, and determined that he/she meets the minimum requirement of the position. Further applications will not be accepted beyond the designated closing date of the position.
- D. The Human Resources/Payroll Officer will notify all internal applicants if selected, or, if they are not selected and that the City of Miles City intends to recruit externally. Once the Mayor has determined that is in the best interest of the City to recruit externally, and notifications have been made or mailed, the process moves to Step 3.
- E. Recruitment activities through internal methods are not considered solicitation for applications from the general public; therefore, preference on basis of veteran status, disability, or Indian race is not applicable.
- F. In the event an internal applicant meets minimum qualifications for the position, but the City of Miles City determines that it is in the best interest of the City to recruit externally, qualified internal applications will be carried over to Step 3.
- G. In the event the City of Miles City determines that it will consider internal applications without posting externally, the internal applicants will move through the hiring process established herein, beginning at the paragraph titled “Application Screening” below. If at any time the internal applicants are removed from the selection process, or if the City of Miles City determines during the selection process that external recruitment would be in the City’s best interest, the process will revert to Step 3.

### **Step Three – General Public Recruitment: (10 Working Days)**

- A. The Human Resources/Payroll Office will post a vacancy externally to the general public if no qualified Registry applicant has been identified, and if no internal applicants have been

selected. Vacancies posted to the general public will generally remain open for two (2) weeks when possible, but may be closed sooner, or extended at the discretion of the Mayor, in consultation with the Human Resources/Payroll Officer.

- B. All City of Miles City vacancies subject to external procedures will be made known to the job seeking public. The Mayor may elect to utilize any of the following recruitment sources, Job Service listing, newspaper, the Internet, Community Colleges, or other appropriate sources. The Mayor, in consultation with the Human Resources Payroll Officer may also limit its recruitment to specific geographical areas, but will consider all applications received prior to closing date, irrespective of the applicant's place of residence.
- C. All employment advertisements must be reviewed and approved by the Mayor prior to placement. Copies of all final ads will be retained for recordkeeping and compliance purposes. Recruitment sources will include both internal and external origins, as described above.

### **Application Screening:**

- A. The Mayor and the immediate supervisor for the position being hired will screen applications for basic qualifications, and the Human Resources/Payroll Officer will notify applicants directly if they do not process these qualifications. All applicants must complete a City of Miles City employment application form.
- B. Applications of applicants will be forwarded to the Mayor for consideration. The Mayor, in consultation with the immediate supervisor for the position being hired, will select the top applicants for interview based upon a review of qualifications and/or supplemental application questions.
- C. All applications and/or resumes will be retained by the City of Miles City for two years, or as mandated by Federal and State laws.
- D. Applicants will be informed that if selected, they will be required to provide the City with specific documents establishing their identity and employment eligibility, in accordance with Immigration Reform and Control Act of 1986.

### **Application Screening Process**

- A. The purpose of the selection process is to identify potential employees who are best qualified to meet the specific work requirements and successfully perform the job duties of the open position. In that light, selection procedures will be based on a specific job analysis.
- B. All applicants remaining in competition at each level of the selection process shall be treated consistently with respect to:
  - Contents of the procedure applied;
  - Persons involved in administering the process; and,
  - The maximum amount of time allotted when time procedures are utilized.
- C. However, consistent treatment should not imply identical treatment.
- D. Individuals involved with evaluating applicants' qualifications must be familiar with the position to be filled, and must use job related questions, suggested responses, and rating scales to evaluate applicants. This technique must permit accurate comparison of the

- applicant against the job requirements, as well as the applicant pool.
- E. Certain entities within the City government may be mandated to require specific qualifications, or use particular measuring guidelines (e.g. POST test) not necessarily pertinent to other departments.
  - F. Any unsuccessful applicant claiming employment preference will be provided a written notice of the hiring decision.
  - G. Provisions must be made for an annual review and update of this Recruitment & Selection Policy by the Human Resources Committee.

### **Personal Interview of Selected Applicants:**

- A. The Mayor shall appoint a Hiring Committee, consisting of 3 or 4 members, one of which must be the immediate supervisor for the position being hired. The Human Resources/Payroll Officer shall be an advisor to the Hiring Committee, and shall attend all meetings of, and interviews conducted by the Hiring Committee. The Hiring Committee, along with the Mayor, in the event the Mayor wishes to be present, shall conduct interviews of selected applicants. All questions asked in a personal interview must be job related and designed to help the interviewer identify the best qualified applicant for the position. The primary objective of the personal interview is to achieve the best match between the applicant's qualifications and the job requirements. Interviews are a reliable method of determining more about the capabilities of minimally qualified applicants. Although interviews are important, the other selection criteria, such as those listed under "Selection Devices" shall be considered. Follow-up questions, as long as they are job related, may be asked of the applicant. These follow-up questions may be based upon an answer to a previously asked question or based upon the application material that the applicant submitted. All follow-up questions must be captured for retention in the recruitment file. Further information on conducting interviews may be found in the "Employment Interview Guide" and the "Do's and Don'ts of Interview Questions".
- B. The Human Resources/Payroll Officer is responsible for contacting applicants for interviews. If applicants are contacted by phone, they need to be informed of the date, time, and location of the interview. If the applicant cannot be contacted by phone, a letter should be sent and the aforementioned information shall be provided. Applicants who do not show up at the appointed time or applicants who withdraw from the interview process may be removed from the applicant pool.
- C. Internal applicants, for City vacancies, will be granted paid time to attend the interview. once the interview is completed, the employee is expected to return to their work assignment and complete their respective shift.
- D. The Mayor and/or the Hiring Committee will utilize a "structured interview" method consisting of a certain number of pre-set, job related (as determined by the job analysis) questions addressed to every applicant. The responses of the applicants are then measured against a pre-determined set of guidelines, and ranked accordingly.
- E. The Mayor, with the advice of the Hiring Committee, shall select a person or persons who will be offered employment, and shall rank those who are acceptable for employment to determine the order in which employment shall be offered, subject to successful reference and background check.
- F. If the vacant position is a "Department Director" the Mayor may appoint, but will need the consent of the majority of the Council for finalization of the employment offer. (Section

**Selection Devices:**

The City recognizes many selection devices as long as they:

- Are job related
- Do not create an undue barrier to employment or advancement for protected classes
- Are in compliance with existing policies, bargaining contracts, and relevant State and Federal laws.

Selection devices must be defensible and must allow for the selection of the best applicant for the vacant/open position. Selection criteria must be applied equally to all applicants. Possible selection devices include any combination of the following items.

- Structured questions and suggested answers
- Behavioral questions and suggested answers
- Applicable job-related performance tests
- Relevant education and experience
- Supplemental questions
- Written interview questions.

**Background Check:**

- A. The City of Miles City conducts all reference and background checks through Orion International Corporation. A “Request for Investigation” will be completed by the Department Director for the department hiring and forwarded to the Human Resources/Payroll Officer.
- B. All interviewed applicants will be required to consent to and sign an “Authorization to Release” form and “Acknowledgement” form. All interviewed applicants will receive a copy of “A Summary of Your Rights Under the Fair Credit Reporting Act”.

**Employment Confirmation:**

- A. Once the final selection is made the successful applicant must be provided with an official Confirmation Letter from the Mayor’s office.
- B. The Confirmation letter will address the following topics:
  - Title of job offered
  - Director’s name and hiring department
  - Starting salary & benefits
  - Classification, i.e.; Exempt – Non Exempt status
  - Start date with initial work schedule and where to report to work
  - Probationary period information
  - Request for documentation regarding identity and employment eligibility
  - Any other terms and conditions of employment
  - Request for applicants’ signature on confirmation letter
  - A deadline for return of said letter to the City.

- C. The Mayor may establish a salary using the “2012 Wage and Benefits Analysis” as a guideline, so long as the salary is within the amount budgeted for said position. If the Mayor feels that an increase in salary is necessary, such amount must be approved by the City Council. The Mayor may also, in his/her discretion, offer a lesser amount in salary. Any exceptions to the “2012 Wage and Benefit Analysis” shall be documented by the Mayor and kept in the hiring/payroll/personnel files.
- D. The Confirmation Letter must accentuate the point that the City of Miles City does not recognize any other offers or promises made to the applicant, and that no City employee other than the Mayor is authorized to modify the conditions of the offer or enter into any agreement with the applicant. The Confirmation Letter must indicate that the appointment is subject to the consent of the City Council, when applicable.

### **Unsuccessful Applicant Notification Letters:**

Both internal and external unsuccessful applicants will be notified in writing by the Human Resources/Payroll Officer. Additionally, internal applicants and interviewed applicants will receive a phone call from the Human Resources/Payroll Officer prior to the written notification.

### **Document Retention:**

The following materials shall be included among the documents to be saved, by Human Resources/Payroll Office, for each selection and retained for a period of two years:

- Job description
- Vacancy announcement(s)
- A copy of advertisements and a list of all recruitment sources
- All applications, supplements, questionnaires and other application material
- A copy of all selection procedures and any criteria used to evaluate performance
- Names and titles of any persons who participated in the design or administration of the selection procedures
- Correspondence with applicants
- A copy of the hire letter.

### **Confidentiality and Access to Materials:**

All applications and selection materials shall be confidential, unless otherwise stated on the vacancy announcement, and may not be released to any person not involved in administering the hiring process. Materials may be released upon the receipt of a properly executed administrative or judicial order. Human Resources may discuss, upon request from an applicant, the selection process and scores (if applicable) related to that individual. Information about other applicants is confidential and may not be released.

### **Prospective Full/Part Time Dispatcher Applicants:**

The Recruitment and Selection Policy will be followed with exception to the following: The 911 Coordinator will conduct all criminal and driving background checks through CJIN/NCIC State system. All applicants will be required, consent to and sign an “Authorization to Release-Dispatch” form and “Acknowledgement” form upon completion of a City of Miles City application. All applicants will receive

a copy of “A Summary of Your Rights Under the Fair Credit Reporting Act”. The 911 Coordinator will then conduct a preliminary interview of all qualifying applicants. Successful applicants will be forwarded to the Mayor for Applicant Screening.

### **Prospective Full Time Firefighters/EMTs Applicants:**

The City is a member of the Montana Firefighters Testing Consortium (MFTC). Firefighter applications for employment will only be accepted from persons who have successfully completed MFTC testing and are currently on the MFTC eligibility list. Each time a vacancy occurs, all such persons on this list will be notified in writing and invited to submit an application.

Applicants shall be required to complete a City of Miles City employment application. Applicants shall also be required to consent to and sign an “Authorization to Release” form and an “Acknowledgement” form. All applicants will receive a copy of “A Summary of Your Rights Under the Fair Credit Reporting Act”. The selection process will consist of the Fire Chief with his/her Hiring Committee reviewing applications, verifying scores and abilities as determined by previous screening test(s) administered by the MFTC. The Fire Chief will conduct background checks that may include verification of: previous employment, listed credentials, previous training, education and work experience. All of these verifications are part of the preliminary screening of the applicant, and pending the successful outcome of this screening process, the Fire Chief and the Hiring Committee will conduct an oral interview with the applicant.

This policy does not preclude lateral transfers of qualified applicants from other Fire Departments.

### **Prospective Full Time Police Officer Applicants:**

The City is a member of the Montana Law Enforcement Testing Consortium (MLETC). Police Officer applications for employment will only be accepted from persons who have successfully completed MLETC testing and are currently on the MLETC eligibility list. Each time a vacancy occurs, all such persons on this list will be notified in writing and invited to submit an application.


Applicants shall be required to complete a City of Miles City employment application. Applicants shall also be required to consent to and sign an “Authorization to Release-Police” form and an “Acknowledgement” form. All applicants will receive a copy of “A Summary of Your Rights Under the Fair Credit Reporting Act”. The selection process will consist of the Police Chief with his/her Hiring Committee reviewing applications, verifying scores and abilities as determined by previous screening test(s) administered by the MLETC. The Police Chief will conduct background checks that may include verification of: previous employment, listed credentials, previous training, education and work experience. All of these verifications are part of the preliminary screening of the applicant, and pending the successful outcome of this screening process, the Police and the Hiring Committee will then conduct an oral interview with the applicant. Upon successful completion of this process, the Police Chief and Hiring Committee will then recommend the applicant to be interviewed by the Miles City Police Commission for final approval.

This policy does not preclude lateral transfers of qualified applicants from other Police Departments.

## **CLOSING**

Negotiated labor contracts that conflict with this policy will take precedence to the applicable extent.



 <p style="text-align: center;"><b>CITY OF MILES CITY</b> <b>PERSONNEL POLICY</b></p>	Effective Date:	
	Last Revised:	
<b>Nepotism</b>		

- **This policy supersedes all previous policies and/or handbooks published by the City of Miles City. Negotiated labor contracts that conflict with this policy will take precedence to the applicable extent.**

**PURPOSE**

To establish policy for the employment of immediate relatives in order to assure the reality and appearance of fairness in the best interest of the City of Miles City.

**POLICY**

All personnel matters carried out by the City of Miles City shall be administered on the basis of merit and through regular management procedures except:

- No one participating actively in the appointment or hiring of a position, (i.e., City Councilmembers, the Mayor, Department Directors, etc.) shall appoint any person related or connected by consanguinity within the 4<sup>th</sup> degree or by affinity within the 2<sup>nd</sup> degree.
- No one may be appointed or hired to a position within a City Department if related or connected by consanguinity within the 4<sup>th</sup> degree or by affinity within the 2<sup>nd</sup> degree to any person sitting on a board or commission representing or advising that department.

**DEFINITIONS**

**CONSANGUINITY:** Means blood relation.


- Degrees are determined as:
  1. A parent or child is 1<sup>st</sup> degree
  2. A grandparent, grandchild, brother or sister are 2<sup>nd</sup> degree
  3. An uncle, aunt, nephew, niece and great-grandparent or great grandchild are 3<sup>rd</sup> degree
  4. A first cousin, a great uncle or aunt, and great-great grandparents and grandchildren are 4<sup>th</sup> degree

**AFFINITY:** Means relationship by marriage.

- Degrees are determined as:
  1. Husband and wife are 1<sup>st</sup> degree
  2. Brothers, sisters, fathers, mothers-in-law and fathers-in-law are 2<sup>nd</sup> degree

## **CLOSING**

Employment of relatives in the same area of an organization may cause conflict and problems effecting employee morale or could result in perceived favoritism and claims of partiality. The City will monitor and address any potential issues when direct supervision of employees involves consanguinity or affinity. The City may refuse to assign or reassign related employees when conflicts have occurred or are likely, or when the work environment may be strained.

 <p style="text-align: center;"><b>CITY OF MILES CITY</b></p> <p style="text-align: center;"><b>PERSONNEL POLICY</b></p>	Effective Date:	
	Last Revised:	
<b>Employment Preference Guide</b>		

**Veterans’ Public Employment Preference:**

It is the policy of the City of Miles City, to provide preference in employment to veterans, disabled veterans, and eligible relatives, as required in Title 39, Chapter 29, Part 101 MCA.

Whenever the hiring committee uses a scored procedure, a veteran who is an initial applicant for hiring with the City, must have added to his/her score the following percentage points of the total possible points that may be granted in the scored procedure:

- 5 percentage points for being a veteran; and
- 10 percentage points if the veteran is disabled or an eligible relative.

In order for a veteran, disabled veteran, or eligible relative to be eligible for the preference, the applicant must be:

- A United States citizen; and
- Meet the minimum qualifications for the position applied for. If no applicant meets the minimum qualifications and the hiring supervisor fills a training position, then veterans’ preference must be applied.

A disabled veteran who receives 10 percentage points for being disabled does not receive an additional 5 points for just being a veteran. The maximum percentage points that can be earned by a veteran is 10.

If the hiring committee does not use a scored process, the hiring committee must give preference to a disabled veteran, eligible relative, or veteran, in that order, over any non-preferred applicant holding substantially equal qualifications.

**Persons with Disabilities Employment Preference:**

It is the policy of the City of Miles City to provide preference in employment to eligible person with disabilities and certain spouses, when they are substantially equal in qualifications to others applying for initial appointments to positions, as required by the Persons with Disabilities Employment Preference Act, Title 39, Chapter 30, Part 101 MCA.

If an applicant who is a person with a disability or eligible spouse meets the eligibility requirements and claims a preference, the City shall hire the applicant over any other applicant with substantially equal

qualifications who is not a preference-eligible applicant when:

- The applicant has claimed a preference as required; and,
- The hiring is an initial hiring to employment covered.

A preference-eligible applicant who is a person with a disability shall be hired over any other preference-eligible applicant with substantially equal qualifications when the applicant also meets the requirements of this rule.

As provided for in Title 39, Chapter 30, Part 202, MCA; In order for a person to claim preference for a disability or eligible relative to claim preference, the applicant must be:

- A United States citizen;
- The individual has resided continuously in the state for at least 1 year immediately before applying for employment;
- The individual has resided for at least 30 days immediately before applying for employment in the city, town or county in which employment is being sought; and
- The individual meets those requirements considered necessary to successfully perform the essential duties of the position for which the individual is applying.

<b>Notice and Claim of Preference:</b>	<b>VETERAN</b>	<b>39-29-103 MCA</b>
	<b>DISABLED</b>	<b>39-30-206 MCA</b>

The City of Miles City shall, by posting or with the application form, give notice of the hiring preferences.

A job applicant who believes that the applicant has an employment preference shall claim the preference in writing before the time for filing applicants for the position involved has passed. Failure to make a timely employment preference claim for a position is a complete defense to an action in regard that that position under 39-29-104 MCA, and 39-30-207 MCA.

If an applicant for a position makes a timely written employment preference claim, the public employer shall give written notice of its hiring decision to each applicant claim preference.

<b>Enforcement of Preference:</b>	<b>VETERAN</b>	<b>39-29-104 MCA</b>
	<b>DISABLED</b>	<b>39-30-207 MCA</b>

Further information regarding Enforcement of Preference may be requested from the Human Resources Office.



# CITY OF MILES CITY PERSONNEL POLICY

Effective  
Date:

Last Revised:

## Employment Interview Guide & Do's and Don'ts of Interview Questions

### The Interview Process

The following guidelines are provided as an aid in complying with City of Miles City policy and procedures and with federal and state laws. Before the interview, take a few minutes to study the job application and supplemental materials. Never write on the original application or resume; your comments, "squiggles," highlighting, etc., could be used in legal proceedings if a subpoena is issued for the application materials. The application can be your interview map--keep it visible during the interview to keep you on track.

#### **Create a relaxed interview setting:**

The interview setting should be quiet, comfortable, and free of distraction from telephones and any other kind of interruption. If you must use an office, arrange that all phone calls be forwarded to another line. Keep on schedule, as applicants become apprehensive when asked to wait.

Ask each applicant to arrive 10 to 15 minutes before the interview. Give him/her a copy of the position description and any other materials you feel are important before the interview. Allow at least 15 minutes between interviews to permit applicant to come and go without overlap, and to allow the Hiring Committee members to evaluate an applicant's responses to questions while the answers are still fresh in their minds.

#### **Follow a logical sequence:**

Keep the same format for each applicant and allow an equal amount of time for each applicant to answer questions. Introduce the applicant to the rest of the committee and invite him or her to be seated. Provide information regarding the expected timeframe for filling the position and what the interview is meant to accomplish. You can briefly define the job responsibilities.

#### **Let the applicant do the talking:**

After defining the job responsibilities, let the applicant "do the talking." It is extremely important to listen and concentrate on what he/she is saying. The applicant should carry 80-85% of the total

conversation. The Hiring Committee members' input should be limited to asking questions, probing deeper, and keeping the applicant on track. The panel should clear up points on the application form, asking follow-up questions that encourage the applicant to talk. Ask only questions that are directly related to the job. Use "W" questions--who, what, when, where, and why; also, how? Several types of questions are useful:

- **Direct questions** are easy to understand, and are more likely to yield concise answers and specific information. Example: *"Why did you apply for this position?"*
- **Open ended questions** often produce unexpected and valuable information, it may reveal attitudes and feelings, and can indicate how well an applicant can organize his/her thoughts. Example: *"Tell us about your job at XYZ Corp."*
- **Behavioral questions** are encouraged. These types of questions require applicant to analyze a situation and can reveal the extent of his/her experience. Example: *Describe an experience when you...* These questions must be specifically related to the job functions discussed in the position description.
- **Probing questions**, such as *"Could you explain what you mean by ...?"* can further clarify the applicant's views.

Allow silence after asking a question so that you don't interrupt the applicants thinking process. Encourage the applicant with: *"Take your time, we want you to be specific."*

#### **Be mindful of your questions:**

Formulate questions that indicate whether or not an applicant meets the requirements you have established for the position. Keep three rules in mind:

- Ask questions that focus on past employment performance. Avoid questions that address the applicant's personal lifestyles or habits.
- Ask questions that relate to your listed skill, ability, knowledge or experience requirements.
- Ask the same questions of all applicants.

#### **Avoid:**

- Closed questions that require merely a yes or no response
- Multiple questions that require several answers
- "Loaded" questions that force a choice between two alternatives
- Questions that are illegal and dealing with areas that are not factors for job performance, such as **gender** (if you would not ask a question of a man, do not ask it of a woman, and vice versa), **age, race, religion, veteran status, marital status, political belief, medical conditions** (do not make medical judgments or disqualify an **applicant** on factors that are purely medical in nature), and disability (it is illegal

to ask about the nature and/or severity of the disability, the condition causing the disability, if the applicant will need treatment or special leave because of the disability, or about any prognosis or expectation regarding the condition or disability). Contact your Human Resources Officer if you have questions.

**Take Notes:**

Taking notes will help you remember details of the interview; however, writing notes during the interview could be distracting and upsetting to an applicant. If you plan to take notes, explain before the interview starts that you will be taking notes of the applicant's responses to interview questions so that you will not have to rely on memory. This should help reduce suspicion and nervousness. Make sure you maintain some eye contact while you are writing.

***Close on a proper note:***

After the Hiring Committee members have explored all performance factors, they can ask the applicant if he or she has any questions, needs clarification, or anything to add. Thank the applicant for coming, and explain your notification process--when a decision will be made, whether a second interview will be conducted, and how applicants will be notified. Remember to smile, shake hands, and lead the applicant to the door.

Note: *Keep the process the same for all applicants.*

## Do's & Don'ts of Interview Questions

The rule of thumb: if a question is job related, it is usually appropriate to ask. If it isn't job related, caution is in order. Any questions involving race, religion, gender, marital status, and so on must be avoided in application forms and during interviews.

### YOU MAY ASK

### QUESTIONS & STATEMENTS TO AVOID

<b>AGE</b>	Are you 18 years or older?	How old are you?  When did you graduate from high school?  How do you feel about working for a person younger than you?  You must be getting close to retirement age....
<b>GENDER</b>	Do you have responsibilities other than work that will prevent you from performing specific job requirements such as traveling?  What hours and days can you work?  Have you ever worked under a different name?	Do you have plans for having children?  Childcare is so hard to get. Do you have any babysitting problems?  What is your maiden name?  How would you feel working for a man/woman? Our customers sometimes prefer to be served by men. I hope you don't have a problem with that.  Do you think your women's intuition would come in handy on this job?  Tell me...how did a man come to be interested in this kind of work?
<b>ARRESTS</b>	It is best to only ask about <i>convictions</i> for crimes related to the job.	Have you ever been arrested?
<b>RACE</b>	None	There aren't very many minorities in our department. Will that be a problem for you?  You look like you have an interesting family history.  How would you define your race?
<b>SEXUAL ORIENTATION</b>	Request the name of a person to contact only after the individual is employed.	What is the name of a relative to be notified in case of an emergency?  Are you married?  <i>You people</i> are so creative; you'd be just perfect for the job.  This is a real family oriented department. Is that okay with you?



**YOU MAY ASK**

**QUESTIONS & STATEMENTS  
TO AVOID**

<p><b>NATIONAL ORIGIN</b></p>	<p>Are you legally eligible to work in the United States?</p> <p>After making a conditional offer, an employer may inform the applicant that they will have to produce documents for work eligibility.</p>	<p>Where were you born?</p> <p>Of what country are you a citizen? Yablonski, what kind of name is that?</p> <p>I see you speak Spanish. Did you learn that in your native country or in school?</p>
<p><b>RELIGION</b></p>	<p>Will you be available to work the required schedule?</p>	<p>What church do you attend?</p> <p>Will you need to take time off from work to observe (name of particular religious holiday)?</p>
<p><b>EDUCATION</b></p>	<p>Do you have a high school diploma or equivalent?</p> <p>Do you have a university degree?</p>	<p>When did you graduate from high school or college?</p>
<p><b>MILITARY</b></p>	<p>What type of education, training, and experience did you receive in the military?</p>	<p>What type of discharge did you receive?</p>
<p><b>WORKER'S COMP</b></p>	<p>None</p>	<p>Have you ever filed for worker's compensation?</p> <p>Have you had any prior work injuries?</p>
<p><b>DISABILITY</b></p>	<p>Are you able to perform the duties of the job with or without accommodation?</p> <p>If the applicant indicates that she/he can perform the tasks with an accommodation, you may ask:</p> <p>What accommodation would you need in order to perform the tasks?</p> <p>Now that you have heard the hours, leave policies, and other requirements of this position, do you feel you will be able to meet these requirements?</p> <p>An employer may make medical inquiries or require a medical examination of all applicants at the stage a conditional job offer is made.</p>	<p>Do you have any disabilities?</p> <p>Are you in good health?</p> <p>Do you have any physical defects that prevent you from performing certain kinds of work?</p> <p>That's a noticeable limp....</p> <p>Those are very thick glasses...How severe is your disability?</p> <p>What is the prognosis for your condition?</p> <p>Will you require a special leave because of your disability or its treatment?</p> <p>Please list any conditions or diseases you were treated for in the last 3 years.</p> <p>How many days were you absent last year because of illness?</p> <p>Have you ever been treated by a psychiatrist or counselor?</p> <p>Do you have any family members or relatives who are disabled?</p>

## **SECTION 2-B**

### **Recruitment and Selection Forms**



City of Miles City



# City of Miles City Employment Application

- ✓ Please complete this application by typing or printing in ink. **INCOMPLETE** applications will not be considered.
- ✓ We are an equal opportunity employer. We do not discriminate on the basis of race, religion, color, sex, age, national origin, marital status, disability, or political belief
- ✓ Do you need an accommodation to participate in the application or interview process?    \_\_\_Yes    \_\_\_No\_

Job #: \_\_\_\_\_ Job Title: \_\_\_\_\_

### Personal Data

Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Present Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Message Phone: \_\_\_\_\_

Driver's License: \_\_\_\_\_ Operator \_\_\_ CDL \_\_\_ CDL Type \_\_\_ Endorsements: \_\_\_\_\_

### Education

High School Diploma or Equivalent \_\_\_ Yes \_\_\_ No      Post Secondary Degree? \_\_\_\_\_

Name of school beyond High School: \_\_\_\_\_

Training Length: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Major: \_\_\_\_\_ Minor: \_\_\_\_\_

Apprenticeship Level: \_\_\_\_\_ In which trade? \_\_\_\_\_

### Work Experience (list most recent work experience first)

Company Name: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_

Complete Address: \_\_\_\_\_

Job Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Job Description: (duties, skills, equipment used) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates: From \_\_\_\_\_ To \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

**Work Experience**

Company Name: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_

Complete Address: \_\_\_\_\_

Job Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Job Description: (duties, skills, equipment used)

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Dates: From \_\_\_\_\_ To \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

**Work Experience**

Company Name: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_

Complete Address: \_\_\_\_\_

Job Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Job Description: (duties, skills, equipment used)

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Dates: From \_\_\_\_\_ To \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

**Additional information that could help you qualify for this position**

Examples include: Classes (include dates), certificates, current licenses, specific equipment and other skills.

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**List References (preferably persons who know about your work/training)**

Name	Address	Phone Number
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The information that you provide on this application is subject to verification. Falsifications or misrepresentations may disqualify you from consideration for employment or, if hired, may be grounds for termination at a later date. Do you want to be informed before we contact your present employer? \_\_\_\_\_ Yes \_\_\_\_\_ No

With my signature below (typed or written), I certify that all information on this and all attached pages is true, correct and complete to the best of my knowledge and contains no willful falsifications or misrepresentations. I authorize all former employers to release job-related information they may have about me and I release all persons or companies from any liability or responsibility for providing such information.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## EMPLOYMENT PREFERENCE FORM

Name: \_\_\_\_\_ Position Applied for: \_\_\_\_\_

Employment preference allows applicants to claim a preference under the Veterans' Public Employment Preference Act or the Persons with Disabilities Public Employment Preference Act. Applying for a preference is voluntary. All information related to a preference will be kept confidential and used only during the hiring process. Applicants hired by the City of Miles City will have this information placed in a separate confidential selection file.

Contact your local Job Service Workforce Center for details on veterans' preference. Contact your local Montana Vocational Rehabilitation Services Office, Department of Public Health and Human Services (DPHHS) for details on obtaining persons with disabilities preference certification.

1. To claim **Veterans' Employment Preference** you must be a U.S. Citizen and (check one of the boxes below):
  - A Veteran, if**
    - 1) You were separated under honorable conditions, **AND** you served more than 180 consecutive days of active federal military duty other than for training in the Army, Air Force, Navy, Marines, or Coast Guard or were a member of the reserves who served on federal military duty during a period of war or in a campaign or expedition for which a campaign badge is authorized.
    - 2) You are or were a member of the Montana Army or Air National Guard who satisfactorily completed a minimum of 6 years service in armed forces, the last 3 of which have been served in the Montana Army or Air National Guard.
  - A Disabled Veteran, if**
    - 1) You were separated under honorable conditions from military duty, **AND**
    - 2) You have an established Armed Forces service-connected disability **OR** are receiving compensation, disability retirement benefits, or pension from the U.S. Department of Veterans Affairs or military department, **OR** you have received a Purple Heart.
  - The spouse of a disabled veteran**, if the veteran's disability prevents him or her from working.
  - The unremarried surviving spouse of a veteran or disabled veteran.**
  - The mother of a veteran, if**
    - 1) The veteran died under honorable conditions while serving in the Armed Forces, or the veteran has a service-connected, permanent, and total disability, **AND**
    - 2) Your spouse is totally disabled, **OR** you are unremarried widow of the father of the veteran
2. To claim **Montana Persons with Disabilities Employment Preference**, you must be (check one of the boxes below):
  - A person with a disability** certified by DPHHS, **OR**
  - The spouse** of a totally (100%) disabled person certified by DPHHS **AND** have resided continuously in Montana for at least 1 year immediately before applying for employment
3. **In the box below, check the attachment you have included to document your eligibility for employment preference.**
  - DD-214 showing the character of discharge
  - Service-connected disability letter
  - DPHHS Disability Certification
  - A document issued by the Office of the Adjutant General of the Montana National Guard certifying service

SIGNATURE (typed or written):

DATE SIGNED:

## APPLICANT SURVEY

Title VII of the U.S. Civil Rights Act requires the State of Montana to “make and keep records relevant to the determinations of whether unlawful employment practices have been or being committed”. This is also a requirement of the Montana Human Rights Act and state and federal laws providing employment opportunities for veterans and person with disabilities. The following survey helps to fulfill these requirements.

This applicant survey will be seperated from your application. The City of Miles City is subject to certain governmental record keeping and reporting requirements for the administration of civil rights laws and regulations. In order to comply with these laws, the employer invites applicants to voluntarily self-identify their race and ethnicity. Submission of this information is voluntary. Refusal to provide it will not subject you to any adverse treatment. The information will be kept confidential and will be used in accordance with the provisions of applicable laws, executive orders and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual.

Position Closing Date: \_\_\_\_\_

Male       Female

Are you 18 years or older?  Yes  No

Name: \_\_\_\_\_

Social Security No. \_\_\_\_\_

Job Applied For: \_\_\_\_\_

Department: \_\_\_\_\_

How did you first learn of this position?

Newspaper ad or journal ad     Telephone Job Line     Career/Job Fair  
 Job Service     A friend/employee     Posted at City Hall  
 Female, minority, or handicapped referral organizaton     Other (specify): \_\_\_\_\_

**RACE/ETHNICITY** – Please check the ONE box that best describes your race/ethnicity:

**Hispanic or Latino** – a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origins regardless of race

**White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North American

**Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa

**Native Hawaiian or Other Pacific Islander (Not Hispanic Or Latino)** - A person having origins in any of the Hawaii, Guam, Samoa, or other Pacific Islands

**Asian (Not Hispanic or Latino)** -A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**American Indian or Alaska Native (Not Hispanic or Latino)** –A person having origins in any of the original peoples of North and South America (Including Central America), and who maintain tribal affiliation or community attachment.

**Two or More Races (Not Hispanic or Latino)** – All persons who identify with more than one of the above five races

**MILITARY STATUS** – Please check the ONE box that best describes your military status:

No Military Service

Inactive Reserve

Vietnam Veteran

Active Reserve

Retired

Other Veteran

**DISABLED VETERAN**

**DISABLED PERSONS' EMPLOYMENT PREFERENCE**



**CITY OF MILES CITY  
PERSONNEL REQUISITION FORM**

**To be Completed by Requesting Department**

**Department:** \_\_\_\_\_ **Date of Request:** \_\_\_\_\_

**Date Needed:** \_\_\_\_\_ **Position to be Filled:** \_\_\_\_\_

**Position Type:**

Full-Time       Temporary       Replacement  
 Part-Time       Seasonal       New Position

**Budgeted Position (circle one):**    Yes    No    **If no, please explain:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Brief Description of Essential Functions:**

Check if Position Description is attached

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Specific Qualifications/Requirements Not Indicated in Position Description :**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Department Head Signature:** \_\_\_\_\_

\*\*\*\*\*

**Approved**

**Date Hired:** \_\_\_\_\_

**Not Approved**

**Mayors Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Human Resource Officer:** \_\_\_\_\_ **Date:** \_\_\_\_\_





# CITY OF MILES CITY

## APPLICANT SCREENING FORM

**To be Completed by Interviewer**

**Applicant:** \_\_\_\_\_ **Position Interviewed:** \_\_\_\_\_

**Scoring**

Applicant evaluation forms are to be completed by the interviewer to rank the applicants overall qualifications for the position. Under each heading the interviewer should give the applicant a numerical rating and write specific job related comments in the space provided. The numerical rating system is based on the following:

**5-Exceptional    4-Above Average    3-Average    2-Satisfactory    1-Unsatisfactory**

<b>Relevant Education</b>	Rating:	1	2	3	4	5	_____
<b>Job Experience</b>	Rating:	1	2	3	4	5	_____
<b>Ability to Learn</b>	Rating:	1	2	3	4	5	_____
<b>Attitude</b>	Rating:	1	2	3	4	5	_____
<b>Communication Skills</b>	Rating:	1	2	3	4	5	_____
<b>Cooperation</b>	Rating:	1	2	3	4	5	_____
<b>Motivation</b>	Rating:	1	2	3	4	5	_____
<b>Overall Impression</b>	Rating:	1	2	3	4	5	_____

**Total:** \_\_\_\_\_

5 percentage points Veteran Status \_\_\_\_\_

10 percentage points Disabled Veteran or Spouse \_\_\_\_\_ \*(10 max)

Date Available \_\_\_\_\_ **Total:** \_\_\_\_\_

**Comments** \_\_\_\_\_

\_\_\_\_\_

**Recommended for Hire:**    YES                      NO                      NOT SURE

**Interviewer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# CITY OF MILES CITY

## REQUEST FOR INVESTIGATION

To be Completed by Requesting Department

To: Orion International Corporation  
Fax: 406-458-8787  
Telephone: 406-458-8797 or 8796

From: City of Miles City  
Fax: 406-234-2903

Department: \_\_\_\_\_ Director: \_\_\_\_\_

Please conduct an investigation as outlined below on the following individual. **(please print)**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Please check all that apply:**

- \_\_\_\_\_ Montana Criminal Check
- \_\_\_\_\_ Montana Sexual/Violent Offender Check
- \_\_\_\_\_ Montana Professional Licensing Check: \_\_\_\_\_ (profession)
- \_\_\_\_\_ Montana Driving Record, License#: \_\_\_\_\_
- \_\_\_\_\_ Out of State Criminal Check in: \_\_\_\_\_ (states)
- \_\_\_\_\_ Out of State Sexual/Violent Offender Check in: \_\_\_\_\_ (states)
- \_\_\_\_\_ Out of State Professional Licensing Check in : \_\_\_\_\_ (states)
- \_\_\_\_\_ Out of State Driving Record in: \_\_\_\_\_ (states) License #: \_\_\_\_\_

- \_\_\_\_\_ Social Security Number Verification
- \_\_\_\_\_ Federal Court Check
- \_\_\_\_\_ Credit Report: Current Address: \_\_\_\_\_
- \_\_\_\_\_ Education/Degree Verification: (indicate school, course of study and date of graduation if known): \_\_\_\_\_

\_\_\_\_\_ Reference Checks (2 references) Please indicate the position the prospective employee has applied for: \_\_\_\_\_

- \_\_\_\_\_ Package 1- Montana Criminal Check & 2 Reference Checks
- \_\_\_\_\_ Package 2- Montana Criminal Check, Montana Sexual/Violent Offender Check, Social Security Number Verification, Federal Court Check
- \_\_\_\_\_ Commercial Database Check
- \_\_\_\_\_ Other Investigations: (please be specific): \_\_\_\_\_



# CITY OF MILES CITY

## AUTHORIZATION TO RELEASE INFORMATION

To be Completed by Applicant

I authorize the City of Miles City, Montana through their agent, **Orion International Corporation**, to obtain information related to past employment, employers, school activities, verification of education, criminal justice agencies, motor vehicle/registration departments, credit checks, professional licensing registries, or relevant sources of information. This information may include, but is not limited to, information about my academic achievement, performance, attendance, disciplinary, employment history, criminal history record information, credit screening, and driving and motor vehicle record.

I authorize **Orion International Corporation** to disclose the record of my background investigation to the City of Miles City. I authorize custodians of records and other sources of information pertaining to me to release such information to **Orion International Corporation**.

I believe to the best of my knowledge that all information I have provided is accurate, true, and correct and that I fully understand the terms of this release. In consideration of the City's acceptance and consideration of my intent I hereby, release and forever discharge the City, **Orion International Corporation**, and all affiliated entities from all claims, demands, damages, actions and causes of action pertaining to or arising out of the City's consideration of my application for employment and use, so long as not malicious, or all information obtained in the course or as a result of all inquiries made into my personal history.

By my signature below, I also acknowledge that the City of Miles City has provided me with a summary of my rights under the Federal Fair Credit Reporting Act (attached copy).

**Copies and facsimile transmissions of this authorization that show my signature are as valid as the original release signed by me.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Other Names Used: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Current Address: \_\_\_\_\_

Other State(s)/Cities of Residency last 10 Years: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

SS#: \_\_\_\_\_ Driver's License Number & State: \_\_\_\_\_



## CITY OF MILES CITY AUTHORIZATION TO RELEASE INFORMATION

FOR OFFICAL USE BY THE MILES CITY POLICE DEPARTMENT

To be Completed by Applicant

I am an applicant for a position with the **Miles City Police Department**, hereinafter referred to as **MCPD**. I acknowledge that the department needs to thoroughly investigate my employment background and personal history to evaluate my qualifications to hold the position for which I applied, and that it is in the public's best interest that all relevant information concerning my personal and employment history be disclosed.

I authorize the City of Miles City, Montana through their agent, any representative of the **MCPD**, bearing this release, to obtain any information in your files pertaining to my employment records and I hereby direct you to release such information upon request of the bearer. I do hereby authorize a full review of and full disclosure of all records, or any part thereof, concerning myself, by and to any duly authorized agent of the **MCPD**, whether said records are public, private, or confidential nature. The intent of this authorization is to give my consent for full and complete disclosure. I reiterate and emphasize that the intent of this authorization is to provide full and free access to the background and history of my personal life, for the specific purpose of pursuing a background investigation that may provide pertinent data for the **MCPD** to consider in determining my suitability for employment in that department. It is my specific intent to provide access to personnel information, however personal or confidential it may appear to be. I direct you to release such information upon request of the duly accredited representative of the **MCPD** regardless of any agreement I have made with you previously to the contrary. The **MCPD** will discontinue processing my application if you refuse to disclose the information requested.

I consent to your release of all public and private information that you may have concerning me, my work record, my background and reputation, my military service records, my financial status, my criminal history record, including any arrest records, any information contained in any investigatory files, efficiency ratings, complaints or grievances filed by or against me, the records or recollections of attorneys at law, or other council, whether representing me or another person in any case, either criminal or civil, in which I presently have, or have had an interest, attendance records, polygraph examinations, and any internal affairs investigations and discipline, including any files which are deemed to confidential, and/or sealed.

I hereby release you as the custodian of such records, your organization, including its officers, employees, or related personnel both individually and collectively, and all others, from any liability or damages that may result from furnishing the information requested, including any liability or damage pursuant to any state or federal laws. It is my intent to authorize all former employers and all other public and private concerns, including but not limited to: schools, colleges and all scholastic institutions, Consumer reporting agencies, and similar entities, to release any and all information maintained by any such employer or educational entity, agency, person, including, but not limited to: my personal, employment and salary history and condemnations. I understand that should information of a serious criminal nature surface as a result of this investigation, such information may be turned over to the proper authorities.

By my signature below, I acknowledge that the **MCPD** has provided me a copy of the summary of my

rights under the Federal Fair Credit Reporting (attached copy) and I understand my rights under Title 5, United States Code, Section 552a, the Privacy Act of 1974, and with regard to access and disclosure of records, and I waive those rights with the understanding that the information furnished will be used by the **MCPD** in conjunction with employment procedures.

This waiver is valid for a period of one year from the date of my signature. Should there be any questions as to the validity of this release, you may contact me at the address listed on the form.

I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or by reason of complying with this request.

**Copies and facsimile transmissions of this authorization that show my signature are as valid as the original release signed by me.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Street Address/P.O. Box

\_\_\_\_\_  
Date of Birth

Signed and subscribed to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_.



# CITY OF MILES CITY

## AUTHORIZATION TO RELEASE INFORMATION

FOR OFFICAL USE BY THE MILES CITY DISPATCH CENTER

To be Completed by Applicant

I hereby authorize any representative of the **City of Miles City, Montana** through their affiliated agency **Miles City Dispatch Center** to obtain information related to past employment, employers, school activities, verification of education, criminal justice agencies, motor vehicle/registration departments, credit checks, professional licensing registries, or relevant sources of information. This information may include, but is not limited to, information about my academic achievement, performance, attendance, disciplinary, employment history, criminal history record information, credit screening, and driving and motor vehicle record.

I believe to the best of my knowledge that all information I have provided is accurate, true, and correct and that I fully understand the terms of this release. In consideration of the City's acceptance and consideration of my intent I hereby, release and forever discharge the **City of Miles City**, and all affiliated entities from all claims, demands, damages, actions and causes of action pertaining to or arising out of the City's consideration of my application for employment and use, so long as not malicious, or all information obtained in the course or as a result of all inquiries made into my personal history.

By my signature below, I also acknowledge that the City of Miles City has provided me with a summary of my rights under the Federal Fair Credit Reporting Act (attached copy).

**Copies and facsimile transmissions of this authorization that show my signature are as valid as the original release signed by me.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Other Names Used: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Current Address: \_\_\_\_\_

Other State(s)/Cities of Residency last 10 Years: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

SS#: \_\_\_\_\_ Driver's License Number & State: \_\_\_\_\_



**CITY OF MILES CITY  
ACKNOWLEDGMENT**

**To be Completed by Applicant**

I have provided the foregoing Authorization to Release Information by reason of my intent to become employed with the City of Miles City, Montana, and acknowledging that by my employment, I may come into contact with information which could be deemed confidential.

I understand that inquiries made under the foregoing authorization may include credit history, criminal and driving records, past behavior, character and reputation, and other related matters.

It is my intent to authorize all former employers and all other public and private concerns, including but not limited to: schools, colleges and all scholastic institutions, Consumer reporting agencies, and similar entities, to release any and all information maintained by an such employer or educational entity, concern, agency, person, including, but not limited to: my personal, employment and salary history and condemnations. I understand that any or all of these investigations or inquiries can be performed prior to and periodically throughout the duration of my employment. I further authorize my supervisors and other work associates to disclose their opinions and observations of my work habits, qualities, competency and skills. Furthermore, I authorize full disclosure of any and all substance abuse testing results.

I understand that if I am not selected for employment in whole or in part due to the information contained in a consumer report obtained from a consumer reporting (or similar) agency, that I will be entitled to receive from the City the name and address of the consumer reporting agency or agencies from which the report was obtained.

**APPLICANT:**

Print Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**WITNESS ATTEST:**

Print Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## CITY OF MILES CITY

### Summary of Your Rights Under the Fair Credit Reporting Act

To be Given to Applicant

*Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.*

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - ✓ a person has taken adverse action against you because of information in your credit report;
  - ✓ you are the victim of identity theft and place a fraud alert in your file;
  - ✓ your file contains inaccurate information as a result of fraud;
  - ✓ you are on public assistance;
  - ✓ you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive



credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) P O Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: <a href="http://www.federalreserveconsumerhelp.gov">www.federalreserveconsumerhelp.gov</a> Email Address: <a href="mailto:ConsumerHelp@FederalReserve.gov">ConsumerHelp@FederalReserve.gov</a>
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation , Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture

# RESOLUTION NO. 3746

## A RESOLUTION CREATING A SICK AND VACATION LEAVE DONATION POLICY WITHIN THE CITY OF MILES CITY PERSONNEL POLICIES

*WHEREAS*, the City of Miles City has established certain personnel policies for officers and employees of the City of Miles City, which are set forth in the City of Miles City Personnel Manual;

*AND WHEREAS*, the City wishes to adopt a new policy regarding sick and vacation leave donations;

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

1. That the policy titled "Sick and Vacation Leave Donations" attached hereto as Exhibit "A" and made a part hereof, is hereby adopted by the Council, and shall be placed in the City of Miles City Personnel Policy Manual.
2. The foregoing policy shall become effective immediately upon the passage of this resolution.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 23<sup>rd</sup> DAY OF SEPTEMBER, 2014.**

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C.A. Grenz, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

## EXHIBIT "A"

 <b>CITY OF MILES CITY PERSONNEL POLICY</b>	Effective Date:	
	Last Revised:	
<b>Sick and Vacation Leave Donations</b>		
<b>RESOLUTION #</b>		

- **This policy supersedes all previous policies and/or handbooks published by the City of Miles City. Negotiated labor contracts that conflict with this policy will take precedence to the applicable extent.**

### **PURPOSE**

The City of Miles City believes that donation of sick and vacation leave is an important benefit to City employees.

### **POLICY**

It is the policy of the City of Miles City for employees who are eligible to use their accrued sick and vacation leave to donate hours to be used by another employee who does not have sufficient leave hours to remain in an active pay status during an extended absence due to illness, injury, medical disability or a maternity-related disability, including prenatal care, birth, miscarriage or other medical care for the employee, child, or spouse.

### **PROCEDURE**

#### **A. Eligibility Requirements for an Employee to Receive Donations of Sick Leave Hours:**

1. An employee must continuously be employed for the qualifying period of three (3) months to be eligible to receive sick leave donation
2. An employee, child or spouse must have an illness, injury or other qualifying condition that results in an employee's absence of at least ten (10) working days.
3. An employee must have exhausted all of his or her accrued sick leave time.
4. An employee must not be eligible for Workers' Compensation benefits.

5. Employees must have their Department Director's approval for the leave and the receipt of the sick leave donation.
  - The Department Director shall require medical certification be submitted to the Human Resources/Payroll Office prior to the receipt of donated hours.

**B. Donation of Sick Leave Hours:**

1. The donation is based on the number of hours, not on rate of pay.
2. One donated hour will be subtracted from the donating employee's sick accruals for every one hour added to the recipient employee's sick leave.
3. Donating employees must have a minimum balance of one-hundred twenty (120) hours sick leave remaining after the donation.
4. Employees may donate up to forty (40) hours of sick leave to an individual employee during a twelve (12) month period.
5. Donation of hours, once made, cannot be rescinded by the donating employee, subject to the qualification in 6 below.
6. Donated hours used by the recipient employee will be used on a first donated first used basis and paid each pay period. Hours not used by the recipient are not deducted from donor's sick leave accrual.

**C. Receipt of Sick Leave Hours:**

1. One sick leave hour will be added to the recipient employee's sick leave account for every sick leave hour donated.
2. An employee may receive a total of four hundred and eighty (480) hours of donated leave hours per twelve (12) month period.

**D. Eligibility Requirements for an Employee to Receive Donations of Vacation Leave Hours:**

1. An employee must continuously be employed for the qualifying period of six (6) months to be eligible to receive vacation leave donations.
2. An employee, child or spouse must have an illness, injury or other qualifying condition that results in an employee's absence of at least ten (10) working days.
3. An employee must have exhausted all of his or her accrued sick leave time.
4. An employee must not be eligible for Workers' Compensation benefits.
5. Employees must have their Department Director's approval for the leave and the receipt of the vacation leave donation.

- The Department Director shall require medical certification be submitted to the Human Resources/Payroll Office prior to the receipt of donated hours.

**E. Donation of Vacation Leave Hours:**

1. The donation is based on the number of hours, not on rate of pay.
2. One donated hour will be subtracted from the donating employee's vacation accruals for every one hour added to the recipient employee's vacation leave.
3. Donating employees must have a minimum balance of eighty (80) hours vacation leave hours remaining after the donation.
4. Employees may donate up to sixty (60) hours of vacation leave to an individual employee during a twelve (12) month period.
5. Donation of hours, once made, cannot be rescinded by the donating employee, subject to the qualification in 6 below.
6. Donated hours used by the recipient employee will be used on a first donated first used basis and paid each pay period. Hours not used by the recipient are not deducted from donor's vacation leave accrual.

**F. Receipt of Vacation Leave Hours:**

1. One vacation leave hour will be added to the recipient employee's vacation leave account for every vacation leave hour donated.
2. An employee may receive a total of four hundred and eighty (480) hours of donated leave hours per twelve (12) month period.

**G. Sick & Vacation Leave Donation Form:**

1. To make a sick or vacation leave donation, employees must fill out the "Sick Leave Donation" form or "Vacation Leave Donation" form and submit it to the Human Resources Payroll Office.

**CLOSING**

Employees terminating their employment with the City of Miles City shall not be entitled to a cash payout of any donated sick or vacation leave hours.



# CITY OF MILES CITY SICK LEAVE DONATION FORM

To be Submitted to the Human Resources/Payroll Office

Information for Donating Employee:

1. To make a SICK leave donation, complete and sign "Section I".
2. You may donate up to 40 hours of your sick leave to an individual City employee during a 12 month period.  
\*You must have a sick leave balance of 120 hours remaining after you make the donation.
3. If some or your entire donation is not needed, those hours will be returned to your sick leave balance.

## SECTION I: To be completed by Donating Employee

I wish to donate \_\_\_\_\_ hours of sick leave to: \_\_\_\_\_

\_\_\_\_\_  
Donating Employee's Signature

\_\_\_\_\_  
Date

## SECTION II: To be completed by the Human Resources/Payroll Office

Pursuant to the Sick Leave Donation Policy, I certify the above named donor employee has a sick leave balance of at least 120 hours after making this donation and that the employee has not contributed more than 40 hours of sick leave in the past 12 months to this individual employee.

The sick leave balance has been debited by: \_\_\_\_\_ hours on pay period ending: \_\_\_\_\_.

The recipient has been given: \_\_\_\_\_ sick hours in the last 12 months.

\_\_\_\_\_  
Human Resources/Payroll Officer

\_\_\_\_\_  
Date

## SECTION III: To be completed by Department Director

Pursuant to the Sick Leave Donation Policy, I certify the above named recipient employee is eligible to receive a sick leave donation and is on an approved Leave of Absence.

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_ hours of sick leave have not been used and will be credited back to the donor's account.

\_\_\_\_\_  
Human Resources/Payroll Officer

\_\_\_\_\_  
Date



# CITY OF MILES CITY VACATION LEAVE DONATION FORM

To be Submitted to the Human Resources/Payroll Office

Information for Donating Employee:

4. To make a VACATION leave donation, complete and sign "Section I".
5. You may donate up to 60 hours of your vacation leave to an individual City employee during a 12 month period. \*You must have a vacation leave balance of 80 hours remaining after you make the donation.
6. If some of your entire donation is not needed, those hours will be returned to your vacation leave balance.

### SECTION I: To be completed by Donating Employee

I wish to donate \_\_\_\_\_ hours of vacation leave to: \_\_\_\_\_

\_\_\_\_\_  
Donating Employee's Signature

\_\_\_\_\_  
Date

### SECTION II: To be completed by the Human Resources/Payroll Office

Pursuant to the Vacation Leave Donation Policy, I certify the above named donor employee has a vacation leave balance of at least 80 hours after making this donation and that the employee has not contributed more than 60 hours of vacation leave in the past 12 months to this individual employee.

The vacation leave balance has been debited by: \_\_\_\_\_ hours on pay period ending: \_\_\_\_\_.

The recipient has been given: \_\_\_\_\_ vacation hours in the last 12 months.

\_\_\_\_\_  
Human Resources/Payroll Officer

\_\_\_\_\_  
Date

### SECTION III: To be completed by Department Director

Pursuant to the Vacation Leave Donation Policy, I certify the above named recipient employee is eligible to receive a vacation leave donation and is on an approved Leave of Absence.

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_ hours of vacation leave have not been used and will be credited back to the donor's account.

\_\_\_\_\_  
Human Resources/Payroll Officer

\_\_\_\_\_  
Date



## **RESOLUTION NO. 3747**

### **A RESOLUTION ADOPTING FINDINGS OF FACT AND APPROVING THE AMENDED PLAT FOR THE PURPOSE OF BOUNDARY LINE RELOCATION OF LOTS 1-3 IN BLOCK 8 OF THE JACKSON & ARNOLD ADDITION TO THE CITY OF MILES CITY**

*WHEREAS*, Val Dyba has requested that the City of Miles City approve a boundary line relocation involving Lots 1 through 3 in Block 8 of the Jackson & Arnold Addition to the City of Miles City, Custer County, Montana;

*AND WHEREAS*, the Board of Adjustment has adopted City of Miles City Staff's report as findings of fact, and have recommended the approval of the foregoing boundary line relocation to the City Council;

*AND WHEREAS*, the City of Miles City is authorized to approve the relocation of common boundary lines for five or fewer lots within a platted subdivision pursuant to Section 76-3-207(1)(d) and (f), MCA.

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

It does hereby adopt the Staff Report to City Council, File #BLA 2014-03, attached hereto as Exhibit "A" as findings of fact, and based on such findings of fact, approves the "Amended Plat of Lots 1, 2 & 3, Block 8, Jackson & Arnold Addition" creating Lot 1-A and Lot 2-A within said Block 8 of the Jackson & Arnold Addition, said amended plat being attached hereto as Exhibit "B."

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY  
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES  
CITY, MONTANA, AT A DULY CALLED MEETING THIS 23<sup>rd</sup> DAY OF  
SEPTEMBER, 2014.**

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C.A. Grenz, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

**Staff Report to City Council  
File #BLA-2014-03  
Val Dyba Boundary Line Adjustment  
September 23, 2014**

**I. GENERAL INFORMATION**

**A. Project Applicant**

**Applicants/Owners:** Val Dyba  
1807 N Strevell Ave  
Miles City, MT 59301

**Technical Assistance:** Quinn Wright  
Dowl HKM  
713 Pleasant  
Miles City, MT

**B. Project Description**

Relocation of common boundary for five or fewer lots within a platted subdivision. This request is exempt from subdivision review per MCA 76-3-207(1)(d) and (f), but is subject to survey requirements and zoning regulations. This request is to first aggregate lots 1, 2 and 3; then do a boundary relocation to combine portions of these lots to create two new lots. The easternmost portion of the aggregated Lots 1, 2, and 3 are identified as Lot 1A and the balance of the lots are identified as Lot 2A. The original lots 1 through 3 are platted with the long side oriented east/west. The aggregation of lots and boundary line relocation will result in the long side of Lot 1A oriented east/west and the long side of Lot 2A oriented north/south.

**C. Legal Description of Subject Property**

Sec 27, T8N, R47E, Block 8, Lots 1 - 3, Jackson & Arnold Addition

**D. Location**

See Attachment "A", Amended Plat

**E. Boundary Adjustment Detail**

	<b>Current (in square feet)</b>	<b>Proposed (in square feet)</b>
<i>Total Area:</i>	<b>9,963</b>	<i>No change</i>
Lot 1	<b>3,321</b>	
Lot 2	<b>3,321</b>	
Lot 3	<b>3,321</b>	
Tract 1A		<b>6,850</b>
Tract 2A		<b>3,112</b>

**Staff Report to City Council**  
**File #BLA-2014-03**  
**Val Dyba Boundary Line Adjustment**  
**September 23, 2014**

**Easements:**

Existing: One 10' easement on Lot 2A serving Lot 1A  
Proposed: None

**F. Land Use & Zoning**

**Current Land Use:** One residential home with detached garage on Lots 1, 2, & 3; one shop on Lots 1, 2 & 3 used as vehicle storage.

**Proposed Land Use:** No Change

**Current Zoning:** Residential A

**G. Surrounding Land Use & Zoning**

**General Description:** The surrounding area is largely residential in the northeast corner of the City. This is commonly referred to as the Original Townsite. The lots, as platted, are too small (3,000 sq. ft.) by current standards (5,500 sq. ft.). This presents problems as owners attempt to improve properties. Setbacks often don't meet current zoning codes and continuing non-conforming uses are typically allowed per 23-11. The subject property consists of one home with a detached garage occupying the front of the three lots and one shop occupying the rear portion of three lots. The proposed boundary adjustment accommodates the building configuration currently on the ground. The existing lots will be reconfigured to create two new lots to be identified as Lot 1A and Lot 2A.

**Surrounding Uses**

North – Home

South – Home

East – Home

West – Home

**Surrounding Zoning**

North – Residential A

South – Residential A

East – Mobile Home A

Southeast – Mobile Home A

West – Residential A

**II. EXAMINATION [21-17(f)(2)(b-d)]**

**Stated Purpose of Boundary Line Adjustment**

The property is currently comprised of three tracts of record: Lots 1, 2, 3 of Block 8 in the Jackson & Arnold Addition. The purpose of the survey is to adjust the boundary lines to create two lots in a new configuration using the exemptions found in MCA 76-3-207(1)(d) [for five or fewer lots within a platted subdivision, the relocation of common boundaries] and MCA 76-3-207(1)(f) [aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger

**Staff Report to City Council**  
**File #BLA-2014-03**  
**Val Dyba Boundary Line Adjustment**  
**September 23, 2014**

aggregate parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas]. This project reduces the number of lots from three to two and is simply reconfiguring existing lots. The current property owner intends to sell the resulting Lot 1A.

**Exemption from Subdivision Review**

This is an aggregation and division of land within a platted subdivision. Per MCA 76-3-207(1)(d) and (f), this proposal is exempt from subdivision review.

**Conformance with Subdivision Regulations 21-18(1)**

This proposal conforms to the Code of Ordinances of Miles City Sec 21-17 (Exemption from Review); Montana Code Annotated Title 76 Chapter 3-Subdivisions; and the Administrative Rules of Montana Surveying Requirements, 24.183.1107.

**Compliance with Local Zoning**

The proposed aggregation of land and the boundary line adjustment is in substantial compliance with Sections 24-11 and 24-53 of the Miles City Code of Ordinances. Two variances were previously required and granted by the Board of Adjustment for setbacks at the front and interior lot lines for the new Lot 1A. The existing shop on Lot 2A is a non-conforming use. The Board of Adjustment granted a variance for an undersized lot on Sept 18, 2014. However, should the structure be damaged in the future, repairs or reconstruction must comply with the guidelines set out in Section 24-11 and meet current municipal codes.

**III. DETERMINATION**

Staff has determined that the use of the exemption is not intended to evade the purposes of the MSPA and complies with the statutes and criteria set forth in the Code of Ordinances of Miles City. The current owner of the three lots is requesting aggregation of lots and relocation of existing boundary lines in order to facilitate the sale of Lot 1A, as shown on the Amended Plat. There is no intended change in the current usages. The Board of Appeals approved construction of the 30' x 40' garage that will now be located on Lot 2A on January 28, 1982. On September 25, 2003, the Board of Adjustments granted a 2 foot variance for the interior setback between the garage on Lot 3 and the adjacent property, and a 16' front setback. On September 18, 2014, a variance was granted for creation of an undersized lot.

**IV. RECOMMENDATION**

Staff recommends that the City Council adopt this report as findings of fact and approve the Amended Plat based on the information contained in this report.

