



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

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

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES
 - a. City Council Meeting 9/23/2014
 - b. Finance Committee Meeting 10/1/2014
 - c. HR Committee Meeting 10/7/2014
2. SCHEDULE MEETINGS
3. REQUEST OF CITIZENS & PUBLIC COMMENT
4. APPOINTMENTS
5. PROCLAMATIONS

*White Cane Safety Day
Declaring October as Domestic Violence Awareness Month*
6. STAFF REPORTS
7. CITY COUNCIL COMMENTS
8. MAYOR COMMENTS
9. COMMITTEE RECOMMENDATIONS

*Finance Committee Meeting: 10/1/14
Recommend increase in Part-Paid Firefighter Wages*
10. BID OPENING
BID AWARDS
11. PUBLIC HEARINGS
 - A. **ORDINANCE NO. 1273:** An Ordinance Enacting A New Section 20-11 Of The Code Of Ordinances Of The City Of Miles City, Entitled "Maintenance Of Public Right Of Way"

- B. **ORDINANCE NO. 1274:** An Ordinance Enacting A New Section 22-151 Of The Code Of Ordinances Of The City Of Miles City, Entitled "Refusal To Submit To Alcohol/Drug Breath And/Or Blood Test"
- C. **ORDINANCE NO. 1277:** An Ordinance Amending Ordnances 1073 And 1262 And Revising " Administration Rules Of The City Of Miles City Water And Sewer Services, Accounts, Delinquencies And Termination"
- D. **ORDINANCE NO. 1278:** An Ordinance Revising Section 11-77 Of The Code Of Ordinances Of The City Of Miles City, Montana, Adopting The 2012 International Fire Code, And Notice Of Intent
- E. **RESOLUTION NO. 3713:** A Resolution Of The City Council Of The City Of Miles City, Montana Establishing Administrative Fees And Charges For Processing Citations In City Court
- F. **TIFD - Tax Increment Financing District**

12. **UNFINISHED BUSINESS**

- A. **ORDINANCE NO. 1273:** *(Second Reading)* An Ordinance Enacting A New Section 20-11 Of The Code Of Ordinances Of The City Of Miles City, Entitled "Maintenance Of Public Right Of Way"
- B. **ORDINANCE NO. 1274:** *(Second Reading)* An Ordinance Enacting A New Section 22-151 Of The Code Of Ordinances Of The City Of Miles City, Entitled "Refusal To Submit To Alcohol/Drug Breath And/Or Blood Test"
- C. **ORDINANCE NO. 1277:** *(Second Reading)* An Ordinance Amending Ordnances 1073 And 1262 And Revising " Administration Rules Of The City Of Miles City Water And Sewer Services, Accounts, Delinquencies And Termination"
- D. **ORDINANCE NO. 1278:** *(Second Reading)* An Ordinance Revising Section 11-77 Of The Code Of Ordinances Of The City Of Miles City, Montana, Adopting The 2012 International Fire Code, And Notice Of Intent
- E. **RESOLUTION NO. 3713:** *(Second Reading)* A Resolution Of The City Council Of The City Of Miles City, Montana Establishing Administrative Fees And Charges For Processing Citations In City Court

13. **NEW BUSINESS**

- A. **RESOLUTION NO. 3742:** A Resolution Of Intent To Establish An Economic Development Revolving Loan Fund For Business Retention And Expansion
- B. **RESOLUTION NO. 3748:** A Resolution Approving A Consulting Agreement Between The City Of Miles City And Land Solutions, LLC, A Montana Limited Liability Company, For Land Planning Services
- C. **RESOLUTION NO. 3749:** A Resolution Authorizing The City Of Miles City To Enter Into A Montana Department Of Commerce Treasure State Endowment Program Contract For Improvements To The Wastewater Treatment Plant In Miles City, Montana
- D. **RESOLUTION NO. 3750:** A Resolution Establishing Wages And Salaries For City Employees For Fiscal Year 2014-2015
- E. **RESOLUTION NO. 3751:** A Resolution Authorizing The City Of Miles City To Enter Into A Wireless Communication Easement Agreement With Unison Site Management LLC, A Delaware Limited Liability Company

- F. **RESOLUTION NO. 3752:** A Resolution Declaring The City Council Intent To Create A Miles City Downtown Urban Renewal District With Tax Increment Authority; Declaring The Existence Of Blight Within The Miles City Downtown Urban Renewal Area
- G. **RESOLUTION NO. 3753:** A Resolution Authorizing The City Of Miles City To Enter Into A Standard Agreement For Professional Services With DOWL HKM For Services Related To A Miles City Water & Sewer Capacity Study
- H. **RESOLUTION NO. 3754:** *(First Reading)* A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2014-2015 To Increase The Budgeted Amount In Fund # 1000-009-410540-143 To Provide Funding For Health Insurance For The City Treasurer
- I. **RESOLUTION NO. 3755:** A Resolution Authorizing The City Of Miles City To Enter Into A Net Profits Agreement With Unison Site Management, LLC, A Delaware Limited Liability Company
- J. **RESOLUTION NO. 3756:** A Resolution Revising City Of Miles City Personnel Policies Regarding Employment Information And Employee Benefits
- K. **SITE PLAN APPROVAL: WST (Water Science Technologies) – Hwy 12E & Sprandel Lane**
- L. **APPROVAL OF SEPTEMBER CLAIMS**

14. ADJOURNMENT

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

REGULAR COUNCIL MEETING September 23, 2014 7:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, September 23, 2014, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor C.A. Grenz called the meeting to order. Council Members present were Roxanna Brush, Dwayne Andrews, Ken Gardner, Susanne Galbraith, Sheena Martin, John Hollowell and Jerry Partridge. Councilperson Mark Ahner was absent.

Also present were Public Works Director Scott Gray, Police Chief Doug Colombik, Animal Control Officer Brian Certain, Retired Senior Volunteer Program Officer Betty Vail, City Attorney Dan Rice, Interim Fire Chief/Battalion Chief Cameron Duffin, Floodplain Administer/Auto Cad/Assistant PWPV Samantha Malenovsky, Grant Writer/Planner in Training Dawn Colton, and City Clerk/Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Grenz led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 9/9/2014

- ** *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of September 9, 2014, seconded by Councilperson Gardner and **passed** unanimously, 7-0.*

Finance Committee Meeting: 9/4/2014

- ** *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of September 4, 2014, seconded by Councilperson Gardner and **passed** unanimously, 7-0.*

Flood Control Committee Meeting: 9/4/2014

- ** *Councilperson Gardner moved to approve the minutes of the Flood Control Committee Meeting of September 4, 2014, seconded by Councilperson Andrews and **passed** unanimously, 7-0.*

Flood Control Committee Meeting: 9/10/2014

- ** *Councilperson Gardner moved to approve the minutes of the Flood Control Committee Meeting of September 10, 2014, seconded by Councilperson Brush and **passed** unanimously, 7-0.*

Public Safety Committee Meeting: 9/16/2014

- ** *Councilperson Brush moved to approve the minutes of the Public Safety Committee Meeting of September 16, 2014, seconded by Councilperson Partridge and **passed** unanimously, 7-0.*

Human Resources Committee Meeting: 9/17/2014

- ** *Councilperson Brush moved to approve the minutes of the Human Resources Committee Meeting of September 17, 2014, seconded by Councilperson Andrews and **passed** unanimously, 7-0.*

SCHEDULE MEETINGS

- Human Resources Committee: 6:00 pm Tuesday, October 7

REQUEST OF CITIZENS & PUBLIC COMMENT

Alan Hulse, MMIA, RE: Special Events Insurance/Liability

- Explained that money is paramount and not all events are the same. The City will need flexibility on the amount of insurance coverage, and would need to ask what the event is, and how bad the City wants it.
- He thought that putting all the details in an Ordinance might be a problem, and suggested the City of Miles City write a policy and attach forms that would have checklists that conform to the event and insurance coverage.
- Create an Ordinance that requires a permit if you are going to hold an event. Then within that permit process, you will have the ability to require insurance associated with the event.
- Black and white answer is to ask for \$1.5 million on all events, but it makes it difficult when comparing a bake sale to a street dance. MMIA is not going to tell the City what dollar amount the insurance should be.

- There are certain events that should have the \$1.5 million coverage, and they are under State law 10.2.9.

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Daniel Rice, City Attorney

- Reported on the Water Court, saying Mr. Gilbert has prepared a motion to amend the claim regarding the Oasis, along with affidavits for several City staff members, which will be signed soon. Mr. Gilbert will be filing the motion shortly, and will request that the DNRC and BIA review the motion and affidavits to see if all concerns are cleared up. If all concerns are clear, both entities should withdraw their objections. If some issues remain unresolved, Mr. Gilbert will request stipulations to all portions of the objections which have been resolved. He expects an update from DNRC shortly, and BIA within about six weeks.

Cameron Duffin, Interim Fire Chief/Battalion Chief

- Announced that tomorrow morning, September 24, 2014, there will be an exercise using an oil boom across the river to protect the water plant in case of an oil spill-. This equipment took a year to get, and he was very proud that the City of Miles City was chosen to receive it. The equipment was donated by Exxon Mobile.

CITY COUNCIL COMMENTS

John Hollowell

- Asked if anyone had looked at the property on Box Elder. Mayor Grenz reported that Director Gray and himself drove by the property, and didn't think it was a junk yard. Director Gray stated that most of the vehicles could be restored and didn't think there was an active business.

MAYOR COMMENTS

Reported that Vicki Hamilton had requested that the City and County combine as one Health Board. He thought by doing so, it would save the taxpayers thousands of dollars.

STANDING COMMITTEE RECOMMENDATIONS

A. Finance Committee: *Land Lease at Water Treatment Plant (Jim Dighans)*

Councilperson Galbraith explained that the Finance Committee didn't think that raising cattle in that area would be a good fit for the Pumping Plant, Waterwork Museum or Park.

Attorney Rice explained that nothing dies in committee. He added, if Council wants to make a motion that would generate a resolution, then this would be the time.

****** *No motion was made.*

B. Public Safety Committee: 9-16-14 Recommend Approval of Proposed Police Department Policies, with Amendments

Attorney Rice explained that State statute states that the Mayor will establish policy procedures for the Police department, and The City of Miles City's policy states that anything involving the Police Department will go to the Public Safety Committee. He and Chief Colombik put together an executive order to put the policies in place, subject to Council feedback.

Councilperson Galbriath would like more information on how the Police Department handles intellectual handicaps. Chief Colombik said that his employees handle those situations in a very professional manner, but he will look into it further.

BID OPENING

None

BID AWARDS

None

PUBLIC HEARINGS

Ordinance No. 1275: An Ordinance Changing The Zoning Of Tract A of Document # 153542, Envelope 500b, And Located Within Section 11 Of Township 7 North, Range 47 East, M.P.M., From Agriculture District Zone To General Commercial Zone, And Providing For a Hearing

Thereon (Request from Brad Certain on Highway 59 South)

Mayor Grenz called for comments from proponents.

Brad Certain, owner of the land, explained that he would like to prove that the area in question is not a spot zoning area.

- ❖ Little Factor #1- *Exiting land use*: Predominately the land use in that area is agricultural. There is land right across the road from him that has been a business for about 50 years, Pyle Construction Inc, LLC. One piece of property that separates him from City property is the Todoroff property, currently listed as agricultural property, possibly commercial. He said there are businesses such as Rolling Rubber and Bobcat in the surrounding area.
- ❖ Little Factor #2- *Relatively small*: His land is 55 acres, which he considers relatively small in Montana.
- ❖ Little Factor #3- *Would the zoning give preferential treatment to one or more surrounding land owners or general public*: He said absolutely not because all the surrounding land is agriculture. He thought by rezoning his land as commercial, it would make the land around him increase in value.

Ken Stabler, 8114 East Valley Drive, said that all the land in that area is agriculture. If we're going to have any growth in Miles City, it will have to be on agriculture land. Nobody in that area wants it in their back yard, so they want to push it in a different direction, but there is nowhere that the City can grow without this problem.

John Laney, 511 Pleasant Street, Chamber of Commerce, said that one of the criteria in the spot zoning missed by Mr. Certain was the question is it for public good. As we stand right now, we don't have any land inventory except for that area to grow. He added that he does feel bad for the people who have been displaced, but that needs to happen so Miles City can grow.

Mayor Grenz called for comments from proponents three times.

Mayor Grenz called for comments from opponents three times.

Bill Oftedal, 960 Highway 59 South, said that land owners in that area does not want industrial development, they want the land for homes. He felt if the zoning is approved, 59 South would end up looking like the junk yard on the Baker Highway. He felt that the people who will build

covenants in that area will build, make their money and move away.

Sharon Oftedal, 960 Highway 59 South, being sick, asked all Councilpersons to read her letter dated September 9, 2014.

Attorney Gary Ryder said Mullen's Reality indicated that mixing property with commercial and resident is not good for the value of property. People have no idea what is going to be built on the area in question. He thought the land owner is asking for a political favor to change the nature of the property. There is no annexation plan in place, so there is no way that rezoning the property would help the tax base. He felt that there is a lot of land in all directions that the City could chose to grow. Zoning is to protect the land value. He asked the Council to deny the request, because it was premature and not planned.

Peggy Pyle, 268 Cemetery Road, felt that the zoning was in place to protect the land owners, and she wanted to keep the value of her land.

Mayor Grenz then called for comments from opponents three times.

Mayor Grenz then called for comments from proponents.

Brad Certain, owner of the land, declared again that Pyle Construction LLC is an active business. From the picture presented he said it has obviously been a construction site for many years. He also presented a picture that was pulled from the internet that shows Todoroff's property being sold as agriculture, with a note on the bottom "developing into commercial or residential is there". Since the zoning board had approved the zoning, he asked for the Council's blessing.

Mayor Grenz then called for comments from proponents three times.

*Mayor Grenz then called for comments from opponents three times.
There were no more opponent comments, and the hearing was closed.*

UNFINISHED BUSINESS

- A. ORDINANCE NO. 1275:** An Ordinance Changing The Zoning Of Tract A Of Document # 153542, Envelope 500b, And Located Within Section 11 Of Township 7 North, Range 47 East, M.P.M., From Agriculture District Zone To General Commercial Zone, And Providing For a Hearing Thereon

Facilitator Dave DeGrandpre, explained that in order for spot zoning to be considered illegal, the City Council must find that all three of the little factors are present. He also reminded the Council that no matter what the final decision is, the issue could possibly end up in Court, so everyone should protect themselves by considering all the facts and address them with comments. He asked the Council to pull the Staff report and answer all eight criterias and guidelines in the report.

1. Does the proposed zone change comply with the Miles City Growth Policy?

- Councilpersons Hollowell, Gardner and Brush felt that the City of Miles City growth policy planned on developing East and South of the community.

2. Is the proposed zone change designed to secure safety from fire and other dangers?

- Councilperson Hollowell thought that with the annexation in that area, it would provide the protection of the Miles City Police Department. Increased traffic will be controlled through an annexation policy that controls what is going in the area.
- Councilperson Andrews thought that there would be easy access for the Police and Fire Departments.
- Mayor Grenz said that Montana Department of Transportation had approved two accesses in the area.
- Councilperson Gardner agreed with Councilperson Hollowell.

3. Is the proposed zone change designed to promote public health, public safety, and the general welfare?

- Councilperson Galbraith said it was a big unknown at this time. She was wondering when Montana Department of Transportation would address the access issue.
- Facilitator DeGrandpre said that the Montana Department of Transportation would look at how the land is being used, then they would look at resources, such as turn lanes, lights, etc.
- Councilperson Brush mentioned that besides the traffic issue, the zone change would cause the property to be developed. When this happens, there would be things like water retention and storm water prevention, which would make the area better for humans and animals.

4. Is the proposed zone change designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public facilities?

- Councilperson Brush said that the property is by the highway that MDOT would take care of. There is no water and sewer to the property at this time, but would come with development. Everyone in that area has access to school facilities; there is no bus service and there are already utilities and mail delivery in the area.
- Mayor Grenz asked if there is an easement for water and sewer.
- Attorney Rice explained that it would happen with subdivision.
- Councilperson Hollowell agreed with Councilperson Brush. He added that water and sewer isn't an issue at this time, and didn't see a need for a park at this time.
- Councilperson Gardner agreed with Councilpersons Brush and Hollowell. He said necessity is the mother of invention and in order to move ahead, there would be a lot of issues to deal with.

5. Does the proposed zone change provide reasonable provision of adequate light and air?

- Councilperson Gardner said that with 55 acres, he didn't see where it would affect not having adequate light and air.
- Councilperson Hollowell agreed with Councilperson Gardner.

6. How would the proposed zone change affect motorized and non-motorized transportation systems?

- Councilperson Galbraith agrees that the rezone would not affect the motorized and non-motorized transportation system.
- Councilperson Gardner thought that it was premature and would have to wait to see if there were any signage changes made by Montana Department of Transportation.
- Councilperson Hollowell said it might be more dangerous to bike riders because of the two lane highway.
- Councilperson Brush agreed that there is no effect to transportation in that area.

7. Does the proposed zone change promote compatible urban growth and is it suitable for the proposed land use?

- Mayor Grenz asked Facilitator DeGrandpre to explain the

difference between General Commercial and Industrial Commercial.

- Facilitator DeGrandpre read from the City of Miles City Zoning policy. General Commercial provides for business and services that may require large storage space, may be open in the evening, may generate large volume of traffic, and are serving the extraordinary needs of the community, for example grocery stores, restaurants and hotels. Industrial Commercial is manufacturing of products, for example lumber mills.
- Councilperson Hollowell said Haynes Avenue is General Commercial, so he would agree. He also thought that General Commercial would be compatible with the area.
- Councilperson Brush said that Haynes Avenue is Commercial along the highway and there is housing behind it. She thought it would be compatible.
- Councilperson Gardner thought the site was compatible to General Commercial.

8. Would the proposed zone change conserve the value of building and encourage the most appropriate use of the land?

- Councilperson Hollowell said that he didn't see a problem with building on the site, and thought it would increase the value of the land.
- Councilperson Brush thought that the property would look like the rest of Haynes Avenue, which would be an appropriate use of the land.
- Councilperson Martin said there is room to have a residential area behind the commercial area, and thought the value of the land would increase.

Facilitator DeGrandpre explained to the Council that if all three of the little factors are met, then rezoning is prohibited. If two of the three are met then rezoning could be considered.

Little Factor #1: Is the proposed land use significantly different from the prevailing use in the area?

- Councilperson Hollowell asked what the prevailing would be.
- Attorney Rice said that the prevailing area would change according to the area you are in.
- Councilperson Brush said that the area in question is about 1000 feet from another building. It is logical that we zone land

commercial that is next to commercial. When the City zones land it is not necessary to zone consecutive land, we can skip one or two, and zone the next one. It's not that far from the other Commercial properties in the area.

- Councilperson Gardner explained that because of the close proximity to other commercial properties, he thought it would be all right to zone the area in question commercial.
- Councilperson Hollowell agreed with Councilperson Brush.

Facilitator DeGrandpre asked the Council if it was safe to say that the mixture of the land usage, and the proposed General Commercial zoning is not terribly different from other land usage in the area.

All Councilpersons voted yes on Little Factor #1.

Little Factor #2: Is the area rather small from the prospective number of separate landowners benefitting from the proposed change?

- Councilpersons Brush, Hollowell and Gardner agreed that the area is small.

All Councilpersons voted yes on Little Factor #2.

Little Factor #3: Would the change be special legislation designed to benefit only one or a few landowners at the expense of the surrounding landowners or the general public?

Facilitator DeGrandpre asked the Council to vote on the first part of the question. Would the change be special legislation designed to benefit only one or a few landowners?

- Councilperson Martin said no, because if you look at the material presented, there is commercial property in close proximity.

Facilitator DeGrandpre asked the Council to vote if they thought the zone would be at the expense of the surrounding landowners?

- Councilperson Galbraith said that according to the letters submitted from landowners, she is going to say yes. She added that each of the landowners appreciates the rural area, and you can't put a value on that.
- Councilperson Gardner thought that the land owners would

benefit because with real estate the number one rule is location, location, location. He also thought that the close proximity of other Commercial property is a deciding factor.

- Councilperson Martin said if you look at subdivision in that area, it will bring in residents and General Commercial. There is a lot of fear of the negative, but there is a lot of positive also, such as resale.
- Councilperson Hollowell agreed with Martin, but the change to General Commercial would be at the landowners' expense.
- Councilperson Brush said that property owners adjacent to the area are in favor of the change. She said that the majority of the property owners do agree with the zoning.

Facilitator DeGrandpre asked the Council to vote if they thought the zone change would be at the expense of the general public.

- Councilperson Hollowell thought that the general public wants the change and is in favor of the rezone.
- Councilperson Brush said that it is valuable to the growth of the City of Miles City, but would be at the expense of the general public. But, if the City doesn't have growth, it would hurt taxpayers.
- Councilperson Andrews thought it would be a positive step forward for the general public.
- Councilperson Gardner thought that the rezone would benefit the public by increasing job opportunities. It works with the City's program and it would increase commercial outlets. He thought it would be a major impact to the City of Miles City and overall a big impact to the City's finances.
- Councilperson Galbraith agreed with Councilperson Gardner

Councilpersons Andrews and Galbraith voted yes to Little Factor #3, and Councilpersons Brush, Hollowell, Gardner, Martin and Partridge voted no.

*** Councilperson Galbraith moved to approve Ordinance 1275, read by title only and seconded by Councilperson Bush. On roll call vote, the motion passed by unanimous consent, 7-0.*

NEW BUSINESS

- A. ORDINANCE NO. 1277:** An Ordinance Amending Ordinance 1073 and 1262 And Revising “Administrative Of The City Of Miles City Water And Sewer Services, Accounts, Delinquencies And Termination

****** *Councilperson Galbraith moved to approve Ordinance 1277, read by title only and seconded by Councilperson Hollowell. After a brief discussion and on roll call vote, the motion passed by unanimous consent, 7-0. Ordinance No. 1277 was referred to Finance Committee.*

- B. Confirmation of New Firefighter Eric Hartse**

Interim Fire Chief/Battalion Chief Cameron Duffin recommended Eric Hartse be approved as a new firefighter. He said Mr. Hartse has been recommended by his peers and has many assets and skills that will benefit the Fire Department.

****** *Councilperson Galbraith moved to approve confirmation of new firefighter Eric Hartse and seconded by Councilperson Gardner. On roll call vote, the motion passed by unanimous consent, 7-0.*

- C. Request for Small Donation for Retirement Gift for Alec Hanson, Montana League of Cities and Towns**

Mayor Grenz explained that Mr. Hanson had been a lobbyist for Montana Cities for a lot of years. He felt that Mr. Hanson helped with the passing of many laws that benefitted The City of Miles City.

Councilperson Partridge agreed and didn't think \$50.00 was enough.

****** *Councilperson Brush's moved to approve a donation of \$50.00 to Alec Hanson and seconded by Councilperson Galbraith. On roll call vote, the motion passed by unanimous consent, 7-0*

- D. Council Review, Revisions and Recommendations on the Draft of the Tax increment Finance District Urban Renewal Plan, prior to public meeting**

Steve Zeier of Zeier Consulting, LLC explained the Tax Increment Finance District Urban Renewal Plan was in the packet for Council's comment and approval. He would like comments sent to Historic Preservation Officer Connie Muggli by noon on Friday, September 26th. He announced that there will be a public meeting discussing the plan on October 2, 2014, at 6pm. It will be held in Room 106 at Miles Community College.

E. RESOLUTION NO. 3743: A resolution Relating to Financing of Certain Proposed Projects; Establishing Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code

*** Councilperson Galbraith moved to approve Resolution 3743 by title only and seconded by Councilperson Brush. After a brief discussion and on roll call vote, the motion passed by unanimous consent, 7-0*

F. 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

*** Councilperson Andrews moved to approve Resolution 3744 by title only and seconded by Councilperson Gardner. After a brief discussion and on roll call vote, the motion passed by unanimous consent, 7-0*

G. RESOLUTION NO. 3745: A Resolution Revising City Of Miles City Personnel Policy Regarding Employment Anti-Discrimination Practices, And Recruiting And Hiring

Mayor Grenz asked that on Section 2-A, page 13, first paragraph under application screening, the words "or designee" be added after Mayor.

*** Councilperson Brush moved to approve Resolution 3745, by title only and Seconded by Councilperson Gardner. On roll call vote, the motion passed by unanimous consent, 7-0*

*** Councilperson Brush moved to amend her motion to add the words "or designee" after the word Mayor in section 2-A, on page 13, under application screening, first paragraph (A). Councilperson Andrews seconded the motion, then passed 7 -0.*

H. RESOLUTION NO. 3746: A Resolution Creating A Sick And

Vacation Leave Donation Policy Within The City Of Miles City
Personnel Policies

*** Councilperson Gardner moved to approve Resolution 3746 by title only and seconded by Councilperson Andrews. After a brief discussion and on roll call vote, the motion passed by unanimous consent, 7-0*

I. 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

Grant Writer/Planner in Training Colton explained the amendment is an aggregation of lots and then relocation of the boundary line. There were some non-conforming uses that the Board of Appeals approved and they made some variance for those, so they are correct. The boundary adjustment created an undersized lot that was approved last week by the Board of Appeals. Without the approval of the resolution, if the building on the lot would be damaged over 50%, the land owner cannot rebuild.

*** Councilperson Galbraith moved to approve Resolution 3747, by title only and seconded by Councilperson Hollowell. On roll call vote, the motion passed by unanimous consent, 7-0*

J. Council Decision to Initiate an Investigation into the Floodplain Administrator, Pursuant to MCA 7-4-4113

The majority of the Councilpersons felt that the disciplinary process was the Mayor's duty and they shouldn't be involved in the process.

Councilperson Hollowell felt that there is a \$42 million project in the future, and he didn't want misinformation to be an issue.

*** Councilperson Galbraith moved to approve an investigation into the floodplain administrator and seconded by Councilperson Partridge. On roll call vote, the motion failed by a vote of 4-3, with Councilperson Galbraith, Partridge and Hollowell voting yes, and*

*Councilperson Gardner, Martin, Brush and Andrews voting
no.*

ADJOURNMENT

****** *Councilperson Brush moved to adjourn the meeting, seconded by
Councilperson Galbraith passed unanimously, 7-0.*

The meeting was adjourned at 9:50 p.m.

C.A. Grenz, Mayor

**Lorrie Pearce
City Clerk**

Finance Committee Meeting October 1, 2014

The **Finance Committee** met Wednesday, October 1, 2014, at 6:00 p.m. in the City Hall Conference Room. Present were Committee Members Sue Galbraith, Sheena Martin, and Dwayne Andrews. Committee Member John Hollowell was absent.

Also present were Councilperson Roxanna Brush, Firefighter Sarah Young, Utility Billing Clerk Patti Bishop, Swimming Pool Manager Tonya Chapweske, Public Works Director Allen Kelm, Public Utility Director Scott Gray, Grant Writer/Planner in Training Dawn Colton, Interim Fire Chief/Battalion Chief Cameron Duffin, and Recorder/City Clerk Lorrie Pearce. Mayor C.A. Grenz arrived later.

Request of Citizens

None

Approval of requesting bids on front end loader

- * * *Committee Member Andrews moved to approve the letting of bid on a front end loader. The motion was seconded by Committee Member Martin. After a brief discussion the motion passed unanimously 3-0.*

Review bids on sweeper for Parks Department

Director Gray explained that the Park is in need of a new sweeper. One of the sweepers breaks down all the time, and the other sweeper is 15 years old. He said the Park has used sweepers from SmithCo before, and is not impressed by them. He recommended purchasing the Weidenmann Sweeper at a price of \$29,975 because it is PTO driven and you can haul more grass because it mulches and packs more material in the bag. Director Gray added that the purchase of the sweeper was in the budget for an amount of \$30,000.

- * * *Committee Member Andrews moved to recommend to Council the approval to purchase the Weidenmann Sweeper for \$29,975. The motion was seconded by Chairperson Galbraith and passed unanimously 3-0.*

Review DOWL-HKM Contract for Water/Sewer Capacity Study

Director Kelm explained that the water/sewer study will be paid by three sources. \$50,000 will be paid by an EDA grant, \$35,000 will be paid by City money or in kind match, and \$15,000 will be paid by funds collected from Custer County. He added that the \$100,000 study will investigate the capacity of water and sewer in the areas where there is a lot of developing going on. The study will also tell the City if the transmission line can get the water to and from these areas, and if not, what the City needs to do to complete the service. The cost for the study is in the budget.

- * * *Committee Member Andrews moved to recommend to Council approval of DOWL-HKM contract for Water/Sewer Capacity Study. The motion was seconded by Councilperson Martin and passed unanimously 3-0.*

Review Resolution No. 3748: A Resolution Approving A Consulting Agreement Between the City of Miles City and Land Solutions, LLC, A Montana Limited Liability Company, for Land Planning Services

- * * *Committee Member Andrews moved to recommend to Council approval of Resolution No. 3748. The motion was seconded by Committee Member Martin. After a brief discuss the motion passed unanimously 3-0.*

Review 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"

Utility Clerk Bishop explained the changes:

- Added the notices and letters to the policy
- Not sending tenants copies of the last bill, will be sent to the Landlord
- Delinquent meaning was clarified
- Clarified payment types on contract
- Added the ACH payment

- * * *Committee Member Andrews moved to recommend to Council approval of Ordinance No. 1277 and to include the new ACH payment form in the packet. The motion was seconded by Committee Member Martin and passed unanimously 3-0.*

Review increase of wages for part paid firefighters

Interim Fire Chief/Battalion Chief Cameron Duffin explained that the department is rewriting the job descriptions for part paid firefighters. The change will utilize them in major incidents, and that could be an extra saving of 43%. He said the cost for the part time firefighters is already in the budget for fire and ambulance. He thought that the .10 they receive when confirmed is not enough to keep them.

Councilperson Brush asked if the part paid firefighter is a union position. Fire Chief/Battalion Chief Duffin answered no, and that's why the wages have been stagnant for so long.

Chairperson Galbraith asked how many part time firefighters the City has. Fire Chief/Battalion Chief Duffin said approximately 10. Chairperson Galbraith asked what the turnover was, and Fire Chief/Battalion Chief Duffin said that it varies. He said one part time firefighter has been working for the City 17 years, and the City just hired a new one recently.

Councilperson Andrews said that he hated the timing, and thought the change should be completed and approved at budget time.

* * *Committee Member Martin moved to recommend to Council approval of the increase in wages for part paid firefighters. The motion was seconded by Chairperson Galbraith and passed with a vote of 2-1. Committee Member Andrews voted no.*

Review Health Insurance for City Treasurer

Chairperson Galbraith explained that at Council meeting while approving this year's budget, she gave bad information. When the issue came up to give the Mayor insurance, there was a motion to also cover the Treasurer. During that time, she stated that if the Treasurer's insurance was approved, the budget wouldn't be balanced, so the motion was removed. She said that there was a \$5,000 change in the budget that she didn't add into her calculation, so giving the Treasurer insurance at a cost of \$5,020 would not unbalance the budget. She thought the whole Council needed to know.

Mayor Grenz said that the position used to be full time. Then when a previous Treasurer retired, the position was approved by Council to work part time at a wage of \$10,000 a year. He added that the salary has doubled and Miles City is the only Class 2 City that has a Treasurer.

Committee Andrews said he was against it at this time. He felt it should have been approved during budget time.

* * *Chairperson Galbraith moved to recommend to Council approval of health insurance for the City Treasurer. The motion was seconded by Committee Member Martin and, on roll call vote, passed by a vote of 2-1. Committee Member Andrews voted no.*

Discussion on purchasing swimming vouchers from donation received

Firefighter Young suggested that next year the City makes available free swimming lesson vouchers to anyone who is interested in learning to swim. She said she has several businesses that are ready to donate to the cause. She felt that prevention is more successful than rescue.

Director Kelm thought that a list of criteria's should be the first step in the process.

Director Kelm and Gray will work with Swimming Pool manager Chapweske and Firefighter Young to present a list of criteria's to the Finance Committee at a later date.

Adjournment

There being no further business, Committee Member Hollowell moved to adjourn the meeting, seconded by Committee Member Andrews. The meeting was adjourned at 7:11 p.m.

Respectfully Submitted:

Chairperson Susan Galbraith

City Clerk Lorrie Pearce

Human Resources Committee October 7, 2014

The **Human Resources Committee** met Tuesday, October 7th, 2014, at 6:00 p.m. in the Conference Room at City Hall. Present were Chairperson Roxanna Brush and Committee Members Sheena Martin and Ken Gardner. Committee Member Mark Ahner was not present. Also present was Public Utilities Director Al Kelm, City Attorney Dan Rice, HR and Risk Management Programs Manager for MMIA John Cummings (via landline) and Committee Recorder HR/Payroll Officer Billie Burkhalter.

1. **Review and Recommendation of Updated Policy:**

- a. **Compensatory Credits for Exempt & Non-Exempt Employees**
 - Policy Version 1
 - Policy Version 2

HR Officer Burkhalter explained that she has remodeled the current “Overtime and Compensatory Time Non Bargaining Unit” policy by separating it into two policies: “Exempt vs. Non-Exempt Employee Status” and “Compensatory Credits for Exempt & Non-Exempt Employees –Not Covered by a Collective Bargaining Agreement”. For purpose of this section of the meeting she requested the Committee address the Policy Version 1 and Policy Version 2 of the “Compensatory Credits for Exempt & Non-Exempt Employees –Not Covered by a Collective Bargaining Agreement”.

HR Officer Burkhalter explained that, due to the complexity of this policy, she had requested John Cummings, the Human Resources Manager for MMIA, and City Attorney Dan Rice to weigh in on this discussion. HR Manager John Cummings spoke via landline to the Committee. HR Officer Burkhalter explained that she has proposed two different versions of this policy. The 1st version follows the original policy closely, as it offers a monetary value for accumulated compensatory time to exempt employees. The 2nd version does not allow monetary compensation for accumulated compensatory time for exempt employees and only allows these employees to use it for leave time. She explained that the reason for doing this is that Mr. Cummings submitted a letter to the City concerning issues with some of our personnel policies. This policy is one that he cited as a problem, as allowing exempt employees compensation for accumulated compensatory time could potentially endanger the status of those employees that fall under an exempt position.

HR Manager Cummings stated that after doing more research into this subject, he found that the information is mixed. The standard process for exempt employees is that they often do not receive compensatory time. He stated that in no other City or Town that he knows of, in a governmental setting, do exempt employees receive cash payment for compensatory time. He explained that with regard to the Department of Labor, Wage and Hour Laws, a concern is that the more an employer treats an exempt employee like a non-exempt employee, there exists the possibility that those employees

exempt status might be at risk.

HR Manager Cummings stressed that it is very important to classify an employee correctly; there is criteria that needs to be met to be exempt. The idea of an exempt employee is that the position is paid at a higher level and there should be some flexibility to comings and goings during the workdays. An example of this is if it only takes 6 hours to get their work done, then they should be able to go home in 6 hours. If their work takes 10 hours, then they work the 10 hours. In theory, by the end of the year the hours should balance out. HR Manager Cummings explained that this concept is more difficult as a government employee, because of the high expectation of being at work 8 a.m. to 5 p.m. and being available to the public during those hours.

HR Manager Cummings stated he spoke with the Department of Labor, Wage and Hour and there is no provision that prohibits a governmental entity to pay compensatory time to an exempt employee. This policy would be a local government decision and not MMIA's decision.

Attorney Rice explained that he had the same results from his research, as he could not find another Montana State, City or Town that specifically is paying out for accumulated compensatory time. He did find that the policies were either offering the exempt employees to trade out the compensatory time hour for hour, or offering no option for compensatory time.

HR Manager John Cummings explained classifying an employee exempt can be somewhat of a gray area and the Federal guidelines can be difficult to follow. The City needs to clearly articulate why an employee's position is exempt or non-exempt. The City needs to be able to define by job description what exemption criteria these employees fall under.

Director Kelm asked Mr. Cummings if he knew of any other community that had a six year union contract. Mr. Cummings replied three years is common, but knew of no other City or Town that had that long of a contract.

Director Kelm explained that in the Engineering and Operations Department, there used to be 7 employees working and now there are only 5 employees. One of those positions focuses mainly on floodplain issues. The public and the Mayor expect them to be there eight hours a day. Right now the rapport with the public is very good and that is due to the extra time they put in. He explained the budget process starts in April and ends the first part of September, which consists of meetings and numerous preliminary, final, and revisions to the budget. Due to this lengthy process, he cannot take much time off during this time period. He questioned how he would be able to use his compensatory time when he is constantly maxed out on vacation and giving his hours back to the City?

Director Kelm explained that Department Heads work hard for the City and are doing the best job they can. They attend a lot of meetings, take phone calls after hours

and on the weekends and work a lot of hours that are never accounted for. When former Public Works Director Bruce Larson retired, the City did not fill his position for two years and, during this time, he was forced to work anywhere between 10 to 14 hours a day. This was not his fault that the position was not filled and he should be compensated for those extra hours. Director Kelm re-emphasized that the practice of cashing out compensatory time is not illegal.

Director Kelm pointed out that compensatory time is placed on every timesheet with a description of the work done. The Mayor reviews and signs these timesheets and can either question the time or deny it. He further stated that no other City has a six year union contract, so compensating for compensatory time may not be the standard practice, but neither is a six year contract.

HR Manager Cummings referred back to his letter to the City concerning jeopardizing the employee's exempt status. It becomes potentially a slippery slope when the City takes it to another level and is requiring certain hours to be worked, mandating certain schedules. The more the City or Town requires, can over time begin to jeopardize the exempt status of these employees.

City Attorney Rice explained that he would need to look further into the Department of Labor and the definitions of what makes an employee exempt or non-exempt. He would guess that the majority of exempt employees fall under the "Administrator" definition, with his position falling into "Professional" and the Mayor's position being "Executive". HR Manager Cummings pointed out that with an accurate job description, a Wage and Hour consultant can be contacted to help make the determination if an employee is exempt or not.

Attorney Rice felt the language in the current policy was very deliberate and precise when it references premium pay for exempt employees, and requested the minutes from when that policy was adopted.

Attorney Rice stated another factor to look at was if the City is requiring an exempt employee to be at work from 8 a.m. to 5 p.m. and is micromanaging an employee's time, then they are really treating them like a non-exempt employee. Director Kelm pointed out that his hours are from 7 a.m. to 4 p.m. and all of his time is accounted for. If he leaves for an hour or a day he has to turn in a leave slip to the Mayor for approval.

HR Officer Burkhalter requested the Committee to table the proposed "Exempt vs. Non-Exempt Employee Status" policy under the proposed Section 3: Employment Information, as she believes this policy needs further clarification.

*** Committee Member Martin moved to table both Version 1 and Version 2; Compensatory Credits for Exempt & Non-Exempt Employees –Not Covered by a Collective Bargaining Agreement" and "Exempt vs. Non-Exempt Employee Status" policies for further clarification. The motion was seconded by Committee*

Member Gardner and passed unanimously 3-0.

2. Review and Recommendation of New Policy

a. Section 3: Employment Information

HR Officer Burkhalter explained that she updated and remodeled the entire Personnel Policy Section 2: Pay and Classification, Section 5: Separation, and the following policies from Section 3: Workplace Standards; "Employee Record Keeping", "Performance Evaluation" and "Probation" and redefined them to "Section 3: Employment Information".

HR Officer Burkhalter compared the old policy and the new policy, explaining the updates and/or changes. The following are the requested additions and/or clarifications:

- Payroll Processing Guidelines Policy: Chairperson Brush requested HR Officer Burkhalter to keep working on a different payroll calendar system for administrative/salary employees.
- Basic Employee Classification and Eligibility for Benefits Policy: HR Officer Burkhalter requested under the Section Policy A: "#8". Transitional Employee that "Early Return to Work" be added to the end of the sentence.
- Employee Personnel Records Policy: HR Burkhalter requested that under Section Procedure "B". Records added or removed from file/retention: that the following language be added "(ii) At the discretion of the Director, a negative document may designate a target date for removal, so long as no further incidents have occurred prior to the target date. Upon reaching the target date, the Director must review the document and he or she may remove it from the personnel file. If the situation referred to in the document is still relevant, the Director may decide not to remove the negative document and may then assign another removal date in a separate writing, to be attached to the negative document in the personnel file." After further discussion, Chairperson Brush requested that language be added that states, at the employee's request.
- Employee Separation Policy: Chairperson Brush requested that Section Procedure No. "G" be removed from the policy until further clarification regarding exempt and non-exempt employees has been established.

*** Chairperson Brush moved to accept the above listed amendments to the proposed Section 3: Employment Information. The motion was seconded by Committee Member Martin and passed unanimously 3-0.*

*** Chairperson Brush moved to recommend to the City Council to adopt the proposed Section 3: Employment Information, with the exception of the "Exempt vs. Non-Exempt Employee Status" policy. The motion seconded by Committee Member Martin and passed unanimously 3-0.*

3. Review and Recommendation of New Policy

a. Section 4: Employee Benefits

HR Officer Burkhalter presented Section 4: Employee Benefits, to the Committee and explained that this does not replace any section in the current policy manual, as it has not been addressed before.

The Committee did not have any revisions to the proposed Section 4: Employee Benefits.

*** Committee Member Gardner moved to recommend to the City Council to adopt the proposed Section 4: Employee Benefits as presented. The motion was seconded by Chairperson Brush and passed unanimously, 3-0.*

4. Committee Member Comments

Committee Member Gardner thanked HR Officer Burkhalter for her hard work on updating the Personnel Policy manual.

5. Adjournment

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

The meeting was adjourned at 8:00 p.m.

Respectfully submitted,

Billie D. Burkhalter, Recorder

Chairperson Roxanna Brush

City of Miles City

WHITE CANE PROCLAMATION

WHEREAS, the white cane, which every blind citizen of our state has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment; and

WHEREAS, the white cane, by allowing every blind person to move freely and safely from place to place, makes it possible for the blind to fully participate in and contribute to our society; and

WHEREAS, every citizen should be aware that the law requires that motorists exercise appropriate caution when approaching a blind person carrying a white cane; and

WHEREAS, City of Miles City law also calls upon employers, both public and private, to be aware of and utilize the employment skills of our blind citizens by recognizing their worth as individuals and their productive capacities;

NOW, THEREFORE, I, C.A. Grenz, Mayor of Miles City, do hereby proclaim October 15, 2014, as

WHITE CANE SAFETY DAY

in the City of Miles City and do call upon our schools, and college, to offer full opportunities for training to blind persons; upon employers and the public to utilize the available skills of competent blind persons and to open new opportunities for the blind in our rapidly changing society; and upon all citizens to recognize the white cane as an instrument of safety and self-help for blind pedestrians on our streets and highways.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

PROCLAMATION

A PROCLAMATION DECLARING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, Domestic Violence is a serious crime that affects people of all races, ages, gender, and income levels; and

WHEREAS, Domestic Violence is widespread and affects over four million Americans each year; and

WHEREAS, one in three Americans have witnessed an incident of domestic violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate far higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services, and assistance to victims.

NOW, THEREFORE, IT IS PROCLAIMED by the Mayor and City Council of the City of Miles City, Montana, proclaim the month of October as Domestic Violence Awareness Month and urge the citizens of Miles City to work together to eradicate domestic violence from our community.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Miles City, Montana to be affixed on this _____ day of October, 2014.

C. A. Grenz, Mayor
Miles City, Montana

**Finance Committee 10/1/14
Recommendation**



Suppression
Ambulance

MILES CITY FIRE & RESCUE

Cameron Duffin, Fire Chief
Scott Moore, Battalion Chief

Prevention
Public Education

CITY OF MILES CITY

2800 Main Street
Miles City, MT 59301

Telephone: (406) 234-2235
Fax: (406) 234-8666

Finance Committee Members,

09-25-2014

PART-PAID HOUR WAGE INCREASE PROPOSAL

Current pay scale

Probationary Firefighter \$7.90

Confirmed Firefighter \$8.00

EMT Stipend \$1.00

Firefighter 1 \$.25

Firefighter 2 \$.50

Firefighter 3 \$.75

Proposed pay scale

Probationary Firefighter \$9.00

Confirmed Firefighter \$10.00

EMT Stipend \$2.00

Firefighter 1 \$1.00

Firefighter 2 \$1.50

Firefighter 3 \$2.00

Current pay scale

If a confirmed Part-Paid obtain their EMT and Completed all steps necessary to obtain Firefighter 1, 2, 3 they are making \$9.75 per hour

Proposed pay scale

If a confirmed Part-Paid obtain their EMT and Completed all steps necessary to obtain Firefighter 1, 2, 3 they will be making \$14.00 per hour.

Justification

In the 13/14 fiscal year we paid our Part-Paid Fire Fighters/EMT's a total of \$3,708.84 or 37% of the total budget in wages for Part-Paid. For the past several years it has been budgeted at \$6,000.00 for fire and \$4,000.00 for Ambulance for a total of \$10,000.00 in Part-Paid wages. Looking back through past budgets this trend for amount paid out in Part-Paid wages is consistent with the 13/14 budget since 09/10 budget. I believe the Part-Paid payroll budget was inflated for the "what if" scenario. If we increase the wages proposed above continuing with approximately the same hours worked it will increase the wages by roughly \$2,000.00 per fiscal year to a total of 57% of the total Part-Paid wage budget. That still leaves plenty in the budget for that "what if" scenarios or call volume increases. We are currently rewriting the roles and responsibilities of Part-Paid's for MCFR in order to give them more stock or interest in the department along with more responsibilities and helping cover more incidents. With that being said I believe in order to recruit and retain the caliber of employee we are looking for the wages need to be increased to do so.

On a side note over the years the City has had to increase the base pay for Part-Paid Fire Fighter just to meet the State of Montana's minimum wage clause. In doing so it has closed the gap between a probationary wage and a confirmed wage to only .35 cents difference. This happens only after on the average of 1 year of training time (about 12-20 hours per month) that is donated by the employee. I feel this is a progressive step forward in improving MCFR and the service we provide to the Citizens of Miles City and Custer County. Thank You for your time and consideration into this matter. I would welcome and encourage any questions that the Finance Committee Members may have.

Respectively,

Interim Chief Cameron Duffin

RESOLUTION NO. 3642

A RESOLUTION ESTABLISHING WAGES AND SALARIES FOR CITY EMPLOYEES FOR FISCAL YEAR 2013-2014

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

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

That the following wages and salaries paid to city employees for the fiscal year 2013-2014 shall be as follows:

POSITION	AMOUNT	FREQUENCY
Elected and Appointed		
City Council:	\$250.00	per month
City Court Judge:	\$1,666.67	per month
Mayor:	\$1,416.68	per month
Treasurer:	\$1,666.67	per month
City Attorney:	\$150.00	per hour
Deputy City Attorney:	\$2,250.00	per month
Airport Manager:	\$4,333.34	per month
Historic Preservation Officer:	\$10.94	per hour
Administrative/Finance		
City Clerk:	\$2,946.67	per month
Deputy City Clerk:	\$2,967.47	per month
Human Resources/Payroll Officer:	\$3,391.28	per month
Public Services		
Director of Public Utilities:	\$5,061.34	per month
Director of Public Works:	\$4,872.40	per month
Planner In Training / Grants Administrator:	\$2,829.48	per month
Flood Administrator/Engineering Tech:	\$3,117.07	per month
Water/Wastewater Plant Supervisor:	\$3,740.54	per month
Fire Department		
Chief:	\$4,429.35	per month
Probationary Part-paid Firefighters	\$7.80	per hour

Part-paid fire fighters who have achieved the Basic Fire Fighter Certification will be paid a base wage of \$7.80 per hour, during their six-month probationary period. Upon successful completion of their probationary period, the base rate is increased to \$8.00 per

hour. Beginning with the initial hiring, part-paid fire fighters are entitled to the following increases to their base pay: \$1.00 per hour for E.M.T., \$.25 per hour for Fire Fighter 1 certification (upon completion), \$.50 per hour for Fire Fighter II certification (and after 2 years of service), \$.75 per hour for Fire Fighter III certification (and after 3 years of service.) The probationary designation means less than six months of service.

Police Department

Chief:	\$4,995.47	per month
Captain:	\$4,541.34	per month
911 Coordinator/Lead Dispatcher:	\$3,502.68	per month

Swimming Pool

Lifeguards (Probationary):	\$9.00	per hour
Lifeguards 1-2 years:	\$9.31	per hour

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

Library

Director	\$3,607.74	per month
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* All hourly wages shall be adjusted to comply with changes to Montana State minimum wage law and regulations.

LONGEVITY/STIPENDS

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

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

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

EMPLOYEE HEALTH INSURANCE

A maximum of \$618.50 shall be paid by the employer for medical insurance. (See union contracts for specifics on health insurance for employees who are members of collective bargaining units.)

COLLECTIVE BARGAINING UNITS

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

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

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 600:

Firefighters/Ambulance Personnel. Wages and Benefits for members of this union shall be paid in accordance with their bargaining agreement dated July 1, 2012, through June 30, 2015-2018.

**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 22ND DAY OF OCTOBER, 2013.**



C.A. Grenz, Mayor

ATTEST:



Lorrie Pearce, City Clerk

Total for Payroll Checks

REG HOURS (Regular Time)	Employee	Employer	Amount
	113.00		939.25
GROSS PAY	939.25	0.00	
NET PAY	848.48	0.00	
FIT	3.90	0.00	
MEDICARE	13.63	13.63	
SIT	15.00	0.00	
SOCIAL SECURITY	58.24	58.24	
UNEMPL. INSUR.	0.00	4.25	
WORKERS' COMP	0.00	33.01	
FIT/SIT BASE	939.25	0.00	
MEDICARE BASE	939.25	0.00	
SOC SEC BASE	939.25	0.00	
WC BASE	939.25	0.00	

Total
Total Payroll Expense (Gross Pay + Employer Contributions): 109.13 1,048.38

of Employees 11 # of Checks 11

Prepared by:

Approved by:

Total for Payroll Checks

REG HOURS (Regular Time)	Employee	Employer	Amount
	212.00		1,733.95
GROSS PAY	1,733.95	0.00	
NET PAY	1,520.63	0.00	
FIT	48.67	0.00	
MEDICARE	25.15	25.15	
SIT	32.00	0.00	
SOCIAL SECURITY	107.50	107.50	
UNEMPL. INSUR.	0.00	7.80	
WORKERS' COMP	0.00	60.95	
FIT/SIT BASE	1,733.95	0.00	
MEDICARE BASE	1,733.95	0.00	
SOC SEC BASE	1,733.95	0.00	
WC BASE	1,733.95	0.00	

Total 201.40
Total Payroll Expense (Gross Pay + Employer Contributions): 1,935.35

of Employees 9 # of Checks 9
Prepared by:
Approved by:

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		9.40
REG HOURS (Regular Time)	251.00		2,301.75
GROSS PAY	2,311.15	0.00	
NET PAY	2,036.02	0.00	
FIT	48.34	0.00	
MEDICARE	33.50	33.50	
SIT	50.00	0.00	
SOCIAL SECURITY	143.29	143.29	
UNEMPL. INSUR.	0.00	10.39	
WORKERS' COMP	0.00	86.49	
FIT/SIT BASE	2,311.15	0.00	
MEDICARE BASE	2,311.15	0.00	
SOC SEC BASE	2,311.15	0.00	
WC BASE	2,311.15	0.00	

Total 273.67
Total Payroll Expense (Gross Pay + Employer Contributions): 2,584.82

of Employees 10 # of Checks 10

Prepared by:

Approved by:

ORDINANCE NO. 1273

AN ORDINANCE ENACTING A NEW SECTION 20-11 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, ENTITLED "MAINTENANCE OF PUBLIC RIGHT OF WAY"

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

Section 1. Chapter 20 shall be amended by adding a new Section 20-11 entitled "Maintenance of Public Right of Way," as follows:

Section 20-11. Maintenance of Public Right of Way. The owner of real property within the city limits shall be responsible for maintaining the areas between the city street and the surveyed and platted boundaries of the owner's property, commonly referred to as the "public right of way." The city reserves the right to enter the right of way to expand roadways, erect street signs, install sidewalks, trim or remove trees, install, remove and maintain water and sewer lines, shut off valves and fire hydrants, and any other necessary public use. The property owner shall be required to maintain the public right of way by preventing the accumulation of junk vehicles, trash, and debris, as well as the overgrowth of trees, grass and/or weeds. The provisions of Section 20-9 shall apply to the owner's maintenance of trees within the public right of way. Failure to maintain the same shall be a violation of the city's public nuisance regulations in chapter 15. Failure to control trees, grass and/or weeds in the public right of way may be addressed in accordance with Section 20-10 at the election of the city.

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

Said Ordinance read and put on its passage this 24th day of June, 2014.

C. A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 14th day of October, 2014.

C. A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

ORDINANCE NO. 1274

AN ORDINANCE ENACTING A NEW SECTION 22-151 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, ENTITLED “REFUSAL TO SUBMIT TO ALCOHOL/DRUG BREATH AND/OR BLOOD TEST”

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

Section 1. Chapter 22 shall be amended by adding a new Section 22-151 entitled “Refusal to Submit to Alcohol/Drug Breath and/or Blood Test,” as follows:

Section 22-151. Refusal to Submit to Alcohol/Drug Breath and/or Blood Test.

(a) Any person operating or in actual physical control of a motor vehicle while under the influence of alcohol and/or drugs creates a significant risk to public safety, health and general welfare. To help secure public safety, health and general welfare for all persons, the City of Miles City adopts this section in an effort to deter persons from engaging in this dangerous activity. This section is adopted pursuant to Montana Code Annotated 61-12-101 which grants authority and powers to local authorities to regulate the operation of motor vehicles by a person while under the influence of alcohol and/or drugs. This section is also adopted pursuant to other provisions of Montana State Law allowing municipal governments to regulate traffic upon streets such as Montana Code Annotated 7-14-4102 and 7-14-4103 as well as pursuant to the exercise of the City of Miles City’s self- government powers.

(b) It is unlawful to refuse to submit to a breath or blood test for alcohol and/or drugs. It is unlawful and it constitutes a misdemeanor offense for any person operating or in actual physical control of a motor vehicle suspected of doing so under the influence of alcohol and/or drugs to refuse to submit to one or more tests to detect alcohol and/or drugs requested and designated by any peace officer as defined by Montana State Law. Prior to charging a person with a violation of this section, a peace officer must inform the person requested to take the designated breath and/or blood test that refusing the test is a misdemeanor offense under Miles City Municipal Code and identify the penalties associated with the offense. If any arrested person refuses to submit to one or more tests requested and designated by a peace officer as provided for pursuant to Montana State Law, the refused test may not be given. However, the person refusing to submit to any such requested tests may be charged with a misdemeanor offense pursuant to this section.

(c) The Penalties for violations of Section 22-151 are established as follows. Incarceration is not a penalty for a violation of this section. A person convicted under section 22-151 shall be subject to fines of:

1. For a first offense, the fine is \$300.00; no portion may be suspended, waived or deferred by the court; and
2. For a second or subsequent offense, the fine is \$500.00; no portion may be suspended, waived or deferred by the court.

(d) If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase and words thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or words have been declared invalid or unconstitutional, and if for any reason this ordinance should be declared invalid or unconstitutional, then the remaining ordinance provisions will be in full force and effect.

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

Said Ordinance read and put on its passage this 24th day of June, 2014.

C. A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 14th day of October, 2014.

C. A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

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 23rd day of September, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 14th day of October, 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.

PAST DUE DUE DATE	AMOUNT DUE	DATE PAID	CURRENT BILL DUE DATE	AMOUNT DUE	DATE PAID
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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 or through a link on the City of Miles City website, 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 or through a link on the City of Miles City website, 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 or through a link on the City of Miles City website, 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

(LetterHead)

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

(Letterhead)

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



CITY OF MILES CITY

Request for ACH Payment Form

17 S. 8th, P.O. Box 910
Miles City, MT 59301

Telephone: (406) 234-3462
Fax: (406) 234-2903

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⑆ 0 2999999999⑆00403	

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

This is where you will find your account number.

I (we) hereby authorize The City of Miles City Water/Sewer Department to electronically debit my (our) account (and, if necessary, electronically credit my (our) account to correct erroneous debits). Amount of debits will vary month to month based on account balance.

I (we) understand that this authorization will remain in force and effect until I (we) notify The City of Miles City Water/Sewer Department in writing at 17 S. 8th St that I (we) wish to revoke this authorization. I (we) understand that The City of Miles City Water/Sewer Department requires at least 15 days prior notice in order to cancel this authorization.

Signature _____ Date _____

Signature _____ Date _____

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

For Water/Sewer Department use only:

Customer Name: _____
Account Number: _____
Service Address: _____

Start Date of ACH: _____

ORDINANCE NO. 1278

AN ORDINANCE REVISING SECTION 11-77 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, MONTANA, ADOPTING THE 2012 INTERNATIONAL FIRE CODE, AND NOTICE OF INTENT.

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

Section 1. Section 11-77 shall be amended to read as follows:

Sec. 11-77. International Fire Code adopted.

(a) Pursuant to MCA 7-5-108 and 7-5-4202, there is hereby adopted by reference, by the City of Miles City the "International Fire Code (IFC), 2012 Edition, including all appendices. At least one copy of such code, including appendices, shall be filed in the office of the city clerk, and kept there, for use, inspection, and examination by the public. **Such copies shall be filed with the city clerk at least 30 days prior to final adoption of this section.**

(b) All ordinances, resolutions, and sections of this Code of Ordinances inconsistent herewith, are hereby repealed.

(c) If there is any conflict between the 2012 International Fire Code, as adopted herein, and the Montana Code Annotated, the provisions of the Montana Code Annotated control.

(d) Any person who violates the provisions of the International Fire Code, 2012 Edition, or of any of the appendices herein adopted, or fails to comply with any order made thereunder, shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed \$500.00 or by imprisonment for a term not to exceed six months, or both. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue. All persons shall be required to correct such violation within a reasonable time. When not otherwise specified, each ten days that the violation continues shall constitute a separate offense. The application of the penalty set out in this section shall not be held to prevent the enforced removal of the prohibited conditions.

RESOLUTION NO. 3713

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA ESTABLISHING ADMINISTRATIVE FEES AND CHARGES FOR PROCESSING CITATIONS IN CITY COURT.

WHEREAS, the City of Miles City has a City Court established for the purposes of processing misdemeanor criminal offenses under Montana state law and the Code of Ordinances of Miles City, Montana, with said Court being established under Mont. Code Ann. Title 3, and having jurisdiction pursuant to, Mont. Code Ann. § 3-11-102 and 103;

AND WHEREAS, The City of Miles City's City Attorney Office is the City's representative in the City Court and is responsible for the prosecution of all traffic and criminal offenses, including offenses involving Driving Under the Influence, Partner or Family Member Assaults, and many other offenses impacting the safety of the community and the general quality of life in the City of Miles City. City Court operations incur numerous monetary expenses for court administrative expenses, necessary room, furniture, fixtures and supplies as well as salaries and related monetary expenses;

AND WHEREAS, a growing case load has caused a significant increase in the burden on the City Attorney Office necessitating the hiring of special prosecution staff to assist the City Prosecutor;

AND WHEREAS, the current City Court surcharges do not adequately fund the necessary prosecution services provided through the City Attorney's Office;

AND WHEREAS, the City Council desires that those individuals who commit violations contribute a greater amount to the enforcement of the laws, and the City Attorney Office's efforts to increase the safety of the community, by assessing an administrative processing fee for each citation or complaint processed by the City Court, to be assessed at the time the defendant is sentenced after a plea of guilty, or is found guilty, of the charges, in addition to any other fees or charges required by Montana state law with respect to criminal court proceedings.

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

1. There is hereby established administrative fees and charges to be assessed by the City Court as part of the disposition of all citations and complaints, criminal and traffic, for which there is a conviction or plea of guilty entered. An administrative processing fee for any citation or complaint in the City Court of the City of Miles City of twenty-five dollars (\$25.00)

RESOLUTION NO. 3742

A RESOLUTION OF INTENT TO ESTABLISH AN ECONOMIC DEVELOPMENT REVOLVING LOAN FUND FOR BUSINESS RETENTION AND EXPANSION

WHEREAS, CDBG Economic Development Block Grant sources have funding available for municipalities to create revolving loan funds for small business retention and expansion which may stimulate economic development activity by assisting the private sector where a funding gap exists and alternative sources of public and private financing are not adequate;

AND WHEREAS, the City of Miles City will be able, through the use of such economic development revolving loan fund and with funding from the CDBG Economic Development Block Grant, to assist business by making appropriate long-term, reasonable fixed rate financing to small business to stimulate economic development activity;

AND WHEREAS, to fully implement the foregoing, significant staff time will be required to prepare the necessary policies and procedures required for such implementation;

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

1. That the City of Miles City intends to implement an Economic Development Revolving Loan Fund (RLF) upon further review of a thorough and complete set of policies and procedures to be developed by City staff; and
2. That the Historic Preservation Officer and the City Attorney, along with additional City staff as may need to be involved, are hereby authorized to prepare policies and procedures for further review and consideration by the City Council.

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 14TH DAY OF OCTOBER, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

**Community Development Block Grant - Economic Development Program (CDBG-ED)
Program Overview
Miles City Council
10/14/2014**

Dear Mr. Mayor and Council Members:

The purpose in proposing the City consider applying for this grant opportunity is to encourage local business investment, which in turn, will increase the City's tax revenues. This opportunity can serve the community on two levels:

- With focusing on encouraging new businesses and/or business expansion in the Tax Increment Finance District we can assure increment revenue becomes available to the City for re-investment in that district as quickly as possible, and
- By using this funding to assist business development within the City as a whole, increase the City's tax revenue overall.

This funding is separate from, and in addition to the CDBG Community Block Grants that are available only to local economic development corporations such as Southeastern Montana Economic Development Corporation. In that regard, this grant opportunity provides additional funding available to the City to encourage local economic development. In fact, \$400,000 is available to each Montana City each year.

- Up to 8% of the total CDBG-ED funding is allowed for local government administrative expenses, with not less than 92% committed to the project.
- The City retains repayment of principle and 2% interest as the business repays the CDBG-ED RLF loans
- The City can then reinvest the repayment proceeds into the local economy by additional loans to qualified businesses

The City is responsible for initial set up of the grant program, which includes holding a public meeting designed to let the community know the funding is available should they wish to access it and developing policy and procedures for administering the program. From that point forward in the application process, the business requesting funding is responsible for putting together the loan application package pertinent to their business. The business proposal is then presented to the City Council in the form of a Resolution, asking the City to authorize the submission of the application to the Department of Commerce. The Department of Commerce CDBG-ED division is then responsible for review and approval of the business's loan application.

I have begun working with Stockman Bank and MCAEDC/SEMDC to develop policy and procedures and operational agreements, subject to review by the City Attorney. If we can reach an agreement with MCAEDC/SEMDC it would be ideal to integrate the City's loan packaging requirements with the business planning and loan packaging services these economic development groups already offer locally. The City would then simply refer a prospective business client to MCAEDC/SEMDC for those services. However, as CDBG-ED does not require the City to partner with the local economic development groups for the loan packaging and servicing process, nor do the City's CDBG-ED loans require pre-approval by the local Economic

Development Corp's loan committee. The CDBG-ED loan review committee provides that service to the City. It is also possible that we could contract with another qualified entity to provide that service, or at some point in the future as the RLF fund grows, create a position specifically for that purpose.

The City can apply on behalf of multiple business entities each year, up to the total of \$400,000. The City creates a dedicated fund into which the principle and interest accrues as the business repays the loan. Policy can dictate that repayment of the loans is made by electronic transfer directly from the businesses' checking account into the City's account. Stockman Bank currently offers this service to the City.

CDBG-ED allows the City to accrue repayment proceeds for future investment in the City in the form of additional loans to qualified local businesses. RLF policy will also define procedures to address payment default. Ideally, the City would refer businesses showing signs of potential default to MCAEDC/SEMDC or another qualified entity for financial counseling and assistance in resolving cash flow issues. The City will not be required to repay the grant to CDBG-ED if the appropriate policies and due diligence procedures have been followed. A loan in default becomes a write-off for the program.

CDBG-ED Overview

Eligible Applicants

- **CDBG-ED funds are limited to Montana's local governments** (towns, cities, and counties) The maximum amount available to **each community is \$400,000**
 - **Businesses must work with their local government to apply for CDBG-ED funds** on their behalf.
- **Funds are currently available and applications are being accepted.**
- **The City can apply throughout the year for multiple businesses up to the \$400,000 amount available**

Purpose

The Business Resources category of Montana's CDBG-ED Program is designed to stimulate economic development activity by assisting Montana's private sector to create or retain jobs for low and moderate income (LMI) persons.

- The program assists businesses by making **fixed-rate financing available** to them at reasonable interest rates **and by providing public improvements in support of economic development** activities.
- CDBG-ED **provides flexibility in interest rates and loan terms to complement conventional business financing and other State and Federal business financing programs.** CDBG-ED funding can provide payment deferments, lower payments in the first year, and interest-only payments.
- CDBG-ED funds **are intended to be used in situations where a funding gap exists** and alternative sources of public and private financing are not adequate.

Eligible Activities

- **Loans to Businesses:** Activities include loans to businesses for acquisition, construction, installation, or rehabilitation of commercial and industrial buildings, facilities, equipment, or working capital.
 - Typical eligible activities for assistance to businesses include: land acquisition; public facilities and other improvements in support of economic development, such as water and sewer lines, and access roads; and also loans for acquisition, construction, rehabilitation, or installation of commercial and industrial buildings, facilities, equipment purchases, or working capital. CDBG-ED can be applied for to assist businesses with refinancing existing business-related debt.
 - Building construction - applications for construction involving buildings must have completed a Preliminary Architectural Report (PAR) to determine scope of project, suitability of location chosen, and estimate of construction costs.
- **Customized Employee Training:** Employee training is a stand-alone project activity allowing up to a maximum of \$400,000 in grant funding per local government in a program year for new and expanding businesses creating additional jobs. The intent is to assist businesses in providing needed skills and better-paying jobs for their workers. The goal is to facilitate the growth of companies in Montana, increase wages for trained workers, increase employee productivity, and assist in the skill development of employees. Preference is given to training that focuses on developing transferable skills in emerging industries such as information and advanced technology, health services, value-added agriculture and communications. Funding may also be distributed to a qualified educational or nonprofit training entity that provides job training targeted to developing specific employee skills needed by an aggregate of companies. The maximum grant amount to a for-profit business or non-profit organization for each employee trained is \$5,000.
- **Business Infrastructure Projects:** CDBG-ED funds may be used **to build infrastructure such as water, sewer, streets or sidewalks in support of businesses. The businesses must be identified at the time the application is submitted.** Applications that propose public improvements as assistance to businesses will be reviewed with similar procedures as for loans to for-profit businesses and must include a complete business plan, financial package and hiring and training plan for each business being assisted, must meet the same threshold requirements, demonstrate viability, and meet all other appropriate requirements contained in the Application Guidelines for the CDBG-ED Program.
 - The application must include a business plan and financial package for each business assisted.
 - A "financing gap" must be identified and documented in the financial package submitted with the application.
 - The application must demonstrate that other funds, including private funds from the business, are insufficient to complete the project without CDBG-ED participation.
 - Business infrastructure applications must meet the same threshold requirements, demonstrate viability, include a hiring and training plan for each business assisted, and meet all other requirements contained in these guidelines.
 - Preliminary architecture or engineering report has been completed and costs are estimated.
 - If the local government desires to hire an architect or engineer, it has to demonstrate that services were procured in accordance with state law and MDOC procurement policy. See Appendix K.
- **Technical Assistance Grants: Current grant in amount of \$10,500 for Tax Increment Finance District Creation.** A maximum of \$25,000 per local government may be requested to be used for a variety of planning activities, including the initial planning necessary to develop a CDBG-ED project, prepare a growth policy, economic development strategy, or other planning documents.

Application Procedure

For economic development projects, the local government should solicit publicly for prospective businesses that may be interested in applying for a CDBG-ED loan from the State through the local government. The local government should then select the most reasonable and viable proposal(s) for consideration for an application to the Department.

- Business approaches the local government with a proposal.
- Local Government and business consult with CDBG-ED staff to see if the proposal is a good fit for the CDBG-ED program.
 - Does the project meet CDBG-ED business thresholds? See Chapter I for general requirements.
- If the proposal is determined to be a good fit for the CDBG-ED program, then the Local Government initiates the CDBG-ED application process.
- Applications are accepted on a continuous basis as long as funding is available for each program year. The maximum amount available to each community is \$400,000. The maximum amount available to consolidated governments is \$800,000.
- **Up to 8%** of the total CDBG-ED funding is allowed for **local government administrative expenses**, with not less than 92% committed to the project.
- Businesses relocating to a new Montana community must make prior commitments to move their facility or operations **three months before the application is submitted**.
- The Department will accept a full application based primarily on a favorable preliminary review of the business plan and financial statements of the business.
- **Department staff and a loan review committee review project applications and make recommendations to the Department Director, who then makes a final award determination.**
- Grantees and businesses should be aware that it will take at least two or more months after a tentative award of funds has been issued before the business will actually receive any CDBG-ED funds. Grantees and businesses are required to meet specific conditions before a release of CDBG-ED funds is granted.

Loan Policies

- The interest rate for the CDBG-ED Program generally is 2%.
- Security positions are negotiated and can be subordinate to other lenders.
- Loan terms will be set based on uses of funds and cash flow projections.
- Limited deferrals of payments are possible depending on cash flow needs. Application and/or loan processing fees are not allowed.

Thresholds

- a. Maximum of \$25,000 CDBG-ED funds per job
- b. Maximum of \$5,000 CDBG-ED funds per employee for employee training
- c. Minimum of 51% jobs to benefit LMI persons
- d. Minimum of 1:1 matching funds (**Applicant's responsibility using other financing**)

Other Requirements

Local Government:

- **One public meeting per local government:** Inform community that local government will provide this program to businesses.
- Provide Applicant with loan application documents, explain program, etc
- Coordinate with other lending institutions

- Two public hearings authorizing the submission of the full application (per applicant – scheduled within Council Meetings)

Loan Applicant:

- Detailed business plan (applicant's responsibility)
- Most recent 3 years' actuals and 3 years projected financial statements
- Hiring and training plan
- Project budget with proposed "sources & uses"

Ineligible Activities:

1. Assisting a business to create or retain jobs that would cost more than \$25,000 in CDBG-ED funds per job.
2. General promotion of the community as a whole;
3. Assistance to professional sports teams;
4. Assistance to privately owned recreational facilities that serve predominantly a higher-income clientele, where the recreational benefit to users or members clearly outweighs employment or other benefits to LMI persons;
5. Acquisition of land for which the specific proposed use has not yet been identified;
6. Assistance to businesses such as hotels, motels and retail operations will generally be considered an ineligible activity, except under mitigating circumstances, because of the lower quality of jobs and the high likelihood of competition with existing local businesses. Projects may be eligible where certain mitigating circumstances exist and support by other competing local businesses can be documented; i.e., a grocery store in a small town in a sparsely populated area where there is no other competition.

FUNDING CRITERIA

The review of the application will be expedited and the application's likelihood of being funded will increase if the local government applying and the business that will be assisted have adequately demonstrated that:

- All requirements are met or exceeded.
- The level of CDBG-ED assistance is appropriate in relation to the public benefit expected to result from the project.
- The proposed management is experienced in the type of business activities proposed and has demonstrated the capacity to successfully manage the entity to be assisted.
- The application is complete as submitted and contains accurate information.
- The earnings projections submitted with the application are realistic and attainable, are supported by historical trends and industry norms, and indicate that the projected cash flow is sufficient to support the proposed increased debt.
- The CDBG-ED funds would be adequately secured with all reasonably available assets and/or personal guarantees.
- The application documents a sound, well-reasoned proposal with a perceived strong chance for success if CDBG-ED funds are received.
- The private or public sector lenders involved in the project have provided firm commitment of funds.
- The project is ready to proceed upon the notification of the tentative CDBG-ED award and implementation will begin immediately.
- The application conclusively demonstrates that the project will support itself over time and will not impose a burden on any local government or nonprofit entity participating in the project.

- The applicant has considered the quality of the job and the wage it pays. The Grant Review Committee will place greater weight on job quality and wages paid when evaluating CDBG-ED projects for funding.
- Applications where viability may be questionable, or where the overall business plan or need for CDBG-ED assistance is not adequately documented, may be restructured, renegotiated or not funded, depending on the severity and nature of the problems identified.
- Proof of worker's compensation insurance coverage is provided in the application for the local government, assisted business, local development organization, and any other consultant to be performing work under a Montana Department of Commerce contract.

Application Assistance

CDBG-ED Program staff maintains copies of application guidelines and other materials designed to aid application preparation. Sample program income plans, Program Income/RLF Manual, and other documents are available. Application guidelines and many other program materials can be downloaded from this site or are available via email, cd, or hard copy. Please contact the CDBG-ED Program Manager for assistance.

All local governments must show a coordinated effort with the Certified Regional Development Corporation (CRDC) in their area. **A copy of a letter approved by a CRDC's Board of Directors showing support for the proposed project and application must be included in each application for CDBG-ED assistance. If a local government is not able to provide this, it must include an explanation why one is not included.**

RESOLUTION NO. 3748

A RESOLUTION APPROVING A CONSULTING AGREEMENT BETWEEN THE CITY OF MILES CITY AND LAND SOLUTIONS, LLC, A MONTANA LIMITED LIABILITY COMPANY, FOR LAND PLANNING SERVICES

WHEREAS, the City of Miles City requires the services of a certified planner for land planning matters involving the City;

AND WHEREAS the City wishes to continue using the services of Land Solutions, LLC, as the contracted planner for the City;

AND WHEREAS the obligations of the parties have been reduced to writing;

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

1. The Consulting Agreement between the City of Miles City, Montana and Land Solutions, LLC, a Montana limited liability company, attached hereto as Exhibit "A", and made a part hereof, is hereby approved.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Consulting Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Contract and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14th DAY OF OCTOBER, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

CONSULTING AGREEMENT LAND PLANNING SERVICES

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2014, by and between the City of Miles City, a Montana municipal corporation, hereinafter referred to as "Client", and Land Solutions, LLC, a Montana limited liability company, hereinafter referred to as "Consultant".

RECITALS

A. Client desires for Consultant to provide certain consulting services in connection with the activities described in Exhibit A, Scope of Work, on behalf of Client, and Consultant desires to perform such services for Client.

B. Both Client and Consultant desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1

CONSULTING SERVICES

1.1 On the terms and conditions set forth herein, Client hereby engages Consultant to perform certain services described in Exhibit A. Consultant agrees to use its best efforts in the performance of the Services called for hereunder.

1.2 Consultant will report to and liaise with the Mayor and the Chairperson of the Planning Board & Zoning Commission.

Section 2

TERM OF AGREEMENT

2.1 The term of this Agreement shall commence on the date hereof and shall continue until June 30, 2015 or until termination by either party, whichever comes first. Consultant's services shall consist of specific tasks and shall be performed at mutually agreeable times on an as-needed basis.

Section 3

COMPLIANCE

3.1 Consultant shall be an independent contractor. Nothing in this Agreement shall be construed to create any other relationship. Client will furnish direction to the Consultant, only; means and methods are matters within the Consultant's sole discretion.

3.2 As a part-time contractor, Consultant is not eligible for health or disability insurance, retirement benefits, or other welfare or pension benefits under the terms of Client's plans and programs. Consultant warrants that Consultant will retain in full force and effect workers compensation insurance and unemployment insurance as required by the state of Montana, and also professional errors and omissions insurance and general commercial liability insurance.

Section 4

COMPENSATION

4.1 Client agrees to pay Consultant at a rate of \$92 per hour for labor, \$34 per hour for travel time and mileage at a rate of \$0.56 per mile. Consultant shall invoice on a monthly basis or as otherwise acceptable to both parties. Client shall pay Consultant within 30 days of receiving each invoice.

Section 5

OBLIGATION FOR EXPENSES

5.1 Client shall reimburse Consultant for reasonable and necessary expenses incurred in the course of Consultant's work on behalf of Client within 30 days of invoice from Consultant. Reasonable and necessary expenses include accommodations, copying, maps, postage and similar direct expenses.

Section 6

OWNERSHIP OF DOCUMENTS

6.1 Consultant agrees that all information, analyses, methods, reports, and other data or materials generated or developed by Consultant under this Agreement or furnished by Client to Consultant shall be and remain the property of Client. Further, Consultant agrees to furnish to Client, in any format that the City may require, digitized

and usable forms of any such information, analyses, methods, report, data, materials, or final work products.

Section 7

RETURN OF MATERIALS

7.1 Upon the request of Client, Consultant shall surrender to Client all memoranda, notes, records, drawings, plans, correspondence and other documents or materials, and all copies thereof, pertaining to the methods employed by Client or furnished by Client to Consultant. Notwithstanding the foregoing, however, Consultant may keep personal copies of all work products developed for Client by Consultant during the term of Consultant's engagement.

Section 8

SCOPE OF AGREEMENT

8.1 This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject matter hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This Agreement may be amended only in a writing signed by the parties to this Agreement.

8.2 For purposes of enforcing this Agreement, all sections of this Agreement, except Section 4.1 hereof, shall be construed as covenants independent of one another and as obligations distinct from all other contracts and agreements between the parties hereto.

Section 9

NOTICES

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services, or by email notification with hard copy follow up;

If to Client:

Mayor of Miles City
17 S. 8th Street
Miles City, MT 59301
406-234-3462

If to Consultant:

Dave DeGrandpre
Land Solutions, LLC
36708 Leon Road
Charlo, MT 59824
Phone: 406-885-7526 (cell)
Email: landsolutions@blackfoot.net

Section 10

LIABILITY

Consultant agrees to indemnify, defend and save Client harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees related to the services provided herein. For this purpose, Consultant shall maintain Errors and Omissions insurance issued by a reliable company or companies for professional liability, with policy limits in an amount not less than \$1.5 million for each occurrence, and naming Client as an additional named insured.

Section 11

TERMINATION

This Agreement may be terminated by either party with thirty (30) days written notice to the other party. In the event of termination under this Section by either party, Client shall be obliged to compensate Consultant at the rate established herein for services performed prior to the date of such termination.

Section 12

GOVERNING LAW; DISPUTE RESOLUTION

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Montana. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be settled in the District Court of Custer County, Miles City, Montana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

By: Butch Grenz,
Mayor



By: Dave DeGrandpre
Managing Member, Land Solutions, LLC

EXHIBIT A – SCOPE OF WORK

Under the direction of City Council and working with the Planning Board & Zoning Commission, Land Solutions will perform the tasks below on an as-needed basis:

- Development application review, including subdivisions, zone changes, use permits and variances as necessary
- Attend Planning Board and Zoning Commission meetings
- Attend City Council meetings
- Provide guidance to the public on zoning and subdivision regulations and application processes
- Periodically hold office hours
- Provide training to the Planning Board and Zoning Commission on various topics
- Update subdivision and zoning regulations and the growth policy
- Work with City staff on application review and long range planning projects
- Develop/update the City's impact fees
- Hold public planning meetings and workshops as necessary

RESOLUTION NO. 3749

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MONTANA DEPARTMENT OF COMMERCE TREASURE STATE ENDOWMENT PROGRAM CONTRACT FOR IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT IN MILES CITY, MONTANA

WHEREAS, the Montana Department of Commerce Treasure State Endowment Program (TSEP) has awarded a grant to the City of Miles City in an amount not to exceed \$500,000 to assist in funding certain improvements to the wastewater treatment plant, pursuant to Phase II of the Preliminary Engineering Report which was prepared for the City in an effort to bring the wastewater treatment plant into compliance with current regulations;

AND WHEREAS, TSEP has presented the City with a Contract setting forth the obligations of the parties with respect to such grant;

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

1. The “Montana Department of commerce Treasure State Endowment Program Contract #MT-TSEP-CG-15-744,” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Contract on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said 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 14th DAY OF OCTOBER, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

MONTANA DEPARTMENT OF COMMERCE TREASURE STATE ENDOWMENT PROGRAM CONTRACT #MT-TSEP-CG-15-744

This Contract is entered into by the City of Miles City, Montana (the Grantee) and the Montana Department of Commerce, Helena, Montana (the Department).

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for infrastructure project activities approved by the Department under the Treasure State Endowment Program (hereinafter "TSEP" or "Program"), as authorized by HB 11, passed by the 63rd Legislature and as signed into law by Governor Bullock on May 6, 2013 (Chapter 384, Laws 2013).

Section 2. AUTHORITY

This Contract is issued under authority of Title 90, Chapter 6, Part 7 of the Montana Code Annotated; the Administrative Rules of Montana, Title 8, Chapter 94, Subchapter 38; and the terms of Chapter 384, Laws 2013.

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications resulting from the review of the application by the Department (collectively, the "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws, regulations, ordinances, and resolutions, as now in effect or as may be amended during the term of this Contract, and all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the TSEP Project Administration Manual.

- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 SCOPE OF WORK will require such contractors, subcontractors, and subrecipient entities to also comply with all applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, and resolutions, including the most current version of the TSEP Project Administration Manual.
- (c) The Grantee agrees that the Project will adhere to all applicable design standards required by the Department of Environmental Quality (DEQ) and obtain all applicable federal, state, and local permits required for the project. If no DEQ standards are applicable to the Project, the Grantee agrees that the Project will adhere to generally accepted industry standards, such as *Recommended Standards for Wastewater Facilities* or *Recommended Standards for Water Works*, published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, latest edition.
- (d) The Grantee expressly agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes and regulations governing the Program, or any applicable local, state, or federal requirements.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate upon approval of Grantee's final Request for Reimbursement by the Department, unless terminated earlier in accordance with the terms of this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between May 6, 2013 and June 30, 2017. All Requests for Reimbursement must be submitted to the Department within 60 days of final Project close-out.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only upon obtaining the prior written approval of the Department.
- (d) The Department may grant a Contract extension upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project; has engaged in a good faith effort to comply with the

duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least 60 days prior to the termination date of the Contract.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract in compliance with the Project Management Plan approved by the Department and as may be amended from time to time by mutual agreement of the parties, specifically incorporated herein by this reference and binding upon the Grantee. The Grantee will use TSEP funds for the following major components of the Project:

- Construct a second aerobic digester on site for digestion of thickened sludge;
- Convert existing chlorine contact basin into an aerated sludge holding tank for use as sludge storage prior to thickening;
- Install a sludge thickening process;
- Implement mechanical dewatering of the digested sludge using a screw press;
- Construct improvements that would allow dewatered solids to be composted on-site;
- Construct an ultraviolet disinfection system and protective building around the UV channel;
- Construct a septage receiving station
- Engineering services in relation to the project; and
- The administration of this Contract

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract will not exceed \$500,000.00.
- (b) A copy of the preliminary Project budget is attached hereto as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget, which, upon receipt and approval by the Department, will supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract and binding upon the Grantee.
- (c) For budget adjustments of \$5,000 or less between line items of the TSEP portion of Exhibit

B, Department approval of the Request for Reimbursement form will constitute approval of the budget adjustment. The Grantee shall describe the rationale for a budget adjustment and note the adjustments in the Request for Reimbursement submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in advance by the Department.

- (d) Any authorized funds under this grant not obligated on or before June 30, 2017, or a later date if approved by the Department pursuant to Section 5, will revert to the Department and may be used, at the Department's discretion, to fund other TSEP grants.

Section 8. METHOD OF REIMBURSEMENT

- (a) The Department will use the funds appropriated in HB 11 to fund infrastructure project awards to Grantees that have received a Notice of Award letter from the Department. The Grantee acknowledges that its access to such funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.
- (c) The Department agrees to reimburse the Grantee as set forth in this Section for successfully completing the activities set forth in Section 6 SCOPE OF WORK as eligible Project costs are incurred on or after May 6, 2013, supported by adequate documentation submitted by the Grantee, and upon the Department's approval of the Grantee's Request for Reimbursement. Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to the land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee demonstrates all applicable permits for the project have been obtained, as required in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (d) The Department will not reimburse the Grantee for any costs incurred prior to May 6, 2013; for any expenses not included in Exhibit B or an approved adjustment thereto; for any ineligible expenses as set forth in the most current version of the TSEP Project Administration Manual; or for any expenses not clearly and adequately supported by the Grantee's records.

- (e) As further set forth in Section 22 TERMINATION OF CONTRACT, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.
- (f) The Grantee understands and acknowledges that the Department will report to the Legislature and Legislative interim committees on the status of all projects in accordance with HB 11. If the Department determines that the Grantee has failed to commence or complete its Project in a timely manner, the Department may recommend to the Legislature that the Contract be terminated and any remaining Project funds revert to the Department and may be used, at the Department's discretion, to fund other TSEP grants.
- (g) The Department is allowed 15 working days to process a Request for Reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-TSEP funds, the Department may, at its discretion, suspend the distribution of TSEP funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (i) If actual Project expenses are lower than projected by the Grantee in Exhibit B, or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application, the Department, at its discretion, may reduce the amount of Program funds to be provided to the Grantee under this Contract in proportion to all other project funding sources, and so that the Grantee's projected average residential user rates do not fall lower than the target rate, as determined by the Department.
- (j) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (k) Requests for Reimbursement for contracted or subcontracted services must attach appropriate documentation demonstrating compliance with contract requirements.
- (l) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

Section 9. REPORTING REQUIREMENTS

- (a) Project Progress Reports. During the term of this Contract, the Grantee will submit project progress reports to the Department in conjunction with each Request for Reimbursement. These reports will describe the status of the activities set forth in Section 6 SCOPE OF WORK, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. The report must also provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any Request for Reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (b) Project Completion Report. Upon completion of the Project, the Grantee will submit a final Project Completion Report for approval by the Department. The Project Completion Report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Within 30 working days of receiving the Project Completion Report, the Department will issue the Notice of Project Close-out.

Section 10. LIAISONS

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

For the Department:

Valerie Short (or successor)
TSEP Program Specialist, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2787
vshort@mt.gov

For the Grantee:

Dawn Colton
City of Miles City
17 S 8th Street
Miles City, MT 59301
406-234-6339
dawncolton@milescity-mt.org

Section 11. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, for a period of three (3) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Miles City, Montana.
- (b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with the SCOPE OF WORK, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department will advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

Section 13. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Grantee must, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Grantee subjects subcontractors to the same provision. In accordance with Section 49-3-207,

MCA, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

Section 14. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Section 2-7-503 and 18-4-311, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).
- (b) The Department or any other legally authorized governmental entity or their authorized agents may, at any time during or after the term of this Contract, conduct, in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of the monies, and delivery of services provided through this Contract.

Section 15. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 16. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee, or any of its contractors or subcontractors, in furtherance of this Contract are the property of the Grantee and the Department, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Department and the Grantee.

Section 17. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- (a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. However, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Grantee shall not otherwise assign or transfer any portion of this Contract without the express written consent of the Department.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Department.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

Section 18. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

Section 19. INSURANCE

- (a) General Requirements. Grantee shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers are to be covered as additional insured's for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) General Liability Insurance. At its sole cost and expense, the Grantee shall purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory Tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (c) Professional Liability Insurance. Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.
- (d) Property Insurance. At its sole cost and expense, the Grantee shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (see map at <http://rmtd.mt.gov/content/aboutus/publications/files/NEHRP.pdf>) for loss or damage for any building and all related improvements and contents therein on the premises on a replacement cost basis throughout the term of the contract.

- (e) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the Department prior to beginning any activity provided for under the Contract. Grantee shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy at any time, including endorsements.

Section 20. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

Section 21. CONTRACT AMENDMENT

Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

Section 22. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

- (a) Termination Due to Loss or Reduction of Funding. The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is so required, the Department may, if sufficient TSEP funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, will provide the Grantee with a modified Project budget.
- (b) Termination for Cause with Notice to Cure Requirement. The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient

entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

- (c) Effect of Termination. In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with the any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 23. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 24. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department.

Section 25. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military

authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

Section 26. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 27. NOTICE

All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

Section 28. NO ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 29. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

Section 30. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the Department to enforce each and all of the provisions hereof upon any further or other breach on the part of the Grantee.

Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

RESOLUTION NO. 3750

A RESOLUTION ESTABLISHING WAGES AND SALARIES FOR CITY EMPLOYEES FOR FISCAL YEAR 2014-2015

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

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

That the following wages and salaries paid to city employees for the fiscal year 2014-2015 shall be as follows:

POSITION	AMOUNT	FREQUENCY
Elected and Appointed		
City Council:	\$250.00	per month
City Court Judge:	\$1,666.67	per month
Mayor:	\$1,666.67	per month
Treasurer:	\$1,666.67	per month
City Attorney:	\$150.00	per hour
Deputy City Attorney:	\$3000.00	per month
Airport Manager:	\$3,333.40	per month
Historic Preservation Officer:	\$16.00	per hour
Administrative/Finance		
City Clerk:	\$3,246.54	per month
Deputy City Clerk:	\$3,026.40	per month
Human Resources/Payroll Officer:	\$3,391.28	per month
Public Services		
Director of Public Utilities:	\$5,186.14	per month
Director of Public Works:	\$5,023.20	per month
Planner In Training / Grants Administrator:	\$3,003.87	per month
Flood Administrator/Engineering Tech:	\$3,117.07	per month
Water/Wastewater Plant Supervisor:	\$3,872.27	per month
Fire Department		
Chief:	\$4,773.93	per month
Probationary Part-paid Firefighters	\$7.90	per hour

Part-paid fire fighters who have achieved the Basic Fire Fighter Certification will be paid a base wage of \$7.90 per hour, during their six-month probationary period. Upon

successful completion of their probationary period, the base rate is increased to \$8.00 per hour. Beginning with the initial hiring, part-paid fire fighters are entitled to the following increases to their base pay: \$1.00 per hour for E.M.T., \$.25 per hour for Fire Fighter 1 certification (upon completion), \$.50 per hour for Fire Fighter II certification (and after 2 years of service), \$.75 per hour for Fire Fighter III certification (and after 3 years of service.) The probationary designation means less than six months of service.

Police Department

Chief:	\$5,144.54	per month
Captain:	\$4,647.07	per month
911 Coordinator/Lead Dispatcher:	\$3,502.68	per month

Swimming Pool

Lifeguards (Probationary):	\$9.00	per hour
Lifeguards 1-2 years:	\$9.31	per hour

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

Library

Director	\$3,607.74	per month
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All hourly wages shall be adjusted to comply with changes to Montana State minimum wage law and regulations.

LONGEVITY/STIPENDS

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

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

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

EMPLOYEE HEALTH INSURANCE

A maximum of \$627.50 shall be paid by the employer for medical insurance. (See union contracts for specifics on health insurance for employees who are members of collective bargaining units.)

COLLECTIVE BARGAINING UNITS

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

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

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 600:
Firefighters/Ambulance Personnel.** Wages and Benefits for members of this union shall be paid in accordance with their bargaining agreement dated July 1, 2012, through June 30, 2015-2018.

**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 14th DAY OF OCTOBER, 2014.**

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk