



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*May 26, 2015
7:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES
 - A. City Council Meeting 5/12/2015
2. SCHEDULE MEETINGS
3. REQUEST OF CITIZENS & PUBLIC COMMENT
4. APPOINTMENTS
5. PROCLAMATIONS
6. STAFF REPORTS
 - Dennis Hirsch- International Codes
 - Lorrie Pearce-City of Miles City website
 - Sam Malenovsky-Update on Flood Control Project
7. CITY COUNCIL COMMENTS
8. MAYOR COMMENTS
9. COMMITTEE RECOMMENDATIONS
10. BID OPENINGS
BID AWARDS
For Paving Maintenance District #204 & 205
Safe Routes to School Sidewalk
11. PUBLIC HEARINGS
 - A. **ORDINANCE NO. 1295:** An Ordinance Amending Ordinances 1073, 1262 And 1277, Revising "Administration Rules Of The City Of Miles City Water And Sewer Services, Accounts, Delinquencies And Termination"

12. UNFINISHED BUSINESS

- A. **ORDINANCE NO. 1295:** *(Second Reading)* An Ordinance Amending Ordnances 1073, 1262 And 1277, Revising "Administration Rules Of The City Of Miles City Water And Sewer Services, Accounts, Delinquencies And Termination"

13. NEW BUSINESS

- A. **RESOLUTION NO. 3798:** A Resolution Authorizing The City of Miles City To Enter Into an Agreement with the Montana Department of Transportation for Street Sweeping for Fiscal Year 2015-2016
- B. **RESOLUTION NO. 3799:** A Resolution Authoring The City Of Miles City To Enter Into A Donation Agreement With Wells Fargo Bank.
- C. **RESOLUTION NO. 3800:** A Resolution Authoring The City Of Miles City To Enter Into A Janitorial Service Agreement With Dale Petroff d/b/a Dale's Cleaning Service.
- D. **RESOLUTION NO. 3801:** A Resolution Authoring The City Of Miles City To Enter Into Janitorial Service Agreements With Marilyn Forman d/b/a MMF Cleaning.
- E. **RESOLUTION NO. 3802:** A Resolution Authoring The City Of Miles City To Enter Into A Service Project Sponsor Agreement With Americorps National Civilian Community Corps
- F. **RESOLUTION NO. 3803:** A Resolution Authoring The City Of Miles City To Enter Into An Agreement With The Custer County Water And Sewer District For Flushing Hydrants In Calendar Year 2015.
- G. **RESOLUTION NO. 3804:** A Resolution Proving For A Capital Improvement Fund For The Ambulance Service of The City of Miles City
- H. **Approval of the Historic Preservation Commission By Laws**

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 May 12, 2015
7:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, May 12, 2015, 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 Mark Ahner, Dwayne Andrews, Ken Gardner, Jerry Partridge, Sheena Martin and Susanne Galbraith. Councilpersons John Hollowell and Roxanna Brush were excused.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Police Chief Doug Colombik, Fire Chief Gary Warren, Fire Captain Cameron Duffin, Grant Administrator /Historic Preservation Officer Connie Muggli, Grant Writer/Planner in Training Dawn Colton, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Grenz led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 4/28/2015

- ** *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of April 28, 2015, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 6-0.*

Finance Committee Minutes: 4/27/2015

- ** *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of April 27, 2015, subject to any changes, and seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 6-0.*

Finance Committee Minutes: 5/05/2015

- ** *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of May 5, 2015, subject to any changes, and seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 6-0.*

Flood Control Committee Minutes: 5/05/2015

- ** *Councilperson Andrews moved to approve the minutes of the Flood Control Committee Meeting of May 5, 2015, subject to any changes, and seconded by Councilperson Gardner. The motion passed by unanimous consent, 6-0.*

SCHEDULE MEETINGS

The following meetings will be held in the City Hall Conference Room:

- Study Commission: Thursday, May 21st @ 5:15 p.m.

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

Lease Administrator:

Mayor Grenz appointed *Scott Gray* as the Lease Administrator

- ** *After a short discussion, Councilperson Galbraith moved to approve Scott Gray as the **City Park Lease Administrator**, seconded by Councilperson Andrews and passed 5-1, with Councilperson Ahner voting no.*

PROCLAMATIONS

None

STAFF REPORTS

Historic Preservation Administrator Connie Muggli: Administrator Muggli handed out a thank you letter naming all who donated items and put effort to the play production.

Lilly Cruise, Production Coordinator, reported that the play plus the selling of 50/50 tickets raised approximately \$8,500 for the two nights. There was approximately \$2,000 in expenses, so the approximate amount raised was \$6,000. She did not have the final numbers for Council

CITY COUNCIL COMMENTS

Mark Ahner: Asked if the Engineering bid for the Transportation Plan needed to go out for bid, because he understood that the plan was the responsibility of the Montana Department of Transportation.

Planner Colton explained that MDT is assisting the City to make sure the modeling is correct and that MDT receives all the information they need. MDT will be working with the RFP and the Engineer.

Dwayne Andrews: Announced that he will not be present at the next Council meeting.

MAYOR COMMENTS

- The house that Wells Fargo is donating to the City should be closed by June 30th.
- The training in Billings was time well spent.
- Congratulated John Hollowell for running for Mayor.

STANDING COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

Paving Maintenance for District #204 and #205

One bid was received

1.) Century Construction: \$294,000 (District#204 and #205 combined)

**** Councilperson Ahner moved to refer the bid to the Finance Committee, seconded by Councilperson Andrews and, on roll call vote, passed unanimously, 6-0. The bid was referred to the Finance Committee.**

Safe Route to School Sidewalk

Three bids were received, as follows:

2.) Century Construction:	\$253,104
3.) Millenium:	\$291,707.50
4.) White Resource Incorporated:	\$315,440

**** Councilperson Ahner moved to refer the bids to the Finance Committee, seconded by Councilperson Andrews and, on roll call vote, passed unanimously, 6-0. The bids were referred to the Finance Committee.**

BID AWARDS

Spray Injection Patcher

Councilperson Galbraith said that the Finance Committee recommends approving the bid from Normont Equipment for an amount of \$64,885. The bid

was \$5000 over the bid received from Crafcoc, but if purchased the delivery date would be 25 days compared to 80-90 delivery date for the other. The short delivery date would allow the City to use the patcher this season.

**** Councilperson Galbraith moved to accept the bid from Normont Equipment in the amount of \$64,885, seconded by Councilperson Gardner and, on roll call vote, passed 4-2, with Councilperson Ahner and Partridge voting no. The Bid from Normont Equipment in the amount of \$64,885 was approved.**

Janitorial Proposals

**** Councilperson Galbraith moved to accept the bid from Dales Cleaning Service in the amount of \$600/month for City Hall, Marilyn Forman in the amount of \$350/month for the Police Offices and Marilyn Forman in the amount of \$250/month for the Garage shop, seconded by Councilperson Andrews and, on roll call vote, passed unanimously, 6-0. The Bid from Dales Cleaning Service in the amount of \$600/month for City Hall, Marilyn Forman in the amount of \$350/month for the Police Office and Marilyn Forman in the amount of \$250/month for the Garage shop was approved.**

PUBLIC HEARINGS

A. ORDINANCE NO. 1294: An Ordinance Relating To The Creation Of The Miles City Downtown Urban Renewal District; And Adopting An Urban Renewal Plan, Including A Tax increment Provision

Mayor Grenz called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

B. RESOLUTION NO. 3794: A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2014-2015 To Appropriate Unanticipated Revenues To Ambulance Fund No. 5510

Mayor Grenz called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

C. RESOLUTION NO. 3796: A Resolution Pursuant To 7-6-4006 Of The Montana Code Annotated, Authoring Amendment Of Final Budget For FY 2014-2015 To Increase The Budgeted Amount In Fund #1000-005-420140-214 For The Purchase Of Body Cameras And Office Furniture For The Miles City Police Department

Mayor Grenz called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

UNFINISHED BUSINESS

A. Finance Committee Meeting of 4/27/2015

** *Councilperson Galbraith moved to approve the Finance Committee's recommendation to approve CDBG & DNRC \$17,500 grant match. The motion was seconded by Councilperson Andrews and on roll call vote, passed unanimously 6-0. The grant match from CDBG & DNRC for an amount of \$17,500 passed.*

B. **ORDINANCE NO. 1289:** *(Second Reading)* An Ordinance Enacting Section 17-114 Of The City Code Of The City Of Miles City, Montana, So As To Require Liability Insurance In Specified Amounts Prior To Issuance Of A Park Use Permit

** *Councilperson Galbraith moved to adopt the Ordinance, read by title only, seconded by Councilperson Gardner and, on roll call vote, passed unanimously, 6-0. Ordinance No. 1289 was adopted.*

C. **ORDINANCE NO. 1294:** *(Second Reading)* An Ordinance Relating To The Creation Of The Miles City Downtown Urban Renewal District; And Adopting An Urban Renewal Plan, Including A Tax Increment Provision

** *Councilperson Gardner moved to adopt the Ordinance, read by title only, seconded by Councilperson Andrews and, on roll call vote, passed unanimously, 6-0. Ordinance No. 1294 was adopted.*

D. **RESOLUTION NO. 3794:** *(Second Reading)* A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2014-2015 To Appropriate Unanticipated Revenues To Ambulance Fund No. 5510

** *Councilperson Galbraith moved to approve the Resolution, read by title only and seconded by Councilperson Andrews. On roll call vote, the motion passed by unanimous consent, 6-0. Resolution No. 3794 passed.*

E. **RESOLUTION NO. 3796:** *(Second 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 # 1000-005-420140-214 For The Purchase Of Body Cameras

And Office Furniture For The Miles City Police Department.

- ** *Councilperson Gardner moved to approve the Resolution, read by title only and seconded by Councilperson Galbraith. On roll call vote, the motion passed by unanimous consent, 6-0. Resolution No. 3796 passed.*

NEW BUSINESS

A. Approval of Site Plan Review: Askin Drilling

- ** *Councilperson Andrews moved to approve the site plan review for Askin Drilling seconded by Councilperson Galbraith and, on roll call vote, passed unanimously, 6-0. Askin Drilling's site plan review passed.*

B. Approval of Site Plan Review: Grace Bible Church

- ** *Councilperson Gardner moved to approve the site plan review of Grace Bible Church and seconded by Councilperson Ahner. On roll call vote, the motion passed by unanimous consent, 6-0. Grace Bible Church's site plan review passed.*

C. ORDINANCE NO. 1295: (First Reading) An Ordinance Amending Ordinances 1073, 1262 And 1277, Revising "Administration Rules Of The City Of Miles City Water And Sewer Services, Accounts, Delinquencies And Termination"

- ** *Councilperson Galbraith moved to approve the Ordinance, read by title only and seconded by Councilperson Andrews. On roll call vote, the motion passed by unanimous consent, 6-0. Ordinance No. 1295 passed on first reading.*

D. RESOLUTION NO. 3797: A Joint Resolution Of The Board Of Commissioners Of Custer County, Montana And The City Council Of Miles City, Montana Authorizing The Custer County/Miles City Flood Protection Project As A Priority And Establishing An Ad Hoc Committee, Hereafter Referred To As The Steering Committee, For This Project

- ** *Councilperson Andrews moved to approve the Resolution, read by title only and seconded by Councilperson Galbraith.*

Councilperson asked for an explanation as to why the City created a Steering Committee versus an Ad Hoc Committee.

Flood Plain Administrator Malenosky explained that the committee will advise both the City and County. This will help with the unity of the entities. She also said that the members of the committee are, Scott Gray, Sheena Martin, Jason Strouf and herself.

** On roll call vote, the motion passed by unanimous consent, 6-0.
Resolution No. 3797 passed.*

E. Approval of April Claims

*** Councilperson Martin moved to approve the April claims, seconded by Councilperson Andrews and passed unanimously, 6-0.*

ADJOURNMENT

*** Councilperson Galbraith moved to adjourn the meeting, seconded by Councilperson Martin and passed unanimously.*

The meeting was adjourned at 7:53 p.m.

C. A. Grenz, Mayor

Lorrie Pearce, City Clerk

BID AWARDS

BID SHEET

MAINTENANCE DISTRICT #204 & 205 *

**ASPHALT PAVING AND OVERLAY
CITY OF MILES CITY**

PROPOSAL BID

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1500 TONS	MD #204 OVERLAY WITH 2" COMPACTED DEPTH OF ASPHALT	\$ <u>120.00</u> PER TON	\$ <u>180,000.00</u>
2.	500 TONS	MD #205 OVERLAY WITH 3" COMPACTED DEPTH OF ASPHALT	\$ <u>120.00</u> PER TON	\$ <u>60,000.00</u>
3.	450 TONS	MD #205 OVERLAY WITH 2" COMPACTED DEPTH OF ASPHALT	\$ <u>120.00</u> PER TON	\$ <u>54,000.00</u>
4.	0-400 TONS	COLD MIX ASPHALT PICK-UP WITHIN 15 MILE RADIUS	\$ <u>90.00</u> PER TON	\$ <u>36,000.00</u>
5.	0-500 TONS	HOT MIX ASPHALT PICK-UP WITHIN 15 MILE RADIUS	\$ <u>75.00</u> PER TON	\$ <u>37,500.00</u>
6.	0-500 TONS	STREET LEVELING	\$ <u>150.00</u> PER TON	\$ <u>75,000.00</u>

TOTAL BID: \$ 442,500.00

CENTURY COMPANIES, INC.

Garfield School Walks - Miles City SRTS 8099(10), CN 7982000

ITEM NO.	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization / Demobilization	1	LS	<u>\$12,000.00</u>	<u>\$12,000.00</u>
2	Taxes / Bonds / Insurance	1	LS	<u>\$12,000.00</u>	<u>\$12,000.00</u>
3	Construction Traffic Control	1	LS	<u>\$5,400.00</u>	<u>\$5,400.00</u>
4	Remove Concrete	85	SY	<u>\$15.00</u>	<u>\$1,275.00</u>
5	Relocate Sign Assembly	3	EA	<u>\$340.00</u>	<u>\$1,020.00</u>
6	Adjust Water Valve/Curb Stop	3	EA	<u>\$450.00</u>	<u>\$1,350.00</u>
7	Excavation	686	CY	<u>\$40.00</u>	<u>\$27,440.00</u>
8	Temporary Erosion Control	1	LS	<u>\$4,500.00</u>	<u>\$4,500.00</u>
9	Concrete Sidewalk (4")	16,730	SF	<u>\$6.00</u>	<u>\$100,380.00</u>
10	Concrete Sidewalk (6")	4,410	SF	<u>\$7.50</u>	<u>\$33,075.00</u>
11	Accessibility Ramp Retaining Wall	6	LF	<u>\$10.00</u>	<u>\$60.00</u>
12	Detectable Warning Panels	68	SF	<u>\$43.00</u>	<u>\$2,924.00</u>
13	Hydraulic Seeding - Dryland	1,230	SY	<u>\$5.00</u>	<u>\$6,150.00</u>
14	Replace Fence In Kind	330	LF	<u>\$5.00</u>	<u>\$1,650.00</u>
15	Tree Removal	2	EA	<u>\$1,200.00</u>	<u>\$2,400.00</u>
16	Existing Mailboxes to be Relocated	6	EA	<u>\$160.00</u>	<u>\$960.00</u>
17	Slotted Barrel Drywell Manhole	2	EA	<u>\$4,000.00</u>	<u>\$8,000.00</u>
18	Boulder Pit	271	CY	<u>\$120.00</u>	<u>\$32,520.00</u>

Total Bid Price

\$ 253,104.00
(Figures)

two hundred fifty three thousand one hundred four Dollars and 00/100
(Words)

Millennium Const. & Consulting Inc.

Garfield School Walks - Miles City
SRTS 8099(10), CN 7982000

ITEM NO.	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization / Demobilization	1	LS	13,890 ⁰⁰	13890 ⁰⁰
2	Taxes / Bonds / Insurance	1	LS	19380 ⁰⁰	19380 ⁰⁰
3	Construction Traffic Control	1	LS	9500 ⁰⁰	9500 ⁰⁰
4	Remove Concrete	85	SY	30 ⁰⁰	2550 ⁰⁰
5	Relocate Sign Assembly	3	EA	450 ⁰⁰	1350 ⁰⁰
6	Adjust Water Valve/Curb Stop	3	EA	300 ⁰⁰	900 ⁰⁰
7	Excavation	686	CY	25 ⁰⁰	17,150 ⁰⁰
8	Temporary Erosion Control	1	LS	3500 ⁰⁰	3500 ⁰⁰
9	Concrete Sidewalk (4")	16,730	SF	7 ⁷⁵	129,657 ⁵⁰
10	Concrete Sidewalk (6")	4,410	SF	8 ⁶⁰	37,926 ⁰⁰
11	Accessibility Ramp Retaining Wall	6	LF	50 ⁰⁰	300 ⁰⁰
12	Detectable Warning Panels	68	SF	48 ⁰⁰	3264 ⁰⁰
13	Hydraulic Seeding - Dryland	1,230	SY	5 ⁰⁰	6150 ⁰⁰
14	Replace Fence In Kind	330	LF	30 ⁰⁰	9900 ⁰⁰
15	Tree Removal	2	EA	2500 ⁰⁰	5000 ⁰⁰
16	Existing Mailboxes to be Relocated	6	EA	400 ⁰⁰	2400 ⁰⁰
17	Slotted Barrel Drywell Manhole	2	EA	2250 ⁰⁰	4500 ⁰⁰
18	Boulder Pit	271	CY	90 ⁰⁰	24390 ⁰⁰

Total Bid Price

\$ 291,707⁵⁰

(Figures)

Two hundred ninety one seven hundred seven and ⁵⁰/₁₀₀ —

(Words)

White Resources Group, Inc.

Garfield School Walks - Miles City SRTS 8099(10), CN 7982000

ITEM NO.	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization / Demobilization	1	LS	<u>52,250⁰⁰</u>	<u>52,250⁰⁰</u>
2	Taxes / Bonds / Insurance	1	LS	<u>7900⁰⁰</u>	<u>7900⁰⁰</u>
3	Construction Traffic Control	1	LS	<u>2,500⁰⁰</u>	<u>2,500⁰⁰</u>
4	Remove Concrete	85	SY	<u>27⁰⁰</u>	<u>2,295⁰⁰</u>
5	Relocate Sign Assembly	3	EA	<u>250⁰⁰</u>	<u>750⁰⁰</u>
6	Adjust Water Valve/Curb Stop	3	EA	<u>250⁰⁰</u>	<u>750⁰⁰</u>
7	Excavation	686	CY	<u>107⁰⁰</u>	<u>73,402⁰⁰</u>
8	Temporary Erosion Control	1	LS	<u>1,500⁰⁰</u>	<u>1,500⁰⁰</u>
9	Concrete Sidewalk (4")	16,730	SF	<u>495</u>	<u>8,281,350</u>
10	Concrete Sidewalk (6")	4,410	SF	<u>675</u>	<u>2,976,750</u>
11	Accessibility Ramp Retaining Wall	6	LF	<u>40⁰⁰</u>	<u>240⁰⁰</u>
12	Detectable Warning Panels	68	SF	<u>42⁰⁰</u>	<u>2,856⁰⁰</u>
13	Hydraulic Seeding - Dryland	1,230	SY	<u>9⁰⁰</u>	<u>11,070⁰⁰</u>
14	Replace Fence In Kind	330	LF	<u>28⁰⁰</u>	<u>9,240⁰⁰</u>
15	Tree Removal	2	EA	<u>2,500⁰⁰</u>	<u>5,000⁰⁰</u>
16	Existing Mailboxes to be Relocated	6	EA	<u>350⁰⁰</u>	<u>2,100⁰⁰</u>
17	Slotted Barrel Drywell Manhole	2	EA	<u>3,850⁰⁰</u>	<u>7,700⁰⁰</u>
18	Boulder Pit	271	CY	<u>86⁰⁰</u>	<u>23,306⁰⁰</u>
Total Bid Price				\$ <u>3,154,440⁰⁰</u>	(Figures)

Three Hundred Fifteen Thousand Four Hundred and Forty Dollars ⁰⁰/₁₀₀
(Words)

ORDINANCE NO. 1295

AN ORDINANCE AMENDING ORDINANCES 1073, 1262 AND 1277, 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 12th day of May, 2015.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 26th day of May, 2015.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit "A" to Ordinance 1295

**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. **Seller or Landlord Rental Agreement Form**- Required by all real property owners who are selling property on a contract, and any landlords who own and rent real property, if they wish the City to bill the purchaser, tenant.
- 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 Seller or 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 seller or landlord, as the owner of the real property receiving service, 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 **Seller or Landlord Rental Agreement Form** has been properly completed by the seller or landlord. The purchaser or 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 purchasers or tenants will be sent in care of the seller or landlord. The seller or landlord will then have thirty days to pay the final bill, and all past due charges left by

purchaser or 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 seller or landlord, if a **Seller or Landlord Rental Agreement Form** has been signed. This notice will be sent out by regular first class mail. The notice shall state the amount due, and that services will be terminated if payment is not received by the due date, which is within 10 days of the letter's dated postmark. A written agreement (no verbal holds) for payment may be made with the City Water/ Sewer department's office before said disconnection date to prevent termination of service.

If payment is not received within the 10 day period, 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 written 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 pursuant to Section 6.0, and a deposit in the amount required pursuant to 7.0, of the Administration Rules of the City of Miles City. Customer must be actual account holder/ or spouse to make arrangements using this form.

It is a criminally chargeable offense to forge signature or impersonate a contracted customer, and all suspected incidences of the same shall be reported to local law enforcement. If a purchaser or tenant signs an **Agreement for Payment of Past Due Accounts** form, and defaults on payments, the account will be finaled and past due balance will become the seller's or landlord's responsibility. Seller or 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.

A purchaser or tenant's deposit will be applied to final bill for the address they are moving out of. If the tenant is signing up for a new address a new deposit will be required. Any remaining credit balance after

final bill is paid will be refund to tenant. The same procedure shall apply to a purchaser who is surrendering property which was being purchased.

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, snow birds, or repairs needed or as allowed under Section 6.0. These accounts must be paid in full, according to and following the regular billing schedule, to turn services back on. 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. Water/ Sewer Department Appeal Forms are available in the Finance or Water/Sewer Department. Once the Appeal Form is returned to the City Clerk, meeting will be scheduled at all parties' earliest convenience. The Clerk, in consultation with the Mayor, Utilities Director, and Utility Billing Clerk will make an initial determination on the appeal. These findings will be recorded on the Water/ Sewer Department Appeal Findings Form. If the customer is not satisfied with the response, (findings of the appeals committee), 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 payment's, 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.

12.0 Bulk Water

Bulk Water is a service provided by the City Water Department, and billed by the Finance Department through invoice. Customers are able to purchase large quantities of water ("bulk water") by contacting the Fire Department. A \$5.00 service fee shall be charged for each occasion a customer fills bulk water from the Miles City Fire Department. There is no limit as to how much water a customer may purchase on each occasion. The fee for the water is based off the current City waters rate schedule for a 5/8" meter base fee and overage rates.

The Fire Department will keep track of all bulk water fills and water taken by a customer using a bulk water tracking sheet. Each customer will have their own sheet, and gallons taken will be logged each billing cycle. Every three months the Fire Department will turn in the bulk water tracking sheets to the finance department, where total gallons and number of fills will be tallied and billed.

A billed invoice will be due 30 days from the bill date. After that date the bill will be delinquent and a past due notice invoice will be sent. The customer then has 30 day from the delinquent notice bill date to make payment in full. If a bill goes unpaid for 30 days after the delinquent notice date, a \$150.00 Deposit will be required. The deposit must be placed on the account prior to the customer being allowed to make any further bulk water fills. This deposit along with the full amount due from bill must now be paid in full before any more bulk water is sold to customer. 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 have been made within 30 days of the billing date, the deposit on file will be refunded.

AGREEMENT FOR PAYMENT OF PAST DUE ACCOUNTS

Comment [DR1]: Looks good

CUSTOMER: _____

LANDLORD: _____ LANDLORD ADDRESS: _____

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. Making payments as per specified dates below.

❖ 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	AMOUNT PAID & Int.	CURRENT BILL DUE DATE	AMOUNT DUE	AMOUNT PAID & Int.
____/____/____	\$ _____	\$ _____ ()	____/____/____	\$ _____	\$ _____ ()
____/____/____	\$ _____	\$ _____ ()	____/____/____	\$ _____	\$ _____ ()
____/____/____	\$ _____	\$ _____ ()	____/____/____	\$ _____	\$ _____ ()
____/____/____	\$ _____	\$ _____ ()	____/____/____	\$ _____	\$ _____ ()
____/____/____	\$ _____	\$ _____ ()	____/____/____	\$ _____	\$ _____ ()

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.

**SELLER / 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 your card.

By Order of

City Clerk

(This is now a door hanger)
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 (Total Due listed at bottom of page) 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 – Seller / 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, milescity-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

(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 Seller / Landlord,

You are hereby notified that your purchaser / 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 Seller / 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

Request for ACH Payment Form

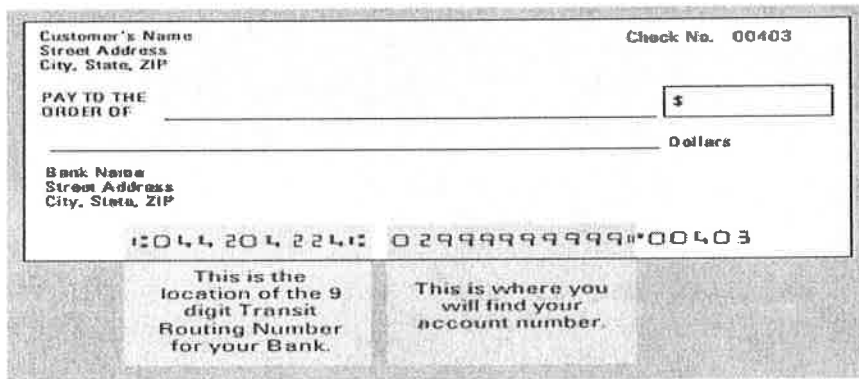
Customer Name: _____ Phone Number: _____

Bank Name: _____

Bank Routing Number: _____

Bank Account Number: _____ Checking ___ Savings ___

Each customer must provide the bank name, bank routing number and bank 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: _____ Start Date of ACH: _____
 Account Number: _____
 Service Address: _____

(Letterhead)

Water/ Sewer Department Appeal Form

Appeal Number# _____

Customer Name: _____

Phone Number: _____

Service Address: _____ Account # _____

Appeal Subject/ Description:

- ❖ Please request any additional information regarding your water/ sewer account you may need from the Utility Billing Clerk.
- ❖ Attach all extra paperwork to this form for review. Present Appeal form to the City Clerk.

Signature of Appellant _____ Date: _____

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.

(Letterhead)

Water/ Sewer Department Appeal Findings Form

Appeal Number# _____

Meeting Date/ Time: _____

Customer Name: _____

Service Address: _____ Account # _____

Appeal Findings:

(Any decision made by Appeal Committee: Attach copy of payment arrangements made, or recommendations being made to Finance Committee regarding unsolved appeal.)

Findings recorded by: _____
(Please Print)

Date: _____

City Clerk

RESOLUTION NO. 3798

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION FOR STREET SWEEPING FOR FISCAL YEAR 2015-2016.

WHEREAS, pursuant to Section 60-2-204 MCA the City of Miles City has negotiated an agreement with the Montana Department of Transportation for the City of Miles City to provide street sweeping and flushing services upon specific sections of state highway within or abutting the City of Miles City, a copy of which is attached hereto as Exhibit "A";

AND WHEREAS, the City Council of the City of Miles City finds that it is in the best interest of the City of Miles City to enter into such agreement with the Montana Department of Transportation;

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

1. The Agreement for the provision of street sweeping and flushing service between the City of Miles City, Montana and the Montana Department of Transportation, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement 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 ____ DAY OF _____, 2015.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk



Miles City Area Office

P.O. Box 460
217 North Fourth Street
Miles City, Montana 59301

Street Sweeping Agreement

This agreement is between the City of Miles City and the Montana Department of Transportation (MDT) for defining street sweeping and flushing responsibilities of the City and MDT in accordance with state law which allows MDT to enter into an agreement with local governments to provide maintenance of State routes with provision for full reimbursement. The term of this agreement shall be for one year beginning July 1, 2015.

LIMITS OF AGREEMENT: The listing of streets and intersections identified under ITEMS COVERED is a full and complete listing of areas covered by this agreement. Unless otherwise defined, that list includes all intersections along the route and intersecting streets for a distance of 15' or to the end of the curb radius return, whichever is greater, and shall include all of the street right of way. During the term of this Agreement, additional areas may be added by written Agreement of the parties.

SCOPE OF AGREEMENT: This agreement covers all activities ordinarily associated with street sweeping and flushing activities.

ITEMS COVERED: Payment to the City for this Agreement shall be for the following:

STREET CLEANING ACTIVITIES:

The City will flush the streets identified below once per week and sweep and clean the streets identified below once every other week, unless otherwise noted. This will begin July 1, 2015 through October 15, 2015 and begin again on April 15, 2016 through June 30, 2016, approximately six months.

- a. Main Street beginning at the westernmost end of the Tongue River bridges proceeding east to the intersection of Main Street and Haynes Avenue.
 - b. North Seventh Street beginning 15' south of the intersection of North Seventh Street and Main Street and proceeding North to the old Milwaukee Railroad tracks.
 - c. Haynes Avenue beginning at the intersection with East Main Street and proceeding south to the south side of the entrance to the Comfort Inn, south of the Broadus Interchange. *The City of Miles City will sweep and flush every 3rd week of the month.
 - d. The Montana Department of Transportation will assist in sweeping activities when excessive sand or leaves have been deposited on the designated state routes.
- If additional sweeping or flushing is requested by the Montana Department of Transportation, and approved by the Maintenance Chief, the agreed rate will be \$55.00 per hour for sweeping and \$32.00 per hour for flushing.

MONTANA PRODUCT PREFERENCE: The City will provide Montana-made goods where those goods are comparable in price and quality to those required by this Agreement pursuant to Section 18-1-112(1), MCA.

COSTS / PAYMENT: The costs associated with this Agreement shall be \$1415.00 per month for a period of six months beginning July 1, 2015 and ending June 30, 2016. This will be a lump sum cost for the activity described, and shall be paid to the City on an annual basis.

The City shall submit billing and a narrative summary of the work done in the period of this Agreement on or before June 10, 2016. MDT agrees to make payment within 20 calendar days of receipt of the billing.

RECORDS: The labor, equipment and materials used on the streets covered in this Agreement shall be assigned a special budget category by the City. No record keeping shall be attempted to break contractual costs against individual streets that are covered in this Agreement. All City records concerning this project are open for review and/or audit by representatives of MDT or the Legislative Auditor at any reasonable time.

TERMINATION: This Agreement may be terminated upon thirty days written notice, delivered by certified mail, return receipt requested, by either party. Upon service of such notice, MDT is liable only for actual work completed as of the date of the notice.

HOLD HARMLESS / INDEMNIFICATION: MDT agrees to hold harmless and/or indemnify the City for damages resulting from the construction or design done by MDT of the streets and areas covered by this Agreement. This holds harmless / indemnification clause shall not cover damages, which are caused whether directly or indirectly by the work done by the City pursuant to this Agreement. The City agrees to defend, protect, indemnify and save harmless MDT and the State against and from all claims, liabilities, demands, causes of action, judgments, and losses claimed to be due to the City's performance of the activities of this Agreement.

CIVIL RIGHTS COMPLIANCE: The City must comply with all applicable Federal and State laws including, but not limited to, prevailing wage laws and those laws referred to in the two-page NOTICE attached hereto, which is made a part of this Agreement by its reference.

LAW AND VENUE: The laws of Montana govern This Agreement. The parties agree that, in the event of any dispute concerning this Agreement, any litigation will be adjudicated utilizing the appropriate, established legal/judicial systems.

ENTIRE AGREEMENT: This document, with the attached Notice, contains the entire Agreement between the parties, and no statements, promises or inducements made by either party or its agents which in any way modifies, alters or changes the contents of the document is binding. Any subsequent modification must be done by a separate written document.

IN WITNESS THEREOF, the parties hereto caused this Agreement to be executed in duplicate by their duly authorized officers.

**STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____
District Administrator

CITY OF MILES CITY

By: _____ Date _____

Title: _____

Attest: _____

Enclosures

Notice Approved for Legal Content per the attached signature page of the original Agreement.

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, _____ (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the

RESOLUTION NO. 3799

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A DONATION AGREEMENT WITH WELLS FARGO BANK.

WHEREAS, Wells Fargo Bank owns and desires to donate certain real property, commonly known as 502 Marion, Miles City, Montana, to the City of Miles City;

AND WHEREAS, the City of Miles City agrees to accept said donation, subject to the terms and conditions of a certain Donation Agreement presented to the City by Wells Fargo Bank;

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

1. The Donation Agreement, attached hereto as Exhibit "A," between the City of Miles City and Wells Fargo Bank is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 26th DAY OF MAY, 2015.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

DONATION AGREEMENT

This Donation Agreement (the "Agreement") for certain real property located at **502 MARION STREET, MILES CITY, MT 59301** ("Property"), is effective upon the Effective Date (defined below), between Owner, whose address is 8480 Stagecoach Cir, Frederick, MD 21701 ("Donor") and **CITY OF MILES CITY**, whose address is **17 South 8th Street** ("Donee"). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. Donor and Donee may each be referred to as a "Party" and collectively as the "Parties".

RECITALS

In consideration of the mutual covenants of the Parties contained in this Agreement, Donor does grant to Donee title to the Property and Donee accepts from the Donor title to the Property under the following terms and conditions:

- A. Donor acquired the Property identified on Exhibit A through the foreclosure process or by a deed in lieu of foreclosure;
- B. Donor did not originally construct any of the improvements forming part of the Property;
- C. Donor has not occupied the Property for its own use;
- D. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "**as is, where is**" and "**with all faults**" basis; and
- E. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

AGREEMENT

1. DONATION.

- 1.1 **Effective Date.** The date this Agreement is signed by both Parties shall be (the "Effective Date") of the Agreement.
- 1.2 **Purchase Price.** The purchase price for the Property shall be ONE and 00/100 Dollars (\$1.00) (the "Purchase Price"). However, the amount payable by the Donee to Donor for the purposes of this transaction as the consideration to be paid shall be ZERO and 00/100 Dollars (\$0.00) (the "Total Adjusted Sales Price"). The term Total Adjusted Sales Price has been determined by the Donor and

Donee taking certain agreed upon sums and applying such sums to the following formula: (a) the Purchase Price less (b) Donor adjustments of -\$1.00.

1.3 Closing. Donee may choose the Donor's Preferred Title Company (defined below) or any other third party.

- (a) Upon Donee's acceptance of the Donor's offer, Donor shall provide to Donee a suggested company ("Donor's Preferred Title Company") to act as the closing agent and title company.
- (b) If Donee selects Donor's Preferred Title Company to act as the closing agent and the title company, then Donor shall pay all costs associated with the conveyance of title to the Property, including attorneys' fees and costs, agents' fees, documentary stamp taxes and recording costs ("Closing Costs").
- (c) If Donee selects a third party other than Donor's Preferred Title Company to act as the closing agent or the title company, then Donor shall pay Closing Costs in the amount of the lesser of (a) \$2,500.00 or (b) the actual amount of Closing Costs.
- (d) The Donee will notify the Donor of the title company and closing agent Donee has selected by completing the selection form attached hereto as Exhibit "B".

1.4 Transfer. Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.

1.5 Deed. Title shall be transferred on the Closing Date via a Deed (which Deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" herein shall be construed to refer to such form of Deed. Donor shall be responsible for recording the Deed following the Closing Date. The Deed to be delivered on the Closing Date shall be a Deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the Property granted therein that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied.

1.6 Title and Examination. Within five (5) days from the Effective Date, Donor will order a title commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") and provide a copy to Donee upon request or on the Closing Date. Donor will provide marketable title to the Property, which shall be acceptable to Donee in its absolute discretion and as a condition and contingency to Donee's obligation to accept the Property under this Agreement.

- 1.7 **Taxes and Utilities.** The Parties agree that the Donor will only be responsible for the following expenses due as of the Closing Date: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. The Property taxes will be prorated based on an estimate of actual taxes from the previous year on the Property. All prorations will be based upon a 30-day month and all such prorations shall be final. Donor will not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property.
- 1.8 **Risk of Loss.** In the event of fire, destruction, or other casualty loss to the Property after the Effective Date, and prior to the Closing Date, (a) Donor may, at its sole discretion, repair or restore the Property, or (b) either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, in its sole discretion, limit the amount to be expended. If Donor elects not to repair or restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.
- 1.9 **Eminent Domain.** In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.

2. **ACKNOWLEDGMENTS AND RELEASE.**

2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:

- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.

- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on the Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.
- (i) Planning and Zoning. Present, past or future conformity of the Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop the Property.
- (k) Title. The condition of title to the Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to the Property or to the development or operation of the Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability, investment return and compliance of the Property, its operation or use with any laws, rules, ordinances, regulations or codes of any government or other body.

2.2 RELEASE.

- (a) RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.

- (b) MEANING. FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.

- (c) EFFECTIVENESS. THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS AGREEMENT.

3. TIME IS OF THE ESSENCE: CLOSING DATE.

- 3.1 It is agreed that time is of the essence with respect to all dates specified in this Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.

- 3.2 The closing shall take place on or before **JUNE 19, 2015** (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and Donee or extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the title company of Donee's choice, Donor's attorney or Donee's attorney, or at a place so designated and approved by Donor, unless otherwise

required by applicable law. If the closing does not occur by the date specified in this Section or in any extension, this Agreement is automatically terminated.

4. GENERAL PROVISIONS.

- 4.1 **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- 4.2 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 4.3 **Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.
- 4.4 **Termination.** Prior to the Closing Date, this Agreement may be terminated by Donor at any time for any or no reason by written notice to Donee.
- 4.5 **Governing Law.** The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.
- 4.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.
- 4.8 **Captions.** The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of such Sections of this Agreement.
- 4.9 **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing

the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

4.10 No Presumption. All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.

4.11 Notices. Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, or by overnight delivery by a reputable courier to the address of the party set forth in this Section, or sent by fax to the Fax number of the party set forth in this Section, or sent by e-mail to the party set for in this Section. Such notice or communication shall be deemed given if sent by personal delivery or by overnight courier, when delivered in person, if sent by fax, when evidence of successful transmission by telecopier has been received by sender or, in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **CITY OF MILES CITY**

Address:
17 South 8th Street
Miles City, MT 59301

If to the Donor: Owner

1 Home Campus
Des Moines, Iowa 50328-0001
Attention: **Amy Schnell**, MAC# X2301-049
Fax Number: **1.877.611.1969**
Amy.Schnell@wellsfargo.com

4.12 Joint and Several. If more than one person or entity has executed this Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONEE:

CITY OF MILES CITY

Signature: _____

Print Name: Chris A. Grenz

Title: Mayor

Date: _____

DONOR:

OWNER

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PROPERTY ADDRESS:

502 MARION STREET
MILES CITY, MT 59301

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CUSTER, STATE OF
MONTANA, AND
IS DESCRIBED AS FOLLOWS:
Lot 1 in Block 10 of Gordon's Addition to the City of Miles City, Custer County, Montana, according to the official
plat and
survey of said addition now on file and of record in the office of the County Clerk and Recorder in and for Custer
County,
Montana.

TAX PARCEL NO:

000RMS1821

EXHIBIT "B"
Donee's Closing Agent

Please select ONE of the following options for closing:

DONEE: CITY OF MILES CITY

Donee selects Donor's Preferred Title Company to act as the closing agent and the Title Company.

If the Donee chooses not to use the Donor's Preferred Title Company to act as the closing agent and the Title Company, then the following section will need to be completed. Please note this box **MUST** be selected to qualify for the up to \$2,500 Donee closing credit.

Please provide contact information for Donee's chosen Title Company:

Company:

Company Mailing Address:

Contact Name:

Phone:

Email:

RESOLUTION NO. 3800

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A JANITORIAL SERVICE AGREEMENT WITH DALE PETROFF d/b/a DALE'S CLEANING SERVICE.

WHEREAS, the City of Miles City desires to contract for janitorial services for the cleaning of certain City owned buildings;

AND WHEREAS after publishing a notice of requests for proposals, Dale Petroff d/b/a Dale's Cleaning Service was the lowest responsible bidder for provision of janitorial services for the City Hall building located at 17 S. 8th Street, Miles City, Montana;

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

1. The Janitorial Service Agreements attached hereto as Exhibit "A" is hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreement on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS ____ DAY OF _____, 2015.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

JANITORIAL SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 201____, by and between THE CITY OF MILES CITY, a political subdivision of the State of Montana, of 17South Eighth Street, Miles City, Montana 59301, hereinafter referred to as "the City" and Dale Petroff of Dale's Cleaning Service, hereinafter referred to as "Contractor";

IT IS HEREBY AGREED between the parties as follows:

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

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

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

3. **TERM OF AGREEMENT; EARLY TERMINATION ON 30 DAYS NOTICE.**

The term of this agreement shall be for a period commencing on the 1st _____ day of July,2015, and terminating at midnight on the 30th day of June, 2016, unless earlier terminated by written notice of either party. This lease shall automatically renew for four (4) additional one year terms, unless earlier terminated by written notice of either party. Either party may terminate this agreement by thirty (30) days advanced written notice of termination to the other party.

4. **COMPENSATION.** The above services shall be provided by Contractor to the City

at the above location for the sum of six hundred and no/100 Dollars(\$ 600.00) per month, payable by the City to Contractor within (30) days after the last day of each month for which service is provided hereunder. If service is provided for only a portion of a month, then such monthly sum shall be prorated by the number of days for which service was provided to the City by Contractor during such month, divided by the number of days for which service is to be provided in each month under Exhibit "B" to this Agreement.

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

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

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

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;

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

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

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

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

Contractor shall, at the inception of this Agreement, provide to the City a written list of names of the persons who are providing services to the City under this Agreement and shall

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

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

9. *INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR; PROOF OF WORKERS' COMPENSATION COVERAGE OR EXEMPTION CERTIFICATE.* Contractor is an independent contractor under this Agreement and is not the employee or agent of the City. Contractor, its officers, agents and employees, shall not hold themselves out as, nor represent themselves to be, employees or agents of the City. Contractor shall provide Workers' Compensation insurance coverage on all of its employees engaged in providing services under this Agreement, unless specifically exempted by law, and shall pay all payroll taxes, including FICA, Medicare, and unemployment, for its employees providing services hereunder. Contractor, prior to commencing work under this Agreement, shall provide to the City a certificate of insurance from the insurer providing Workers' Compensation insurance to Contractor. If Contractor claims exemption from providing Workers' Compensation insurance under Montana law, Contractor shall provide the City with a copy of its independent contractor exemption certificate issued by the Montana Department of Labor and Industry pursuant to §39-71-417 MCA.

10. *NONDISCRIMINATION.* In compliance with §49-3-207 MCA, all hiring by Contractor shall be on the basis of merit and qualification, and Contractor, in the performance of this Agreement, shall not discriminate on the basis of race, color, religion, creed, political ideas,

sex, age, marital status, physical or mental disability, or national origin.

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

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

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

14. **DEFAULT.** In the event that Contractors fails to timely and competently provide services, within the scope of services set forth in Exhibit "B", or otherwise fails to perform or violates any of the other terms and conditions of this Agreement, the City may give Contractor written notice of such default, detailing the nature of the default, and Contractor shall have fifteen (15) days from the date of such notice to correct the default. If Contractor does not fully correct the default within fifteen (15) days of the date of giving of such notice, the City may, without further notice, terminate this Agreement and it shall have no further force and effect.

Notice shall be served upon Contractor by certified mail, return receipt requested, addressed to Contractor at:

____ Dales Cleaning Service _____
____ 2709 Leighton Blvd #3 _____
____ Miles City, MT 59301 _____

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

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

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

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

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

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

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

20. **CAPACITY; PROOF OF GOOD STANDING.** The signators to this Agreement

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

EXECUTED this _____ day of _____, 201____.

CITY OF MILES CITY, MONTANA

By: _____
Its Mayor

Contractor

By: _____

Title: _____

EXHIBIT "A"
LOCATION

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

City Hall- 17 S 8th St, Miles City, Montana

Initialed for identification:

City

Contractor

EXHIBIT "B"

SERVICES TO BE PROVIDED AND FREQUENCY

[ATTACH APPROPRIATE EXHIBIT "B" FROM RFP OFFER]

Initialed for identification:

City

Contractor

RESOLUTION NO. 3801

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO JANITORIAL SERVICE AGREEMENTS WITH MARILYN FORMAN d/b/a MMF CLEANING.

WHEREAS, the City of Miles City desires to contract for janitorial services for the cleaning of certain City owned buildings;

AND WHEREAS after publishing a notice of requests for proposals, Marilyn Forman d/b/a MMF Cleaning was the lowest responsible bidder for provision of janitorial services for the City Shop building located at 217 S. 8th Street, and the Miles City Police Station located at 210 S. Winchester, in Miles City, Montana;

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

1. The Janitorial Service Agreements attached hereto as Exhibit "A" for the City Shop building; and as Exhibit "B" for the Miles City Police Station, are hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreements on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS ____ DAY OF _____, 2015.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

JANITORIAL SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 201____, by and between THE CITY OF MILES CITY, a political subdivision of the State of Montana, of 17 South Eighth Street, Miles City, Montana 59301, hereinafter referred to as "*the City*" and Marilyn Forman of MMF Cleaning _____, hereinafter referred to as "*Contractor*";

IT IS HEREBY AGREED between the parties as follows:

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

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

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

3. **TERM OF AGREEMENT; EARLY TERMINATION ON 30 DAYS NOTICE.** The term of this agreement shall be for a period commencing on the 1st day of July, 2015, and terminating at midnight on the 30th day of June, 2016. This lease shall automatically renew for four (4) additional one year terms, unless earlier terminated by written notice of either party. Either party may terminate this agreement by thirty (30) days advanced written notice of termination to the other party.

4. **COMPENSATION.** The above services shall be provided by Contractor to the City at the above location for the sum of three hundred fifty and no/100 dollars(\$350) per month,

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

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

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

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

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c. Any substance which is or becomes regulated by any federal, state, or local

governmental authority.

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

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

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

Contractor shall, at the inception of this Agreement, provide to the City a written list of names of the persons who are providing services to the City under this Agreement and shall immediately update such listing in the event that new or different persons are providing services

to the City under this Agreement. No person, other than persons named in the written listing provided by Contractor to the City, shall be allowed by Contractor to access the location while Contractor is providing services under this Agreement.

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

9. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR; PROOF OF WORKERS' COMPENSATION COVERAGE OR EXEMPTION CERTIFICATE. Contractor is an independent contractor under this Agreement and is not the employee or agent of the City. Contractor, its officers, agents and employees, shall not hold themselves out as, nor represent themselves to be, employees or agents of the City. Contractor shall provide Workers' Compensation insurance coverage on all of its employees engaged in providing services under this Agreement, unless specifically exempted by law, and shall pay all payroll taxes, including FICA, Medicare, and unemployment, for its employees providing services hereunder. Contractor, prior to commencing work under this Agreement, shall provide to the City a certificate of insurance from the insurer providing Workers' Compensation insurance to Contractor. If Contractor claims exemption from providing Workers' Compensation insurance under Montana law, Contractor shall provide the City with a copy of its independent contractor exemption certificate issued by the Montana Department of Labor and Industry pursuant to §39-71-417 MCA.

10. NONDISCRIMINATION. In compliance with §49-3-207 MCA, all hiring by Contractor shall be on the basis of merit and qualification, and Contractor, in the performance of this Agreement, shall not discriminate on the basis of race, color, religion, creed, political ideas,

sex, age, marital status, physical or mental disability, or national origin.

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

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

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

14. **DEFAULT.** In the event that Contractors fails to timely and competently provide services, within the scope of services set forth in Exhibit “B”, or otherwise fails to perform or violates any of the other terms and conditions of this Agreement, the City may give Contractor written notice of such default, detailing the nature of the default, and Contractor shall have fifteen (15) days from the date of such notice to correct the default. If Contractor does not fully correct the default within fifteen (15) days of the date of giving of such notice, the City may, without further notice, terminate this Agreement and it shall have no further force and effect. Notice shall be served upon Contractor by certified mail, return receipt requested, addressed to Contractor at:

Marilyn Forman

58 Pony Lane

Miles City, MT 59301

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

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

16. **LITIGATION.** In the event that it becomes necessary for either party to institute legal proceedings to enforce any of the terms of this Agreement, then the prevailing party in such

proceedings shall be entitled to recover from the non-prevailing party all costs and expenses incurred in such proceedings, including reasonable attorney's fees.

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

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

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

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

EXECUTED this _____ day of _____, 201____.

CITY OF MILES CITY, MONTANA

By: _____
Its Mayor

Contractor

By: _____

Title: _____

LOCATION

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

Miles City Police Station, 210 S Winchester, Miles City, Montana

Initialed for identification:

City

Contractor

SERVICES TO BE PROVIDED AND FREQUENCY

[ATTACH APPROPRIATE EXHIBIT "B" FROM RFP OFFER]

Initialed for identification:

City

Contractor

REQUIREMENTS

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

Personal Injury: \$250,000.00 per person

\$500,000.00 per occurrence

Property Damage: \$100,000.00 per occurrence

Initialed for identification:

City

Contractor

JANITORIAL SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 201____, by and between THE CITY OF MILES CITY, a political subdivision of the State of Montana, of 17 South Eighth Street, Miles City, Montana 59301, hereinafter referred to as "the City" and Marilyn Forman of MMF Cleaning _____, hereinafter referred to as "Contractor";

IT IS HEREBY AGREED between the parties as follows:

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

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

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

3. **TERM OF AGREEMENT; EARLY TERMINATION ON 30 DAYS NOTICE.** The term of this agreement shall be for a period commencing on the 1st day of July,2015, and terminating at midnight on the 30th day of June, 2016. This lease shall automatically renew for four (4) additional one year terms, unless earlier terminated by written notice of either party. Either party may terminate this agreement by thirty (30) days advanced written notice of termination to the other party.

4. **COMPENSATION.** The above services shall be provided by Contractor to the City at the above location for the sum of two hundred fifty and no/100 dollars(\$250) per month,

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

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

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

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

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c. Any substance which is or becomes regulated by any federal, state, or local

governmental authority.

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

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

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

Contractor shall, at the inception of this Agreement, provide to the City a written list of names of the persons who are providing services to the City under this Agreement and shall immediately update such listing in the event that new or different persons are providing services

to the City under this Agreement. No person, other than persons named in the written listing provided by Contractor to the City, shall be allowed by Contractor to access the location while Contractor is providing services under this Agreement.

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

9. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR; PROOF OF WORKERS' COMPENSATION COVERAGE OR EXEMPTION CERTIFICATE. Contractor is an independent contractor under this Agreement and is not the employee or agent of the City. Contractor, its officers, agents and employees, shall not hold themselves out as, nor represent themselves to be, employees or agents of the City. Contractor shall provide Workers' Compensation insurance coverage on all of its employees engaged in providing services under this Agreement, unless specifically exempted by law, and shall pay all payroll taxes, including FICA, Medicare, and unemployment, for its employees providing services hereunder. Contractor, prior to commencing work under this Agreement, shall provide to the City a certificate of insurance from the insurer providing Workers' Compensation insurance to Contractor. If Contractor claims exemption from providing Workers' Compensation insurance under Montana law, Contractor shall provide the City with a copy of its independent contractor exemption certificate issued by the Montana Department of Labor and Industry pursuant to §39-71-417 MCA.

10. NONDISCRIMINATION. In compliance with §49-3-207 MCA, all hiring by Contractor shall be on the basis of merit and qualification, and Contractor, in the performance of this Agreement, shall not discriminate on the basis of race, color, religion, creed, political ideas,

sex, age, marital status, physical or mental disability, or national origin.

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

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

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

14. **DEFAULT.** In the event that Contractors fails to timely and competently provide services, within the scope of services set forth in Exhibit "B", or otherwise fails to perform or violates any of the other terms and conditions of this Agreement, the City may give Contractor written notice of such default, detailing the nature of the default, and Contractor shall have fifteen (15) days from the date of such notice to correct the default. If Contractor does not fully correct the default within fifteen (15) days of the date of giving of such notice, the City may, without further notice, terminate this Agreement and it shall have no further force and effect. Notice shall be served upon Contractor by certified mail, return receipt requested, addressed to Contractor at:

Marilyn Forman

58 Pony Lane

Miles City, MT 59301

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

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

16. **LITIGATION.** In the event that it becomes necessary for either party to institute legal proceedings to enforce any of the terms of this Agreement, then the prevailing party in such

proceedings shall be entitled to recover from the non-prevailing party all costs and expenses incurred in such proceedings, including reasonable attorney's fees.

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

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

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

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

EXECUTED this _____ day of _____, 201____.

CITY OF MILES CITY, MONTANA

By: _____
Its Mayor

Contractor

By: _____

Title: _____

LOCATION

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

Miles City Shop, 217 S 8th Street, Miles City, Montana

Initialed for identification:

City

Contractor

REQUIREMENTS

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

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

Initialed for identification:

City

Contractor

SERVICES TO BE PROVIDED AND FREQUENCY

[ATTACH APPROPRIATE EXHIBIT "B" FROM RFP OFFER]

Initialed for identification:

City

Contractor

RESOLUTION NO. 3802

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A SERVICE PROJECT SPONSOR AGREEMENT WITH AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS.

WHEREAS, the City has applied to be a project sponsor for an Americorps National Civilian Community Corps (NCCC) service project to be completed in and around the City of Miles City, Montana;

AND WHEREAS, NCC has agreed to send a team to perform said service project;

AND WHEREAS, the duties and responsibilities of NCCC and the City of Miles City have been set forth in a Service Project Sponsor Agreement provided to the City by NCCC;

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

1. The Service Project Sponsor Agreement, attached hereto as Exhibit "A," between the City of Miles City and Americorps National Civilian Community Corps 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 Contract and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 26th DAY OF MAY, 2015.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk



AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS
PROJECT SPONSOR AGREEMENT

AGREEMENT BETWEEN
THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

and

City of Miles City

for Service Project Number 201501-430

This Agreement is entered into by and between the Corporation for National and Community Service's AmeriCorps National Civilian Community Corps National Service Program (hereinafter referred to as the "AmeriCorps NCCC") and the

City of Miles City

(hereinafter referred to as the "Project Sponsor").

Whereas, the National and Community Service Act of 1990, as amended, 42 U.S.C. § 12501, et seq., specifically 42 U.S.C. §12612, authorizes the Corporation for National and Community Service to establish the AmeriCorps NCCC;

Whereas, the Project Sponsor's service project proposal and/or supplemental check list (when applicable) has been approved by AmeriCorps NCCC, is hereby attached, and is incorporated into this agreement by reference;

Whereas, these service projects will meet an identifiable public need and emphasize the performance of community service activities that provide meaningful community benefits and opportunities for service learning and skills development for the Corps Members;

Whereas, each Party to this Agreement is a separate and independent organization. As such, each organization retains its own identity in providing services, and each organization is responsible for establishing its own policies and financing its own activities (except as specifically set forth in this Agreement). Nothing in this Agreement authorizes the NCCC or the Project Sponsor to obligate the funds of the other Party, or does it authorize either party's involvement in, or approval of, other, unrelated activities engaged in by either Party. The Agreement also does not create any employment relationship, partnership, joint venture, or other similar legal relationship between the NCCC and the Project Sponsor, and neither party has the authority to bind, or act on behalf of, the other.

The parties hereby agree to the terms and conditions as follows:

**AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS
SERVICE PROJECT SPONSOR AGREEMENT**

I. AmeriCorps NCCC's Responsibilities

A. The AmeriCorps NCCC agrees that approximately 1 Team(s), consisting of approximately 8-12 Corps Members, from the Pacific Region, will perform the following service project(s) in conjunction with the Project Sponsor:

1. Project No(s) 201501-430, as described in the AmeriCorps National Civilian Community Corps Project Application, submitted by the Project Sponsor on 2/23/2015 and approved by the AmeriCorps NCCC on 4/23/2015.

2. The AmeriCorps NCCC Teams will perform the tasks as specified in the Project Application, with the following modifications or considerations:

N/A

B. Period of Performance: The AmeriCorps NCCC Teams will begin the service project(s) not before 6/2/2015 and the service project(s) projected completion is on or about 7/15/2015. If, however, AmeriCorps NCCC Teams are unable to begin or end the service projects on said dates, the AmeriCorps NCCC will notify the Project Sponsor in writing of this delay.

C. No member of an AmeriCorps NCCC Team (including any Corps Member or Team Leader) shall sign any document provided by the Project Sponsor or any representative or employee of the Project Sponsor, including but not limited to: liability waivers, hold harmless agreements, indemnification agreements, or employment-related documents. In the event that a member of an AmeriCorps NCCC Team, signs a document provided by the Project Sponsor or any representative or employee of the Project Sponsor, the signature on any such document shall have no force or effect of law. Neither the Team nor any Team Leader or Corps Member thereof, may legally bind the AmeriCorps NCCC Team or the AmeriCorps NCCC Program.

D. The AmeriCorps NCCC Team and all of its individual members constitute federal assistance to the Project Sponsor.

E. AmeriCorps NCCC Corps Members and Team Leaders are covered by the Federal Tort Claims Act, 28 U.S.C. §2671, *et seq.* Therefore, any tort claims against Corps Members and/or Team Leaders arising out of incidents occurring while acting within the scope of their duties will be adjudicated under the Federal Tort Claims Act.

G. AmeriCorps NCCC Corps Members and Team Leaders are also covered by the Federal Employees Compensation Act, 5 U.S.C. §8101, *et seq.* Consequently, any worker compensation claims filed by Corps Members and/or team leaders arising out of incidents occurring while

**AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS
SERVICE PROJECT SPONSOR AGREEMENT**

acting within the scope of their duties will be adjudicated under the Federal Employees Compensation Act.

- H. NCCC Corps Members and Team Leaders are not employees in any manner whatsoever of the Project Sponsor, but are participants in a federally-funded and federally-operated program of the Corporation for National and Community Service. The AmeriCorps NCCC Program is solely responsible for the overall management, supervision, and discipline (e.g. right to remove or discharge) of all AmeriCorps Team Leaders and Corps Members.

II. Project Sponsor's Responsibilities

- A. The Project Sponsor will provide equipment, supplies, training, and technical supervision as specified in the approved Project Application with the following modifications or considerations:

N/A

- B. In the event the Project Sponsor provides (subject to the concurrence by an authorized NCCC official) vehicles for Team Leaders, Corps Members or NCCC Staff (only those trained and certified to drive government vehicles) to use to perform project tasks, the Project Sponsor and/or Partnering Organization agrees to ensure that such drivers are authorized operators under the Sponsor's automobile liability insurance, and further agrees to hold the Corporation for National and Community Service, the AmeriCorps National Civilian Community Corps, and its employees, Team Leaders and Corps Members harmless for any damages to the Project Sponsor's vehicles, that may occur as a result of the NCCC's authorized use of such vehicles. The Project Sponsor also agrees to assume all costs of repair for any damages to Project Sponsor's vehicles. Check applicable.

a. I authorize NCCC Team Leaders, Corp Members or Staff usage of Project Sponsor and/or Partnering Organization's vehicles to perform project tasks.

b. I DO NOT authorize NCCC Team Leaders, Corps Members or Staff usage of Project Sponsor and/or Partnering Organization's vehicles to perform project tasks.

- C. In the event the Project Sponsor provides (subject to the concurrence of by an authorized NCCC official) equipment for Team Leaders, Corps Members, or NCCC Staff to use to perform project tasks, the Project Sponsor and/or Partnering Organization agrees to ensure that such individuals are authorized users/operators under the Sponsor's liability insurance. The Project Sponsor also agrees to assume all costs of repair for any damages to Project Sponsor's equipment.

**AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS
SERVICE PROJECT SPONSOR AGREEMENT**

- D. If applicable, the Project Sponsor will assist with the lodging, meals, and other support for the AmeriCorps NCCC Team as described in the Project Application and/or specified below. If the Project Sponsor and the AmeriCorps NCCC agree to enter into a cost-share agreement in support of this project, a separate cost share agreement will be completed and incorporated by reference into this agreement.
- E. The service projects will be lawful, meet an identifiable need in the community, and provide the community with meaningful benefits.
- F. The service projects will not require that the Team Leaders or Corps Members engage in religious instruction, worship services, or any form of proselytization.
- G. Team Leaders or Corps Members participating in the service project will not be required to assist, promote or deter union organizing or assist directly or indirectly any election to Federal office or an election to State or local public office.
- H. Project sponsors agree to include the name, "AmeriCorps NCCC" in public communication that references the work being completed by the AmeriCorps Team, including, but not limited to, press releases, media activity, website, and social media. Program sponsors also agree to refer to those serving as "AmeriCorps members" and to coordinate any large-scale media activities with AmeriCorps NCCC.
- I. Project sponsor agree to promote or assist with the promotion of national service and AmeriCorps NCCC, but not limited to, the following: providing time for AmeriCorps Corps Members to hold recruitment events, allowing AmeriCorps Corps Members to place yard signs that promote AmeriCorps at the project site, inform the community, the project sponsor's stakeholders, recipients and staff, the community and the general public of the work being performed by the AmeriCorps team, and encourage young adults to apply to AmeriCorps NCCC.
- J. The Project Sponsor will comply with all federal statutes, including the National and Community Service Act of 1990, as amended, relating to nondiscrimination, which includes nondiscrimination on the basis of race, color, national origin, sex, age, disability, and in most instances, religion. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment.
- K. The Project Sponsor understands that the AmeriCorps NCCC is part of the National Disaster Response Network, and that all or some of the Corps Members involved in this service project may be called away as part of a national disaster response.

**AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS
SERVICE PROJECT SPONSOR AGREEMENT**

III. Modification and Termination

This Agreement may be amended at any time, in writing, by mutual consent of the authorized representatives of the Project Sponsor and the AmeriCorps NCCC. Termination of this Agreement by either party is accomplished by giving written notice five days prior to the effective date of the termination, except in the case of a national disaster. The Project Sponsor understands that the AmeriCorps NCCC is part of the National Disaster Response Network, and that all or some of the Corps Members involved in this service project may be called away as part of a national disaster response. In the case of a national disaster response, AmeriCorps NCCC will provide as much notice as circumstances allow.

IV. SIGNATURES

The parties below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the date of the final signature and remain in effect until 7/15/2015.

REMINDER: Sponsors must check one of the boxes on page 3 to indicate permission or denial of driving privileges for sponsor provided vehicles.

CNCS/AmeriCorps NCCC

Project Sponsor:

Jennifer Szeliga Digitally signed by Jennifer Szeliga
DN: cn=Jennifer Szeliga, o=CNCS/AmeriCorps NCCC, email=jenszel@nccco.org

Signature
Jennifer Szeliga

Printed Name
Title: Deputy Region Director for
Programming

Date: 5/8/2015

Address: 3427 Laurel Street

McClellan, CA 95652

Phone: 916-640-0311

Signature

Printed Name
Title: _____

Date: _____

Address: _____

Phone: _____

RESOLUTION NO. 3803

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE CUSTER COUNTY WATER AND SEWER DISTRICT FOR FLUSHING HYDRANTS IN CALENDAR YEAR 2015.

WHEREAS, The City of Miles City, acting through its Fire Department, has proposed to the Custer County Water and Sewer District to provide hydrant flushing services to the district for 2014 for the sum of Five Thousand dollars and no/100 (\$5,000.00), as reflected in the proposal attached hereto as Exhibit "A;"

AND WHEREAS, the Custer County Water and Sewer District is agreeable to the City providing such services according to the terms contained in said proposal;

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

The 2015 Proposal for Hydrant Flushing Services attached hereto as Exhibit "A," and made a part hereof, is hereby approved, and Chief of the Miles City Fire Department is hereby empowered and authorized to carry out the terms of this Agreement on behalf of the City of Miles City.

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 26th DAY OF MAY, 2015.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

2015 PROPOSAL FOR HYDRANT FLUSHING SERVICES

The City of Miles City proposes to flush the Water and Sewer District fire hydrants for a fee of \$5,000.00 with a maximum of 71 hydrants. District will pay all invoices within 30 days of billing by the city.

The District will pay for all water utilized in the procedure.

Services would be provided pursuant to standard hydrant flushing procedures used by MCFR.

The District will have all risk of breakage or damage to valves or pipes resulting from the flushing process.

The service will be performed prior to September 15, 2015.

The City will provide all equipment needed to flush the hydrants.

This offer is contingent upon final approval of the agreement by the Miles City Council.

Dated May 18, 2015

Gary L. Warren

Fire Chief-MCFR

RESOLUTION NO. 3804

A RESOLUTION PROVIDING FOR A CAPITAL IMPROVEMENT FUND FOR THE AMBULANCE SERVICE OF THE CITY OF MILES CITY.

WHEREAS, §7-6-616 MCA authorizes a city to establish a capital improvement fund for the replacement, improvement and acquisition of certain property, facilities or equipment;

AND WHEREAS, the City of Miles City desires to establish a capital improvement fund for the City's ambulance service;

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

1. There is hereby created a capital improvement fund for the Miles City Ambulance Service designated as Fund No. 4050 - Ambulance Service Capital Improvement Fund, to be administered as provided by Montana law.
2. The Ambulance Service Capital Improvement Fund shall be funded by the allocation of 3% of the gross revenue generated by the Miles City Ambulance Service to said fund.
3. This resolution shall become effective immediately upon final passage.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 26th DAY OF MAY, 2015.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

MILES CITY PRESERVATION COMMISSION

BY-LAWS

ARTICLE I

NAME

As authorized by the City of Miles City and City Ordinances 1109 and 1190, this body shall be known as the Miles City Preservation Commission.

ARTICLE II

MEMBERS

The Miles City Preservation Commission will consist of seven members appointed by the Mayor and approved by the Miles City Council for three year terms with staggered terms.

ARTICLE III

MEETINGS

Section 1.

The Commission shall conduct a minimum of four regularly scheduled meetings per calendar year which shall be held at times designated by the Commission at City Hall or such other place the Board may determine.

Section 2.

Special meetings may be called by the Chair or at the call of the Board, provided that proper notice thereof is given to all Commission members at least two days in advance.

Section 3.

A majority of the members shall constitute a quorum at all meetings of the Commission.

Section 4.

All questions presented for a vote of the Preservation Commission shall be decided by a simple majority of the quorum, including the vote of the Chairperson.

Section 5.

Any member of the Commission who misses three consecutive meeting without good cause shall be deemed to have resigned, and the Commission will recommend to the Mayor and City Council that a replacement be appointed for the balance of the unexpired term.

Section 6.

Robert's Rules of Order shall govern in the parliamentary procedure of the Commission, in all cases to which they are applicable and in which they are not inconsistent with these by-laws.

ARTICLE IV

OFFICERS

Section 1.

The Officers of the Commission shall be a Chairperson and Vice Chairperson and a non-elected Secretary. The Secretary may be the Historic Preservation Officer or another City Staff person.

Section 2.

Officers shall be elected and take office at the first regular meeting of the calendar year.

Section 4.

Vacancies in office shall be handled as follows:

- a) In the event of resignation or incapacity of the Chairperson, the Vice Chairperson shall become the Chair for the unexpired portion of the term.
- b) Vacancies in offices other than the Chairperson shall be filled for the unexpired term by special election.

Section 5.

Duties of the Officers shall be as follows:

- a) Chair:
 - i. Preside at all meetings
 - ii. Represent the Preservation Commission at public functions
 - iii. Appoint special committees
 - iv. Assist the Historic Preservation Officer (HPO) in establishing the agenda for each meeting. Agenda items requested by any Commission member will also be included.
- b) Vice-Chairperson:
 - i. Assist the Chairperson in directing the affairs of the Commission and act in the Chairperson's absence.

ARTICLE V

COMMITTEES

Section 1. Committees may be appointed for special purposes by the Chairperson and with the consent of the majority of the Commission. These Committees automatically dissolve upon completion of their assignment.

ARTICLE VI

Section 1. The Historic Preservation Officer shall be an ex-officio member of the Commission.

ARTICLE VII

POWERS AND DUTIES OF COMMISSION MEMBERS

Section 1.

- a) Commission members shall:
 - i. Abide by applicable ordinances of the City of Miles City.
 - ii. Act in an advisory capacity to the City Council and the Historic Preservation Officer. Recommend policies to govern the operation and program of the Historic Preservation Office.
 - iii. Assist in interpreting the policies and functions of the Historic Preservation office.
 - iv. Assist in planning and give guidance for future Historic Preservation Office projects.
 - v. Encourage in every way possible the development and advancement of Historic Preservation.
 - vi. Sign a Conflict of Interest and Confidentiality Agreement. (Attached as Appendix A of these Bylaws).

ARTICLE VIII

AMENDMENTS

Section 1. These by-laws may be amended by a majority vote at any regular meeting, provided all Commission members have been notified of the proposed amendments at least ten days prior to such meeting. Such amendment would then be subject to approval by the City Council.

APPENDIX A: CONFLICT OF INTEREST AND NON-DISCLOSURE AGREEMENT

MILES CITY MT. PRESERVATION COMMISSION

CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT

This Agreement is entered into as of the ____ day of _____, 20__, between _____ (Miles City Preservation Commission member) and the City of Miles City. This agreement shall continue to be in effect following the conclusion of service of the Commission member.

NO CONFLICT OF INTEREST

1. Commission Member acknowledges that any potential or actual conflicts of interest that arise during the term of service as a Miles City Preservation Commission member will be disclosed at such time as the Commission member recognizes the conflict. Commission member will disclose any potential conflicts of interest and recuse themselves from voting on such matters at Commission and Council Meetings should they arise during the meeting.

CONFIDENTIAL INFORMATION

2. Accordingly, the Commission members agree to hold all information disclosed to the Commission in confidence and neither disclose the same to others nor use the same for any personal gain or purpose other than in their role as members of the Miles City Preservation Commission without prior written authorization from the private individual or business entity involved.

3. Commissioners must abide by a strict code of ethics by not discussing, nor disclosing specific business and/or financial information of any private person or business entity outside of Commission meetings. A Commission member shall not provide information regarding any proposed business idea a private individual may present to the Commission as a request for assistance, nor provide status or progress reports on businesses working with the Commission or the City of Miles City to locate or open businesses in Miles City, without prior authorization from the private individual or business entity involved.

Confidential information may include, but not be limited to any information, suggestion, project planning, marketing information, product or product development, specific personal, business and/or financial information of any private person or business entity, proposed or actual purchases or sales of real estate or plans in progress or other economic development projects with respect to which the Commission is exposed in their role as Miles City Historic Preservation Commission.

5. The duty of confidentiality and nonuse shall not apply to any information disclosed to the Commission through no act or failure to act on the part of the City of Miles City, is or becomes public information, the Commission has in its possession at the time of disclosure, or is furnished to the Commission by a third party without restriction on disclosure.

OTHER PROVISIONS

5. This Agreement is specific to the Miles City Preservation Commission. This Agreement will be governed by the laws of Montana, and, to the extent applicable, the laws of the United States of America, without regard to the place this Agreement is to be performed or where this Agreement was made. Any dispute arising under this Agreement that the parties cannot resolve by good faith discussion and negotiation shall be decided by binding arbitration, conducted according to the rules and guidelines of the American Arbitration Association.

Agreement to the foregoing is indicated by the signatures below:

Miles City Preservation Commission Member	Date	City of Miles City	Date
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