



CITY OF MILES CITY AGENDA

*Special Council Meeting
City Council Chambers*

*April 27, 2016
7:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- | | |
|------------------------------|-----------|
| A. City Council Meeting | 4/12/2016 |
| B. Human Resource Meeting | 3/31/2016 |
| C. Special Council Meeting | 4/18/2016 |
| D. Finance Committee Meeting | 4/21/2016 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

Mark Ahner, Request for Approval of Fourth of July Events: Parade/Riverside Park Events

Janelle Grant, Keep Miles City Beautiful: Update & Permission to Conduct Great American Cleanup on May 9th

4. APPOINTMENTS

Miles City Housing Authority- Carol Cherry, Housing Authority Board Member for a 5 year term

5. PROCLAMATIONS

Arbor Day- April 29, 2016

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

Finance Committee: The donation from Midrivers conforms to the City's donation policy

Finance Committee: An amount of \$647.96 from water/sewer write offs be sent to collections

10. BID OPENINGS

Bid for paving maintenance district #204 & 205

11. BID AWARDS

12. PUBLIC HEARINGS

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- A. RESOLUTION NO. 3912- A Resolution Authorizing the City of Miles City to Award a Downtown Façade Improvement Grant to Montana Health Network
- B. RESOLUTION NO. 3913- A Resolution Authorizing the City of Miles City to Award a Downtown Façade Improvement Grant to Casa Diamonds
- C. RESOLUTION NO. 3914- A Resolution Approving an Agreement With Ovivo, USA, for Goods and Special Services Pertaining to the Miles City Wastewater Improvements Phase II Project
- D. RESOLUTION NO. 3915- *(First Reading)* A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2015-2016 to Increase the Budgeted Amount in the General Fund for Various Unbudgeted Expenditures
- E. RESOLUTION NO. 3916- A Resolution Authorizing the City of Miles City to Enter Into an Interlocal Agreement With Custer County for Cooperative Implementation of CDBG-ED Grant
- F. 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 April 12, 2016

7:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, April 12, 2016, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were John Uden, Rachel Sloan, Dwayne Andrews, Susanne Galbraith, Brant Kassner, Jeff Erlenbusch, Ken Gardner and Kathy Wilcox.

Also present were City Attorney Dan Rice, Police Chief Doug Colombik, Public Utilities Director Allen Kelm, Fire Chief Gary Warren, Grant Writer/Planner in Training Dawn Colton, Grant Administer/Historic Preservation Officer Connie Muggli, Police Sergeant Casey Prell and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 3/22/2016

- **** *Councilperson Uden moved to approve the minutes of the Regular Council Meeting of March 22, 2016, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 8-0.*

Finance Committee Meeting Minutes: 3/17/2016

- **** *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of March 17, 2016, and seconded by Councilperson Sloan. The motion **passed** by unanimous consent, 8-0.*

Human Resource Meeting Minutes: 3/17/2016

- **** *Councilperson Sloan moved to approve the minutes of the Human Resource Meeting of March 17, 2016, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 8-0.*

Finance Committee Meeting Minutes: 3/31/2016

*** Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of March 31, 2016, and seconded by Councilperson Andrews. The motion passed by unanimous consent, 8-0.*

SCHEDULE MEETINGS

Study Commission
Public Safety

April 21, 2016 at 5:15pm
April 19, 2016 at 7:00pm

REQUEST OF CITIZENS & PUBLIC COMMENT

Gloria Grenz, 506 Mississippi thanked Bruce Ingraham and Chief Colombik for taking care of the pigeons in town, since it took so long the water tower now needs painted. She added that doves are starting to gather at the park.

Gary Meidinger, 221 North 5th Street, handed out pictures showing that his neighbor's front yard had turned into a junk yard. There was a mobile home moved in today that sits beside two other old mobile homes. He called Building Inspector Hirsch and the police to talk to his neighbor and was told the mobile home would be moved tomorrow. He asked Council to do something about the junk in that area.

Citizen Grenz added the Mr. Shipley's mess is back and would like to suggest the code enforcer fine him and other residents.

APPOINTMENTS

Mayor Hollowell swore Mike Coryell into the Miles City Area Economic Development Liaison to the Miles City Urban Renewal District Agency Board of Commissioners position.

PROCLAMATIONS

None

STAFF REPORTS

Administer Muggli announced that a filming company will be in town April 28th through April 30th to film a video for the downtown marketing campaign, from 400 block to 1100 block of Main Street. The finished film will be used in television commercials, YouTube and social media. The Department of Commerce and Tourism had been great partners in getting it organized. She asked Council to join her in thanking many, many people involved. There will be a day for casting fifty parts in the film, and on the weekend of the filming there will be a street dance, sponsored by the Montana, Trails Inn and Bison bar. The Red Neck Grill will be roasting a pig and Bernadette Miller is organizing an early Farmers Market to begin on April 30th.

Chief Warren announced that the Fire Department had received several smoke detectors from the Red Cross. He said if anyone needed one to call the Fire Department and they will install them for free.

CITY COUNCIL COMMENTS

Councilperson Sloan said she received a phone call from a resident complaining about Dave Thompson's site on Valley Drive East.

Councilperson Gardner said that for the last two months things have been moved in on the North side of town and then abandoned.

- 1) A burned mobile home, which is a health hazard and an eye sore
- 2) A mobile home on the dike
- 3) A mobile home in Gary Meidinger neighbor's yard

He added that it needs to stop and the City needs to put its foot down with Council support.

Councilperson Uden said the Burlington Northern depot had been in limbo for 7 years. It's an eye sore and a health hazard. He thought the Mayor should act on his administrative authority to demo the building, if not it should be sent to committee for a discussion. Also, he thought the wage process should be treated as a whole at budget time.

Councilperson Sloan said the Human Resource committee is in the process of writing a wage policy.

Councilperson Andrews said there is a lot of junk around town and thought Code Enforcer Officer Certain had given a certain amount of time to several people to clean their site. He thought the City needs to allow those people time to clean up and then be fined or go to court. Mayor Hollowell said Officer Certain does give the land owner a certain amount of time and if not cleaned up, they are fined. He added that public nuisances can be tough. Councilperson Andrews then added that he thought the six year wage study should be followed unless an employee had a major job change or added responsibility. He said he thought there should be no wage increase to any position until the six years had expired.

Councilperson Erlenbusch said he received a call from the manager of Miles City Job Service; he wanted to thank the city water employees for a fantastic job installing the curb stop in front of their office.

Councilperson Wilcox asked if the public nuisance waste debris is associated with criminal activity. Chief Colombik said some of it is associated with criminal activity and felt the City needs to get on these people

Councilperson Uden said it was sad that Sanjel will be shutting down the first of May. The company had brought a lot into the city and will be sorely missed. He asked the Mayor to write a letter on behalf of the Mayor and Council to Sanjel thanking them for their support through the years.

MAYOR COMMENTS

Mayor Hollowell said he will write a letter to Sanjel and asked Council if they approve writing a letter to Liberty welcoming them to the City of Miles City. The consensus of Council was yes.

He announced that Shakespeare in the Park will be July 5th at the Pumping Plant Park. Public utility worker Todd Brown received his certification and has graduated as a crossed trained certified operator.

STANDING COMMITTEE RECOMMENDATIONS

Finance Committee- Recommends to review the Grant Writer/Planner in Training wages at budget time

*** Councilperson Galbraith moved to review the Grant Writer/Planner in Training wages at budget time, and seconded by Councilperson Wilcox.*

Administrator Colton explained that the position did not exist when the survey was done. The agreement with the city, when she took the position, was to accept the established wages for two years and then after the two years an increase would be provided. She said the first year she paid 257 hours to Land Solution for consulting and the second year she paid 93 hours. She had saved the City about \$14,716 over the first year. The \$2.00 an hour increase would total \$1,117.61 and the money is in the budget which was saved by not paying Land Solution for consulting fees for a total of \$12,000. She added that since she took her new position she has received \$193,000 in grants, this does not include TSEP grants.

*** The motion passed 8-0*

Finance Committee- Recommends to wave the cost of flood and building permits, for the building of the amphitheater in Riverside Park

*** Councilperson Uden moved to wave the cost of flood and building permits for the building of the amphitheater in Riverside Park, and seconded by Councilperson Sloan.*

Councilperson Galbraith explained that the Building Inspector would be paid out of his reserves.

The motion passed 8-0

Human Resource Committee- Recommends to review the Flood Plain Administrator/AutoCAD Technician/Assistant Public Works & Public Utilities wages once a wage policy is in place

*** Councilperson Wilcox moved to review the Flood Plain Administrator/AutoCAD Technician/Assistant Public Works & Public Utilities wages once a wage policy was in place, and seconded by Councilperson Erlenbusch. The motion passed 8-0*

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

NEW BUSINESS

A. Revisit- Joint Effort of the Sheriff Department, County Attorney and City to Create Investigator's Position.

****** *Councilperson Sloan moved to postpone discussion on the joint effort until budget time, seconded by Councilperson Kassner.*

Councilperson Uden thought there was a possibility the position should exist. If the police department hired a policeman it might help relieve some of the load. This position would be answerable to the Miles City Chief of Police and then a detective may not have to be hired. He agreed with the postponement to look at other options available and what would benefit the City, County and County Attorney.

Councilperson Galbraith agreed to postpone because for fiscal year 2016/2017 the County will not fund for the School Resource Officer, which will cost the City an additional \$10,000. She felt the SRO position makes a good impression on younger people.

County Attorney Glade explained that almost half of the felonies he prosecutes are from the City. He did not care who hired the position but said he would like input in the hiring and also during work, because he would work very closely with the position. The position is needed for the safety of people, and would need to be able to attend multi meetings. He added that from 2013 to 2015 the case load is 50% more and this year the case load will have doubled from 2013.

Councilperson Wilcox thought it would be helpful to have a spreadsheet with the two or three options explaining how the position would fit into the budget and the effects to the City, County and County Prosecutor.

Chief Colombik said the need for an investigator is needed. Right now two of his captains fill in shifts. He needs an officer on the street or a full time detective.

Councilperson Uden agreed with the postponement and would like to see more options to consider.

*** The motion passed 8-0*

B. RESOLUTION NO. 3899- Resolution Authorizing Application for Land & Water Conservation Fund Assistance

*** Councilperson Galbraith moved to approve the Resolution, by title only, seconded by Councilperson Andrews. On roll call vote passed 8-0. Resolution No. 3899 passed*

C. RESOLUTION NO. 3900 – A Resolution Adopting Findings of Fact and Approving Site Plan Review for Dave Phipps for the Construction of a 4,800 Square Foot Commercial Building on Tract G-1B of the Horizon Park Subdivision

*** Councilperson Gardner moved to approve the Resolution, by title only, seconded by Councilperson Uden. On roll call vote the motion passed 8-0. Resolution No. 3900 passed*

D. RESOLUTION NO. 3901- A Resolution Adopting Finding of Fact and Approving site Plan Review for Southgate Storage, For the Construction of Two Commercial Buildings on Lot 1 Block 5 of the Southgate Meadows Subdivision

*** Councilperson Kassner moved to approve the Resolution, by title only, seconded by Councilperson Gardner and on roll call vote passed 8-0. Resolution No. 3901 passed*

E. RESOLUTION NO. 3902- A Resolution Adopting the First Amended Bylaws of the Miles City Downtown Urban Renewal Board of Commissioners

*** Councilperson Galbraith moved to approve the Resolution with adding in the third paragraph after the word bylaws “attach herein as Attachment A”, seconded by Councilperson Gardner and on roll call vote passed 8-0. Resolution No. 3902 passed*

F. RESOLUTION NO. 3903- (First Reading) A Resolution of Intent and Final Resolution Levying an Amended Assessment upon Benefited Property in the City of Miles City, Montana, Special Improvement District 211, to Defray the Cost of the Paving of Arrowhead Lane

*** Councilperson Galbraith moved to approve the Resolution, by title*

only, seconded by Councilperson Uden and on roll call vote passed 8-0. Resolution No. 3903 passed first reading. The Mayor referred the resolution to the Finance Committee to review

G. RESOLUTION NO. 3904- A Resolution Authorizing the City of Miles City to Enter into an Interlocal Agreement with Custer County for Fiscal Year 2015-2016

*** Councilperson Erlenbusch moved to approve the Resolution, by title only, seconded by Councilperson Galbraith and on roll call vote passed 8-0. Resolution No. 3904 passed*

H. RESOLUTION NO. 3905- A Resolution Authorizing Extension of City Water Main to Serve Tract E of Lothspeich Minor Subdivision

*** Councilperson Gardner moved to approve the Resolution, by title only, seconded by Councilperson Galbraith and on roll call vote passed 8-0. Resolution No. 3905 passed*

I. RESOLUTION NO. 3906- A Resolution Establishing Additional Duties and Pay Rate for Animal Control/Code Enforcement Officer

*** Councilperson Galbraith moved to approve the Resolution, by title only, seconded by Councilperson Sloan and on roll call vote passed 8-0. Resolution No. 3906 passed*

J. RESOLUTION NO. 3907- A Resolution Establishing a Pay Increase For Additional Duty of Dispatch Supervisor

*** Councilperson Sloan moved to approve the Resolution, by title only, seconded by Councilperson Erlenbusch and on roll call vote passed 8-0. Resolution No. 3907 passed*

K. RESOLUTION NO. 3908- A Resolution Modifying the Established Wage for Swimming Pool Lifeguards and Manager, for Fiscal Year 2015-2016

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

*** Councilperson Uden moved to change the Pool Manager's increase from \$600 to \$300, seconded by Councilperson Gardner.*

Councilperson Andrews said he did not agree with the decrease because the Pool Manager spends a lot of her time watching kids, dealing with safety and she is trained in CPR.

Councilperson Galbraith thought the position had a lot of responsibility.

Councilperson Erlenbusch said that the Pool Manager is looking into getting certified to train the life guards in CPR, which would save the City money in the long run.

Director Kelm said the position coordinates lessons, schedules the kids, coordinates with the fire department and goes over and beyond what is required.

***On roll call vote the amended increase failed with a vote of 1-7, with all councilpersons voting no, except for Councilperson Uden.*

***Councilperson Galbraith's original motion passed 8-0. Resolution No. 3908 passed*

L. RESOLUTION NO. 3909- A Resolution Establishing Pay Rate for Parks Department Seasonal Employees

*** Councilperson Galbraith moved to approve the Resolution, by title only, seconded by Councilperson Sloan and on roll call vote passed 8-0. Resolution No. 3909 passed*

M. Approval of Claims

*** Councilperson Uden moved to approve March claims, seconded by Councilperson Sloan and on roll call vote passed 8-0.*

ADJOURNMENT

*** Councilperson Uden moved to adjourn the meeting, seconded by Councilperson Erlenbusch, and passed unanimously.*

The meeting was adjourned at 9:00 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

Human Resources Committee
March 31, 2016

The **Human Resources Committee** met Thursday, March 31, 2016, at 7:00 p.m. in the Conference Room at City Hall. Present were Committee Members Rachel Sloan, Susanne Galbraith, Kathy Wilcox and Jeff Erlenbusch. Also present were Police Chief Doug Colombik, Police Sergeant Mike Willems, Flood Plain Administrator/AutoCAD Technician/Assistant Public Works & Public Utilities Samantha Malenovsky and Deputy City Clerk/Committee Recorder Linda Wilkins.

Committee Chairperson Rachel Sloan called the meeting to order.

1. Requests of Citizens

None

2. Review and recommendations for salary increase to MCPD Sergeant for additional duties as Dispatch Supervisor

Police Chief Colombik explained that Sgt. Willems has stepped up and has been working with dispatchers to help with scheduling issues and dealing with personnel issues. He would like to see Sgt. Willems receive an additional stipend retroactive to July 2015 in the amount of \$600 (\$50/month) through the end of FY 2015/2016.

***Committee Member Galbraith moved to recommend a \$600 stipend retro to July 1, 2015 at a rate of \$50/month until 12 months is reached, seconded by Committee Member Sloan. Upon roll call vote the motion passed unanimously.*

3. Review and recommendations for salary increase to Flood Plain Administrator/AutoCAD Technician/Assistant Public Works & Public Utilities

Administer Malenovsky stated she was bringing this to the attention of the committee at this time since she is a non-union employee, but would like the committee to be aware that she would like her position reviewed with consideration of a salary increase during budget planning for FY 2016/2017.

***Committee Member Wilcox moved to recommend that we postpone consideration of this request until such time as the HR Committee is able to develop and implement a policy for the management of wage increase requests with the assistance of the City Attorney, seconded by Committee Member Galbraith. Upon roll call vote the motion passed unanimously.*

4. Adjournment

***Committee Member Gailbraith moved to adjourn the meeting, seconded by*

Committee Member Sloan. Motion passed unanimously.

The meeting was adjourned at 8:42 p.m.

Respectfully submitted,

Chairperson Rachel Sloan

Recorder Linda Wilkins

**SPECIAL COUNCIL MEETING April 18, 2016
6:00 p.m.**

CALL TO ORDER

The Special Council meeting was held Monday, April 18, 2016, in the City Chamber Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Ken Gardner, Rachel Sloan, Dwayne Andrews, Susanne Galbraith, Jeff Erlenbusch, Brant Kassner and John Uden. Kathy Wilcox was excused.

Also present were City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

REQUEST OF CITIZENS & PUBLIC COMMENT

NEW BUSINESS

- A. **RESOLUTION NO. 3910: A Resolution Authorizing the City of Miles City to Enter Into a First Amendment to Headend Site Lease Agreement With the Miles City Airport Commission and Pinnacle Towers LLC.**

**** *Councilperson Galbraith moved to approve Resolution No. 3910, and seconded by Councilperson Gardner. After a brief discussion the motion **passed** 7-0***

ADJOURNMENT

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

The meeting was adjourned at 6:20 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

Finance Committee Meeting

April 21, 2016

The Finance Committee met Thursday, April 21, 2016 at 6:00 p.m. in the City Hall Conference Room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rachel Sloan and Dwayne Andrews and Kathy Wilcox.

Also present were Grant Writer/Historic Preservation Administrator Connie Muggli, City Attorney Dan Rice and Committee Recorder/City Clerk Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

1. **Request of Citizens:**
2. **Review and Recommendation on Resolution No. 3903- A Resolution of Intent and Final Resolution Levying an Amended Assessment upon Benefited Property in the City of Miles City, Montana, Special Improvement District 211, to Defray the Cost of the Paving of Arrowhead Lane**

*** Committee Member Andrews moved to recommend to Council approval of Resolution No. 3903, seconded by Committee Member Wilcox.*

Attorney Rice explained the resolution was to recalculate one lot that was miscalculated. The calculation would have to be completed next year, but there was one land owner that wanted to pay the taxes in whole, so it was done this year before taxes were due.

*** The motion passed 4-0*

3. **Review and Recommendation on Resolution No. 3911**

Administrator Muggli explained that Midrivers offered to donate \$20,000 to Denton and Tedesco Field. The money would be divided evenly between the two fields. With that, Midrivers asked that the City pay for the signage and installation of those signs. This would leave a total of \$6,310 for Denton Field and \$8,320 for Tedesco Field, which means the City would have to come up with and additional \$7,525 for the grant match. She said the donation policy specifically states that the price to hang a sign on the press box at Denton Field is one year \$3,000, three years \$7,500 and five years \$10,000 and the sign, installation and maintenance is paid by the donor.

Attorney Rice added that with the \$20,000 donation that would average out to \$2,000 a year for the press box, and thought that was pretty cheap.

*** Committee Member Wilcox moved to recommend to Council to respond to the last contact with Midrivers, indicate to them that Council wants to*

*abide by our donation policy which states that the press box sign sells for one year \$3,000 or five years \$10,000 which they would be required to have made and installed. Concerning Tedesco's donation, it would be treated in the same manner to Denton Field and Midrivers would be responsible for the making, maintenance and installation of their sign for a maximum of five years, seconded by Committee Member Sloan. The motion **passed** 4-0*

4. Review and Recommendation on Sending write off for water to collections

Chairperson Galbraith said that since the Utility Clerk made a new policy for the water department, charge off amounts had dropped from over \$3,000 to \$600.

*** Committee Member Andrews moved to recommend to Council to send \$647.96 to collections , seconded by Committee Member Galbraith. The motion **passed** 4-0*

5. Adjournment

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

The meeting was adjourned at 6:27 p.m.

Susanne Galbraith, Chairperson

Lorrie Pearce Recorder/City Clerk

Celebrate ARBOR DAY

- Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planning of trees, and
- Whereas, this holiday, Called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas, Arbor Day is now observed throughout the nation and the world, and
- Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
- Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas, trees in our city increases property values, enhances the economic vitality of business areas, and beautify our community, and
- Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, therefore I, JOHN L. HOLLOWELL, Mayor of the City of Miles City,

Do Hereby Proclaim: APRIL 29, 2016 as



ARBOR DAY

In the City of Miles City, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 12th day of JANUARY
Mayor [Signature]

New Business

RESOLUTION NO. 3912

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO AWARD A
DOWNTOWN FAÇADE IMPROVEMENT GRANT TO MONTANA HEALTH
NETWORK**

WHEREAS, the City has established a Façade Improvement Grant for qualified applicants within the Miles City Downtown Urban Renewal District, *and*

WHEREAS, the City has adopted Guidelines for said grant program, and

WHEREAS, Montana Health Network has applied for a Downtown Façade Improvement Grant and has met all program criteria set forth in said Guidelines,

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

1. The City hereby awards a Downtown Façade Improvement Grant to the Montana Health Network in the amount of \$900 to assist with sidewalk repairs at their building at 519 Pleasant Street, Miles City Montana.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as may be necessary to facilitate the delivery said award.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,
MONTANA, THIS 27th DAY OF APRIL.**

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3913

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO AWARD A
DOWNTOWN FAÇADE IMPROVEMENT GRANT TO CASA DIAMONDS**

WHEREAS, the City has established a Façade Improvement Grant for qualified applicants within the Miles City Downtown Urban Renewal District, *and*

WHEREAS, the City has adopted Guidelines for said grant program, and

WHEREAS, Casa Diamonds has applied for a Downtown Façade Improvement Grant and has met all program criteria set forth in said Guidelines,

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

1. The City hereby awards a Downtown Façade Improvement Grant to the Montana Health Network in the amount of \$800 to assist with replacement of windows in their façade at 23 North 8th Street, Miles City Montana.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as may be necessary to facilitate the delivery said award.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,
MONTANA, THIS 27th DAY OF APRIL.**

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3914

A RESOLUTION APPROVING AN AGREEMENT WITH OVIVO, USA, FOR GOODS AND SPECIAL SERVICES PERTAINING TO THE MILES CITY WASTEWATER IMPROVEMENTS PHASE II PROJECT.

WHEREAS, the City of Miles City solicited bids for an aerobic digestion and sludge thickening equipment package as part of the Miles City Wastewater Improvements Phase II project, and has accepted the bid submitted by Ovivo, USA;

AND WHEREAS, the City of Miles City wishes to enter into an Agreement with Ovivo, USA setting for the obligations of the parties related thereto;

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

1. The Agreement between the City and Ovivo, USA, for goods and special services related to the delivery of an aerobic digestion and sludge thickening equipment package, as set forth in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted by this Council.

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

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.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 27th DAY OF APRIL, 2016.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

AGREEMENT

THIS AGREEMENT is by and between City of Miles City ("Buyer") and Ovivo, USA ("Seller").

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

- 1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows: Miles City Wastewater Improvements Phase II-2016 Equipment Procurement, Schedule One: Aerobic Digestion and Sludge Thickening Equipment Package.

ARTICLE 3 – ENGINEER

- 3.01 The Contract Documents for the Goods and Special Services have been prepared by Robert Peccia and Associates ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller's furnishing of Goods and Special Services.

ARTICLE 4 – POINT OF DESTINATION

- 4.01 The Point of Destination is designated as: *Miles City Wastewater Treatment Facility unless Buyer notifies Seller otherwise. In any case delivery will be within the confines of Miles City, MT.*

ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

- A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

5.02 *Milestones*

- A. *Date for Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's

review and approval within 21 days of the issuance of the Notice to Proceed. It is the intent of the parties that (1) Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days of Seller's submittal of such Shop Drawings and Samples; and (2) resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.

- B. *Date for Delivery of Goods:* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery within 98 days from the date of Approved Submittals.

5.03 *Buyer's Final Inspection*

- A. *Days to Achieve Final Inspection:* Buyer shall make a preliminary inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions within 10 days after Buyer's acknowledgement of receipt of delivery of the Goods and Seller's completion of furnishing Special Services, if any.

5.04 *Liquidated Damages*

- A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$ 500.00 for each day that expires after the time specified in Paragraph 5.02.B for delivery of acceptable Goods.

ARTICLE 6 – CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:

- A. A Lump Sum of \$ 835,000.00. (To paid out in accordance with Article 7 herein).

ARTICLE 7 – PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payment*

- A. Seller shall submit Applications for Payment in accordance with Section 8 of the Special Provisions. Applications for Payment will be processed by Engineer as provided in the Special Provisions.

7.02 *Progress Payments*

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment. Application for Payment submitted in accordance with Section 8 of the Special Provisions, payments shall be as follows:
- B. There shall be three (3) progress payments based upon 1) Insurance, Bonding and Submittals 2) Manufacturing and Delivery 3) Final Payment which includes Startup, Testing, and Training. A payment of up to 10% of the contract price will be allowed once Bond and Insurance Certificates and Submittals have been received and approved. A payment of up to 80% of contract price (increasing total payments to 90% of Contract Price) will be allowed once the materials and equipment are delivered, inspected and approved by the Engineer and/or Buyer. A Final Payment less any liquated damages and reimbursable engineering expenses will be allowed once manufacturer's startup, testing and operator training has occurred, and corrective work that may be warranted has been completed. The Final Application for Payment may only be submitted after the Engineer has signed the Certificate of Substantial Completion and all punch list items have been addressed as described in Supplementary Condition 18.

ARTICLE 8 – INTEREST

- 8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:
 - A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.
 - B. If required by the Bidding Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress, or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be

installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.

- C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive);
 - 2. Performance Bond (pages 1 to 4, inclusive);
 - 3. Payment Bond (pages 1 to 4, inclusive);
 - 4. Other bonds
 - a. _____ (pages ____ to ____, inclusive);
 - b. _____ (pages ____ to ____, inclusive);
 - c. _____ (pages ____ to ____, inclusive);
 - 5. General Conditions (pages 1 to 31, inclusive);
 - 6. Supplementary Conditions (pages 1 to 14, inclusive);

7. Specifications as listed in table of contents of the Project Manual;
 8. Drawings, consisting of a cover sheet and sheets numbered 1 through 5 , inclusive, with each sheet bearing the following general title: Wastewater Improvements Phase II
 9. Addenda (Numbers 1 to 1 , inclusive);
 10. Exhibits to this Agreement (enumerated as follows): Not Applicable
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Order(s);
 - c. Work Change Directive(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.06 *Limitations*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against

the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, on the day and year first written above

CITY OF MILES CITY

OVIVO, USA


Representative

ATTEST:

APPROVED AS TO FORM:

STATE OF MONTANA)
:SS,
MILES CITY)

On this ____ day of _____, 2016, before me, _____, a
Notary Public for the State of Montana, personally appeared _____ and _____,
known to me to be the _____ and _____, respectively, of the City of Miles
City, a municipal corporation and political subdivision of the State of Montana, and
acknowledged to me that they executed the written instrument on behalf of said municipal
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written

PRINTED NAME
NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT _____
MY COMMISSION EXPIRES _____

RESOLUTION NO. 3915

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2015-2016 TO INCREASE THE BUDGETED AMOUNT IN THE GENERAL FUND FOR VARIOUS UNBUDGETED EXPENDITURES.

WHEREAS, the City of Miles City wishes to amend the budget for Fiscal Year 2015-2016 to provide increased funding in the amount of \$52,886.00 for certain unbudgeted general fund expenditures, as permitted by §7-6-4006 MCA;

AND WHEREAS, such amendment of the final budget will result in an overall increase in appropriation authority within several funds located within the general fund,

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

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

The appropriations for the Final Budget for Fiscal Year 2015-2016 shall be increased in the following amount:

Fund No. 1000-005-420140-214 in the sum of \$2,500 (Police/vehicles)
Fund No. 1000-005-420140-145 in the sum of \$1,515.00 (Police/Retirement payback)
Fund No. 1000-005-420140-220 in the sum of \$3,000 (Operating Expenses)
Fund No. 1000-005-420140-121 in the sum of \$20,000 (Police wages/OT)
Fund No. 1000-005-410600-300 in the sum of \$862.00 (Election)
Fund No. 1000-005-420160-111 in the sum of \$ 17,609 (Dispatch/wages)
Fund No. 1000-003-411101-350 in the sum of \$ 7,400.00 (Finance/Labor Negotiations)

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2015-2016 on the 10th day of May, 2016, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE
THIS 27th DAY OF APRIL, 2016.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF
MILES CITY, MONTANA, THIS 10th DAY OF MAY, 2016.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3916

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CUSTER COUNTY FOR COOPERATIVE IMPLEMENTATION OF CDBG-ED GRANT.

WHEREAS, the City of Miles City (“City”) and Custer County (“County”) have been awarded a CDBG-ED Program Grant to be used for the benefit of Miles Community College;

AND WHEREAS, the City wishes to delegate administrative responsibility related to said grant to the County;

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

1. The Interlocal Agreement, 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 Interlocal 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 Interlocal 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 27th DAY OF APRIL, 2016.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by Custer County, herein referred to as "the County," and the City of Miles City, herein referred to as "the City."

WITNESSETH THAT:

WHEREAS, the County and the City are the recipients of a Community Development Block Grant – Economic Development (CDBG-ED) Program grant received as a result of a jointly submitted application for grant funds to provide grant funds to Miles Community College; and

WHEREAS, this Contract between the County and the City will enable them to enhance cooperation in implementing the County's and City's CDBG-ED award to accomplish the above-described project; and

WHEREAS, the County and City have agreed to enter into an Agreement with Southeastern Montana Development Corporation to administer the grant for the County; and

WHEREAS, the County and City have determined that the County, in its capacity as a CDBG-ED grantee, is in the best position to supervise the implementation of the grant through Southeastern Montana Development Corporation; and

WHEREAS, the Montana Department of Commerce has required the County to enter into a contract with the City specifying the terms and conditions of the City's delegation of certain CDBG-ED responsibilities to the County; and

WHEREAS, both parties to this Contract understand that neither local government involved herein has in any way, expressly or implied, abrogated any of its individual powers, and that this Contract does not create any new organization or legal entity.

NOW, THEREFORE, THE COUNTY AND THE CITY MUTUALLY AGREE AS FOLLOWS:

- I. Responsibilities Delegated to the City and County
 - A. The City and County will show compliance with all applicable state and federal requirements contained in the Certifications for Application submitted to the Montana Department of Commerce with the joint City-County application for CDBG-ED assistance, dated 10/5/15.
 - B. The City and County will show compliance with all other applicable state and federal requirements as described in the Montana Community Development Block Grant Program Grant Administration Manual.

- C. During the term of this Contract, the County will maintain reasonable records of its performance hereunder in a manner consistent with generally accepted accounting principles. The County will allow the City and the Montana Department of Commerce and their authorized representative's access to these records at any time during normal business hours. At the request of the City, the County will submit to the City, in the format prescribed by the City, status reports on its performance under this Contract.

II. Duration of the Contract

- A. This Contract takes effect when the following conditions are satisfied:
 - 1. The Montana Department of Commerce, County, and City have executed the CDBG-ED Contract;
 - 2. All requirements of the environmental review process have been satisfied;
 - 3. The Montana Department of Commerce has approved the County's "Request for Release of Funds and Certification";
 - 4. The County's attorney and the attorney for the City have approved this Contract as to form and content; and
 - 5. The County Board of Commissioners and the City Council have each reviewed this Contract and agreed fully to its terms and conditions.
- B. This Contract will terminate 90 days after the CDBG-ED program grant contract has been completed and closed in a manner acceptable to the Montana Department of Commerce.

III. Administration

- A. The primary purpose of this Contract is to allow the City to delegate responsibility for any and all administration of this project to the County and the Southeastern Montana Development Corporation.
- B. For purposes of implementing the joint undertaking established by this Contract, the County's Board of Commissioners and the City Council hereby agree to enter into a Grant Management Plan with Southeastern Montana Development Corporation to provide for the efficient and effective implementation of this Contract and the activities contained herein.

- C. The County will comply with the federal administrative requirements contained in 24 Code of Federal Regulations (CFR), section 570.502, as applicable.
- D. The County will carry out each activity under this Contract in compliance with all federal laws and regulations described in 24 CFR sections 570.600 through 570.612 (Subpart K), except that:
 - 1. The County does not assume the City's environmental responsibilities described at 24 CFR section 570.604, and
 - 2. The County does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.
- E. The City and County agree that all funds received through the state for administration or to fund the activities shall be passed through to the Sub-Recipient; that all activity funds received as a result of this grant shall be made available to Miles Community College.

VI. Indemnification

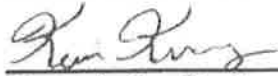
The County waives any and all claims and recourse against the City, including the right of contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to the County's performance of this Contract except claims arising from the concurrent or sole negligence of the City or its officers, agents, or employees. The County will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses, or liability arising out of the County's performance of this Contract except for liability arising out of the concurrent or sole negligence of the City or its officers, agents, or employees.

VII. Suspension and Termination

In accordance with 24 CFR 85.43, the County may suspend or terminate this Contract if the City materially fails to comply with any term of the City/County's CDBG-ED grant agreement with the Montana Department of Commerce. In addition the County may terminate this Contract for convenience in accordance with 24 CFR 85.44.

This Contract has been approved by the County's Board of Commissioners and the City Council.

Custer County Commissioners



Commission Chair

Date: 4/21/16



Commissioner

Date: 4-21-16



Commissioner

Date: _____

City of Miles City

Mayor

Date: _____

ATTEST:

Clerk and Recorder

ATTEST:

Secretary/Treasurer

APPROVED AS TO FORM:


County Attorney

APPROVED AS TO FORM:

Attorney

