



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*January 24, 2017
7:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- | | |
|---------------------------------|-----------|
| A. Regular City Council Meeting | 1/10/2017 |
| B. Human Resource Meeting | 1/05/2017 |
| C. Ad Hoc Wage Survey Meeting | 1/03/2017 |
| D. Public Safety Meeting | 1/17/2017 |
| E. Finance Committee Meeting | 1/19/2017 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

Duncan Bartholomew- President of Walleyes Unlimited to present a grant proposal, that FW&P is applying for to install a fish jetty at Spotted Eagle.

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

Chief Warren- Two Confirmed Firefighters promotion

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

Public Safety Committee- Fire Department Resolution concerning Response Fees- The vote was tied 2-2: "The resolution governing added response fees for the fire department will not be presented to the local citizens of Miles City or their insurance carriers.

Finance Committee- Write a letter in support of the Local Option Tax

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

- A. **RESOLUTION NO. 4022: A Resolution Establishing Fees for Review of Subdivision Plats, Examination of Proposed Divisions of Land, Zoning Amendments, Appeals to the Board of Adjustment and Providing for a Hearing Thereon**
- B. **ORDINANCE NO. 1308: An Ordinance Amending Ordinances 1073,1262,1277 and 1295, Revising "Administration Rules of the City of Miles City Water and Sewer Services, Accounts, Delinquencies and Termination"**

13. UNFINISHED BUSINESS

- A. **RESOLUTION NO. 4022:** *(Second Reading)* A Resolution Establishing Fees for Review of Subdivision Plats, Examination of Proposed Divisions of Land, Zoning Amendments, Appeals to the Board of Adjustment and Providing for a Hearing Thereon
- B. **ORDINANCE NO. 1308:** *(Second Reading)* An Ordinance Amending Ordinances 1073,1262,1277 and 1295, Revising “Administration Rules of the City of Miles City Water and Sewer Services, Accounts, Delinquencies and Termination”

14. NEW BUSINESS

- A. Approval to Apply For SAFER Grant
- B. **RESOLUTION NO. 4026-** A Resolution Authorizing the Assignment of a Certain Lease Agreement Between the City of Miles City and Brenda Baugatz to Russell E. Van Dyke and Donna L. Dukart for the Lease of mobile Home Space in Bender Park
- C. **RESOLUTION NO. 4027-** *(First Reading)* A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2016-2017 to Increase the Budgeted Amount in Fund # 1000-007-420460-364 and to Fund the Repairs of Three Fire Vehicles
- D. **RESOLUTION NO. 4028-** A Resolution Granting a Revocable License to Montana Fish, Wildlife & Parks for Placement of Bat Houses in Spotted Eagle Recreation Area, Bender Park, and Water Works Park
- E. **RESOLUTION NO. 4029-** A Resolution Approving a Contract Amendment With the Montana Department of Commerce for Extension of Time to Complete Main Street Program Contract Services
- F. **RESOLUTION NO. 4030-** A Resolution Authorizing the City of Miles City to Adopt a Policy for the Miles City Façade Improvement Grant Program
- G. **RESOLUTION NO. 4031-** A Resolution Approving an Addendum to Agreement Between the City of Miles City and Interstate Engineering, Inc., Pertaining to Long Range Transportation Plan Services

15. ADJOURNMENT

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

REGULAR COUNCIL MEETING January 10, 2017
7:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, January 10, 2017, 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 Brant Kassner, Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Jeff Erlenbusch, Kathy Wilcox and Susanne Galbraith.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Public Utility Director Allen Kelm, Police Officer Charles Farrington, Fire Chief Gary Warren, Planner II Dawn Colton, 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: 12/27/2016

** *Councilperson Gardner moved to approve the minutes of the Regular Council Meeting of December 27, 2016, and seconded by Councilperson Uden. The motion passed by unanimous consent, 8-0.*

Finance Committee Minutes: 12/22/2016

** *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of December 22, 2016, and seconded by Councilperson Gardner. The motion passed by unanimous consent, 8-0.*

SCHEDULE MEETINGS

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

- Public Safety: Tuesday, January 17th @ 5:15 p.m.

REQUEST OF CITIZENS & PUBLIC COMMENT

Authorize Community Transformation- Presentation on local option tax for 2017 legislative

ACT representatives John Brewer and Dan Brooks summarize the Local Option Tax:

- Allows Montana cities to apply community-tailored solutions for critical infrastructure problems
- Maximum tax amount is 4%
- Tax on the retail value of all goods and services sold, except for goods and services sold for resale, by hotels, restaurants, bars, destination recreational services, and luxury goods and services
- 5% maximum of taxes collected would be returned to vendors
- State legislature must pass HB to authorize cities to proceed
- Local voters must approve the option through a majority vote
- Local option could have a sunset date, be tied to a bond payoff, or end when a project is completed. Lasts as long as the voters approve it to
- Approximately 20 cities have vowed to support it

APPOINTMENTS

Standing Committees:

Finance Committee – Susanne Galbraith, Dwayne Andrews, Kathy Wilcox, Rick Huber

Public Safety Committee- Ken Gardner, John Uden, Brant Kassner, Jeff Erlenbusch

Public Services Committee- Dwayne Andrews, Ken Gardner, John Uden, Kathy Wilcox

Human Resources Committee- Kathy Wilcox, John Uden, Susanne Galbraith, Jeff Erlenbusch

Flood Committee- Ken Gardner, Jeff Erlenbusch, Brant Kassner, Rick Huber

** *Councilperson Uden moved to approve the standing committee established by the Mayor and set forth by the minutes, seconded by Councilperson Kassner and, on roll call vote, passed unanimously, 8-0.*

Local 600- Labor Management Committee (2)

Mayor Hollowell explained that Councilperson Galbraith and he had met with local 600, so he felt the committee should stay the same unless Councilperson Galbraith did not want to be on it. Councilperson Galbraith agreed to stay on.

** *Councilperson Andrews moved to approve Susanne Galbraith and John Hollowell, seconded by Councilperson Uden and, on roll call vote, passed unanimously, 8-0.*

PROCLAMATIONS

None

STAFF REPORTS

Director Gray: A report was handed out to Council explaining what Public Works spent in 2016 for main projects:

- ADA Corners- total of 26 corners installed for an amount to \$68,694
- Curbing- total of approximately 9 blocks for an amount of \$76,000
- Paving- A total of \$361,874.30 was spent on street paving, and an additional \$26,036 for miscellaneous concrete street and alley repair

He also thanked his employees for all the hours they put in recently for snow removal.

Director Kelm: Announced that this year the Mike Certalic award was presented to Mike Wade, from Miles City, who is an outstanding water or wastewater operator that was attending the 82nd Fall Water School held on the campus of Montana State University in Bozeman. This award is presented by MT DEQ and the City of Bozeman in honor of Mike Certalic for excellence in operations, professionalism, and community involvement.

Planner Colton: Industrial Park sale of land- The next step, to give the option to buy the land to Tire Rama and United Parts, is to extend the June 30th deadline. The City cannot complete the subdivision by then. Director Kelm said that if the City started to sell off the land the City would be responsible for the water and sewer because it would be City property.

Clerk Pearce: Audit was completed last week. There were a few more findings than normal and she will give all Councilpersons a copy of them with the City's response.

Chief Warren: Reported that there were 1318 runs from January to December 2016. 80% were for ambulance and 17 others. Councilperson Uden asked the City Attorney and Fire Chief to look into fining establishments that make an extensive amount of calls in one month.

CITY COUNCIL COMMENTS

Dwayne Andrews: Asked if a policy was in process to follow for Council Vacancies. Councilperson Wilcox said the first draft was reviewed last week at the Human Resource meeting.

MAYOR COMMENTS

None

STANDING COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

- A. **RESOLUTION NO. 4021: A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2016-2017 to Increase the Budgeted Amount in Fund # 4000-501-410100-940 and to Fund the Purchase of one Police Vehicle**

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

UNFINISHED BUSINESS

- A. **RESOLUTION NO. 4021: (Second Reading) A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2016-2017 to Increase the Budgeted Amount in Fund # 4000-501-410100-940 and to Fund the Purchase of one Police Vehicle**

** *Councilperson Uden moved to adopt the Resolution, read by title only, seconded by Councilperson Galbraith and, on roll call vote, passed unanimously, 8-0. Resolution No. 4021 was adopted.*

NEW BUSINESS

- A. **Election of Council President**

** *Councilperson Andrews moved to nominate Susanne Galbraith as the Council President seconded by Councilperson Huber.*

** *Councilperson Uden moved to cease the motion, and seconded by Councilperson Gardner. The motion passed unanimously 8-0.*

** *On roll call vote, the main motion passed unanimously, 7-1, with Councilperson Galbraith voting no*

- B. **RESOLUTION NO. 4022: (First Reading) A Resolution Establishing Fees for Review of Subdivision Plats, Examination of Proposed Divisions of Land, Zoning Amendments, Appeals to the Board of Adjustment and Providing for a Hearing Thereon**

** *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, 8-0. Resolution No. 4022 passed first reading*

C. RESOLUTION NO. 4024: A Resolution Approving a Contract Amendment With the Montana Department of Commerce for Extension of Time to Complete Transportation Plan Contract Services

** *Councilperson Erlenbusch moved to approve the Resolution, read by title only and seconded by Councilperson Gardner. On roll call vote, the motion passed by unanimous consent, 8-0. Resolution No. 4024 was adopted*

D. RESOLUTION NO. 4025: A Resolution Correcting the Legal Description for Certain City Lands Leased by Custer Post No. 5 of the American Legion of Miles City, Montana in What is Known as Tourist Park

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

Attorney Rice said the Resolution was an administrative correction to correct the land surveyed for the Rocks building.

** On roll call vote, the motion passed by unanimous consent, 8-0.
Resolution No. 4025 passed.*

E. ORDINANCE NO. 1308: (First Reading) An Ordinance Amending Ordinances 1073, 1262, 1277 and 1295, Revising “Administration Rules of the City of Miles City Water and Sewer Services, Accounts, Delinquencies and Termination”

** *Councilperson Gardner moved to approve the Ordinance, read by title only and seconded by Councilperson Galbraith. On roll call vote, the motion passed by unanimous consent, 8-0. Ordinance No. 1308 was passed on first reading and the Mayor referred it to Finance Committee*

F. Approval of December Claims

** *Councilperson Andrews moved to approve the December claims, seconded by Councilperson Kassner and passed unanimously, 8-0.*

ADJOURNMENT

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

The meeting was adjourned at 8:25 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

Human Resources Committee
January 5, 2017

The **Human Resources Committee** met Thursday, January 5, 2017, at 5:15 p.m. in the Human Resource Office at City Hall. Present were Committee Members Kathy Wilcox, Jeff Erlenbusch and Rick Huber. Excused was Susanne Galbraith. Also present were City Clerk Lorrie Pearce and Deputy City Clerk/HR Officer /Committee Recorder Linda Wilkins.

Committee Chairperson Kathy Wilcox called the meeting to order.

1. Request of Citizens

No Citizens Present

2. Committee Member Comments

Chairperson Wilcox commented that she had enjoyed being the chair of the Human Resource Committee and had learned many things. She reminded the current members of this committee that following the next City Council meeting that new members would be appointed to the committee and a new chairperson would need to be elected at the next committee meeting.

3. Unfinished Business

A. Draft position descriptions template, City non-union positions – pended until the completion of the wage survey at the end of February.

B. Development of wage scales for City non-union positions – pended until the completion of the wage survey at the end of February.

4. New Business

A. Job Descriptions review- Finance Department

***Committee Member Erlenbusch moved to table job description review for the Finance Department under new business until the next regular scheduled meeting, seconded by Committee Member Huber. On roll call vote the motion passed 3-0.*

B. City Council Policy and Procedure - review and take action on suggested revisions, filling council vacancies

Chairperson Wilcox asked HR Officer Wilkins to update the committee, she deferred to Clerk Pearce. Clerk Pearce stated that Mr. Andrews had asked that a policy be developed to fill future councilperson vacancies on City Council, to avoid the discomfort felt by all involved in filling the last council vacancy. She sent requests, to other cities in Montana, for a copy of their policy used to fill council vacancies. She received several responses and completed a draft of a "Council Vacancy Policy" for review by the HR Committee. She explained that, currently, the City posts the council vacancy in the newspaper and letters to the editor are written requesting citizens within the ward to apply for the position. Vacancies filled prior to the last vacancy had only one person applying allowing the vacant position to be easily filled; however, the last vacancy had several citizens applying causing the discomfort among all involved in the process of filling the vacancy. She then reviewed the draft with the members of the committee.

Chairperson Wilcox began a line by line review of the draft policy with the members of the committee. After a brainstorming session the committee decided on updating the draft policy to include a three step recruiting process that will include interviewing of the prospective council members during a regular scheduled council meeting, interview scoring sheets will be completed by council members and forwarded to the HR Committee for compilation, and the highest scoring candidate will be sent to the Mayor for his review and recommendation and placed on the next city council agenda for vote by the city council. A revised version of the policy submitted will be prepared for the next HR Committee Meeting.

***Committee Member Huber moved to table the City Council Policy and Procedure for filling a vacant councilperson position until the next regularly scheduled HR Committee meeting, seconded by Committee Member Erlenbusch. The motion passed unanimously.*

5. Schedule Committee's Next Meeting: consider Thursday, February 2, 2017 5:15 pm

6. Adjournment

***Committee Member Erlenbusch moved to adjourn, seconded by Committee Member Huber. The motion passed unanimously.*

The meeting was adjourned at 6:30 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Wage Survey Ad Hoc Committee
January 3, 2017

The **Wage Ad Hoc Committee** met Tuesday, January 3, 2017, at 5:00 p.m. in the Human Resource Office at City Hall. Present were Committee Members Kathy Wilcox, Rick Huber, Jeff Erlenbusch, City Clerk Lorrie Pearce, Deputy City Clerk/Human Resource Officer/Recorder Linda Wilkins, Local 600 Member Eddie Kanduch, Local 283A Member Hannah Nash, Local 283 B Members Charles Farrington, Dustin Sloan, Cheri Greer and Coy Sheets

Committee Chairperson Kathy Wilcox called the meeting to order.

1. Request of Citizens
None

2. Committee Member Comments

- Group's goals
- completed spreadsheet to Mayor by end of Feb 2017 and
 - appropriate for posting on City website

Committee Member Wilkins stated the City has received a response from Anaconda and located the 2015 Belgrade survey, Committee Member Lewin has provided fire department information and Committee Member Bissell has made follow-up telephone calls for salary information. Hannah commented on the development of the spreadsheet i.e., color coding cities, using straight across the board comparison of job descriptions which will be included as part of the packet being compiled.

Chairperson Wilcox clarified to the members that we were collecting relevant wage information from like cities to prepare for contract negotiations. The most gaps existing in the salary information gathered is information for the Police Union. She requested suggestions for locations from that the police department would like to pursue. She asked who the police department would like to represent them. Committee Member Nash commented that as we work toward the finalization of spreadsheet of possibly having two meetings; one in the middle of January and on the first of February. Officer Sloan asked if the wage study would be an in house survey. Chairperson Wilcox stated that she had found a wage survey by the League of Cities and Towns and at the first meeting of the Wage Ad Hoc Committee the members volunteered to collect additional information. Officer Sloan asked how those present of the Police Department could help. Chairperson Wilcox stated we can look at what we have and any information they would like to collect should be brought back to Member Wilkins. The Mayor and council will receive the completed spreadsheet, and it will be available to all interested parties. Officer Farrington asked if this survey was in preparation for negotiations. Member Nash commented that the committee's goal was to remain unbiased. Member Pearce also added it would save the City money since a survey could cost the City approximately \$20,000 to \$40,000. Member Wilkins will add the police officers and dispatch member present to the AD Hoc Committee e-mail distribution list. Dispatcher Greer commented on the discrepancy in dispatch and animal control job descriptions. Chairperson Wilcox stated it is important for job descriptions to state clearly current duties for comparison to other city job descriptions and any job descriptions that required revision should be taken to the HR Committee.

3. New Business

- A. Union staff Updates to Wage Survey Spreadsheet

- Local 283-A; City (Tom S, Hannah, Patty B)
- Local 283-B; Police (Denise or alternate)
Officer Farrington suggested obtaining information from West Yellowstone.

- Local 600; Fire (Eddy K; Sarah L)

B. Non- union Staff Updates

4. Recommendations for additional wage survey information to be gathered
 - Spreadsheet completed by February 7, given to the Mayor.
 - Contract expires June, 2018 puts us ahead of schedule.
 - Member Huber commented on the good work on the committee.
 - Member Erlenbusch thought it was great that wheels are in motion and that information is being gathered early and that the information gathered would be helpful in retaining employees. He also appreciates the efforts by all the members of this committee
5. Schedule Committee's Next Meeting
The next meeting was scheduled for Tuesday, January 17, 2017 at 5:15 p.m.
6. Adjournment – 5:36 p.m.
***Committee Member Huber moved to adjourn, seconded by Committee Member Erlenbusch.
The motion passed unanimously.*

Respectfully submitted,

Committee Chairperson Kathy Wilcox

Recorder Linda Wilkins

Public Safety Committee Meeting January 17, 2017

The Public Safety Committee met Tuesday, January 17, 2017, at 5:15 pm in the City Hall Conference Room. Present were Committee Members John Uden, Jeff Erlenbusch, Brant Kassner and Ken Gardner. Also present were Mayor John Hollowell, Fire Chief Gary Warren, Fire Captain Mike Miller, Firefighter Tanner Harbaugh, Firefighter Jake Richards and Committee Recorder Linda Wilkins.

Chairperson Uden called the meeting to order.

1. Request of Citizens
None

2. Committee Member Comments
Member Kassner commented that the election of the Chairperson should be prior to conducting any business.

***Committee Member Kassner moved to move item 4 of the agenda to item 3, seconded by Committee Member Gardner and passed unanimously.*

3. Elect Committee Chairperson

***Committee Member Uden moved to nominate Ken Gardner as Chairperson, seconded by Committee Member Kassner.*

***Committee Member Kassner moved to nominate Jeff Erlenbusch as Chairperson, seconded by Committee Member Gardner.*

***Committee Member Uden moved that nominations cease, seconded by Committee Member Gardner.*

Votes to confirm

Ken Gardner – 3 yeas, 1 nay

Jeff Erlenbusch – 1 yea, 3 nays

By a majority vote Ken Gardner was elected as Chairperson.

4. Review and make recommendation on Fire Department Resolution concerning response fees

Committee Members had been contacted by numerous members of the community concerning the economic impact this additional charge would have on them and their insurance rates. Mayor Hollowell reminded the Committee Members that the Finance Committee considers revenue issues and the Public Safety Committee considers all policy matters of the Fire Department. So is the issue at hand a policy or a fee? He commented that he spoke with City Attorney

Rice. City Attorney Rice informed the Mayor that Prairie County also has a policy charging this fee for accident response, but not to the residents. Chairperson Gardner would like to see the resolution amended not to include the citizens of Miles City when the response fee is assessed.

***Committee Member Uden moved the resolution governing the added response fees for the Fire Department will not be presented to the local citizens of Miles City or their insurance carriers, seconded by Jeff Erlenbusch. Roll call vote Committee Members Kassnar, nay; Erlenbusch, yea; Gardner, nay; Uden, yea. Resulting in a tie Vote 2-2.*

5. Adjournment

*** Committee Member Erlenbusch moved to adjourn the meeting, seconded by Committee Member Kassner and **passed** unanimously, 3-0.*

The meeting was adjourned at 5:59 p.m.

Respectfully Submitted;

John Uden, Chairperson

Linda Wilkins, Recorder

Finance Committee Meeting

January 19, 2017

The Finance Committee met Thursday, January 19, 2017 at 6:00 p.m. in the City Conference room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rick Huber, Kathy Wilcox and Dwayne Andrews.

Also present, City Clerk/Recorder Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

1. Request of Citizens:

None

2. Elect Chairperson

*** Committee Member Wilcox moved to nominate Susanne Galbraith as Chairperson, seconded by Committee Member Huber and passed 4-0*

3. ORDINANCE NO. 1308: An Ordinance Amending Ordinances 1073,1262,1277 and 1295, Revising “Administration Rules of the City of Miles City Water and Sewer Services, Accounts, Delinquencies and Termination”

*** Committee Member Wilcox moved to recommend to Council to approve Ordinance No. 1308, seconded by Committee Member Andrews*

Chairperson Galbraith explained that all changes were administrative, and did not affect charges to the customer.

*** The motion passed 4-0*

4. Discussion and Recommendation on Local Option Tax

- Committee liked the idea to avoid an additional tax burden to property owners
- Would possibly provide a 5% discount to property owners
- When traveling to other Montana cities additional taxes are paid without thinking about it
- In the near future, the City will need help paying for the flood project, and thought the local option tax could be an option to help with the expense
- There is a possibility of 1.4 million dollars a year income for the City
- It is an option and thought the City should look at it. If presented right with the help of media, it could be a great benefit to the City

*** Committee Member Wilcox moved to recommend to Council to write of letter of support for the local option tax, seconded by Committee Member Andrews. On roll call vote, it passed 4-0*

5. Adjournment

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

The meeting was adjourned at 6:25 p.m.

Susanne Galbraith, Chairperson

Lorrie Pearce Recorder/City Clerk

PUBLIC HEARINGS
&
UNFINISHED BUSINESS

RESOLUTION NO. 4022

A RESOLUTION ESTABLISHING FEES FOR REVIEW OF SUBDIVISION PLATS, EXAMINATION OF PROPOSED DIVISIONS OF LAND, ZONING AMENDMENTS, APPEALS TO THE BOARD OF ADJUSTMENT AND PROVIDING FOR A HEARING THEREON

WHEREAS, §76-3-602 MCA permits the City Council to establish reasonable fees to be paid by subdividers to defray the expense of reviewing subdivision applications;

AND WHEREAS the City of Miles City incurs expenses of the Planning Board, and planning staff time, in reviewing subdivision applications and further, from time to time, incurs expenses of professional consultants in such reviews;

AND WHEREAS, §76-3-201(4) MCA permits the City Council to establish reasonable fees to examine a division of land to determine whether or not the requirements of Title 76 Chapter 3 Part 2 MCA apply to the division;

AND WHEREAS, §76-3-207, MCA permits the City Council to establish reasonable fees to examine a division of land to determine whether or not the requirements of Title 76 Chapter 3 MCA apply to the division;

AND WHEREAS, §24-82 of the Code of Ordinances of Miles City, Montana, allows for the City of Miles City and its Zoning Commission to establish reasonable zoning permit fees for the costs associated with reviewing zoning applications;

AND WHEREAS the City of Miles City has determined that the fees set forth below are reasonable to defray the expenses incurred;

AND WHEREAS §7-6-4013 requires a public hearing upon the establishment of such fees;

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

1. The following fees are established:

- | | |
|---|--------------------------------|
| A. Review of minor subdivision plats | \$550.00 plus \$10.00 per lot |
| B. Review of major subdivision plats | \$700.00 plus \$20.00 per lot |
| C. Review of Mobile Home or
Recreational Vehicle Parks space | \$700.00 plus \$25.00 per |
| D. Review of Condominiums, or
Planned Unit Developments | \$700.00 plus \$25.00 per unit |

E. Review of Certificates of Survey under §76-3-201, MCA	\$200.00
F. Review of Certificates of Survey under §76-3-207, MCA	\$200.00
G. Appeals before the Board of Adjustment under Section 24-93	\$300.00
H. Certificate of zoning compliance	\$25.00
I. Zoning Variance Section 24-92	\$300.00
J. Zoning Amendment (text or map) <u>Section 24-96</u>	<u>\$300.00</u>
K. <u>Conditional Use Permit</u> <u>Under Section 24-91</u>	<u>\$300.00</u>
L. Wireless Communications Facilities Under Section 24-70	\$300.00

JM. ___ All fees charged hereunder shall be non-refundable.

____ ~~KN.~~ In addition to the fees set forth in Subsections ~~A, B, C, D, E, F, G, and H~~ through L. above, there shall be charged the actual fees and expenses charged by consultants, including, but not limited to attorneys, examining land surveyors, planners, engineers, sanitarians, and other specialists and professionals involved in such review.

2. A public hearing shall be held on the establishment of the above fees on the 24th day of January, 2017 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 §7-1-4127 MCA, at least 2 times prior to such hearing with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 10TH DAY OF JANUARY, 2017.

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 24TH DAY OF JANUARY, 2017.**

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

ORDINANCE NO. 1308

**AN ORDINANCE AMENDING ORDINANCES 1073, 1262, 1277 AND 1295,
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 10th day of January, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 24th day of January, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

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

1.0 General

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

2.0 Agreements and Notices

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

- a. **Customer Information Sheet** - Required of all customers when they request service.
- b. **Contract For Services** - Required of all customers when they request service.
- c. **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.
- j. **Email Billing Request Form-** Required of all customers whom wish to participate in the Email billing option which the City of Miles City provides.

Added →

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 (including current bill) 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. Payments on terminated contracts must be made

Added

- Added

ded → using Cash/ Credit Card/ Or Money Order/ 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 finalized 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, and all applicable fees 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 recorder 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. (There will be a two strike policy on NSF ACH Payment, and the customer's ACH privileges will be revoked following two failed ACH payments.) *Added*

added → (NSF Checks written to the city, any department, will result in a \$30.00 NSF Fee which is issued to the customer once purchased back from the bank by the City. The appropriate steps will be taken to recoup the funds owed by the customer to the City.)

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.

added → (If a bulk water invoice becomes delinquent past six months, the City may utilize a collection agency to recover past due amounts as they deem appropriate pursuant to Section 6.0.)

AGREEMENT FOR PAYMENT OF PAST DUE ACCOUNTS

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 ON ACCOUNT, 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. CASH/ CREDIT CARD/ OR MONEY ORDER ONLY.

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

Added
Added

**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: _____

OLD FORM

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

New Form

Past Due Notice Letter

City of Miles City
Water and Sewer Department
PO Drawer 910
Miles City, MT 59301

Phone: 406-234-3462 - Ext: 1

«date»

«customer_name»
«customer_mailing_address»
«city_state_zip»

«account»

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 unless the past due amount of \$«past_due_amount» is paid or written arrangements made with our office by «disconnect date».

***If payment is NOT received or written arrangements made with our office by «disconnect date», the entire balance of the account \$«total balance» plus fees** will be due, and a forty-eight hour termination notice will be issued.**

**In addition to \$«total balance», a \$20.00 late payment penalty fee, and a deposit in an amount between \$100.00 and \$250.00 pursuant to Section 7.0 of the Administrative Rules of Miles City shall also be required on account. If services are terminated a \$35.00 re-connect fee shall be required to restore services along with the full balance, penalty fee, and deposit owed on account.

The City accepts credit card payments through paygov.us 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. Automatic withdrawal of you utility bill is also available. To sign up please contact the Water and Sewer Department at 406-234-3462 Ext: 1

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, 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 your card.

Balance Due \$ _____

Penalty Fee **\$20.00**

Deposit Due \$ _____

Total Due \$ _____

By Order Of _____
City Clerk

(Letterhead)

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, miles-city-mt.org. You can also pay by phone at 1-866-480-8552, or in the City Water Department office at City Hall. A convenience fee will be assessed to each transaction made using your card.

By Order of

City Clerk

(Letterhead)

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

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

City Clerk
City of Miles City

(Letterhead)

Water/Sewer Shut off Notification Letter

Dear 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.

Customer's Name Street Address City, State, ZIP	Check No. 00403
PAY TO THE ORDER OF _____	\$
Bank Name Street Address City, State, ZIP	_____ Dollars
⑆044 204 224⑆ 029999999999⑈00403	
This is the location of the 9 digit Transit Routing Number for your Bank.	This is where you will find your account number.

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

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

Signature _____ Date _____

Signature _____ Date _____

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

For Water/Sewer Department use only:

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

Start Date of ACH: _____

(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

(Letterhead)

Email Billing Request Form

I wish to receive my Water/ Sewer Bill via Email.

Name: _____

Account Number: _____

Service Address: _____

Email Address: _____

Signature _____ Date _____

Added Form

New Business

MCFR SAFER Grant Match:

Four (4) new FFII + EMT + Endorsements: At the time the application is submitted, the usual annual cost of a first year firefighter in MCFR will be \$222,360.14.

<u>Actual MCFR Salary Cost</u>	<u>Federal Share</u>	<u>City Share</u>
• 1 st Year - \$ 222,360.14	\$166,770.11	\$ 55,590.04
• 2 nd Year - \$238,270.97	\$178,703.23	\$ 59,567.74
• 3 rd Year - \$245,670.31	\$ 77,826.05	\$167,844.26
Totals \$706,301.26	\$423,299.38	\$283,002.04

Two (2) new FFII + EMT + Endorsements:

<u>Actual MCFR Salary Cost</u>	<u>Federal Share</u>	<u>City Share</u>
• 1 st Year - \$111,180.07	\$83,385.05	\$ 27,795.02
• 2 nd Year - \$119,135.48	\$89,351.61	\$ 29,783.87
• 3 rd Year - \$122,835.16	\$38,913.02	\$ 83,922.13
Totals \$353,150.71	\$211,649.69	\$141,501.02

One (1) FFII + EMT + Endorsements

<u>Actual MCFR Salary Cost</u>	<u>Federal Share</u>	<u>City Share</u>
• 1 st Year - \$ 55,590.04	\$41,692.53	\$ 13,897.51
• 2 nd Year - \$ 59,567.74	\$ 44,675.81	\$ 14,891.94
• 3 rd Year - \$ 61,417.58	\$ 19,456.51	\$ 41,961.07
Totals \$353,150.71	\$211,649.69	\$141,501.02

City Share averages 66.86% total match across duration of project

Cost Share Formula (Waiver Available)

Year 1

- Federal funds will be limited to 75% of actual costs incurred

Year 2

- Federal funds will be limited to 75% of actual costs incurred

Year 3

- Federal funds will be limited due to the Position Cost Limit of 35% of the usual cost of a firefighter at the time of application (year one).
- NOTE: If Waiver granted, Year 3, federal funds would = 65% of actual 3rd year cost
- NOTE: City must pay the FFII's year salary, regardless of federal match, therefore will pay more than 65% of total salary during year three.

Position Cost Limit (No Waiver Available):

The amount of federal funding provided to a recipient for hiring a firefighter in any fiscal year may not exceed—

- in the first year of the grant, 75 percent of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted;
- in the second year of the grant, 75 percent of the usual annual cost of a first-year firefighter

- in that department at the time the grant application was submitted; and
- in the third year of the grant, 35 percent of the usual annual cost of a first- year firefighter in that department at the time the grant application was submitted.

Economic Hardship Waiver:

Applicants experiencing economic hardship may apply to waive or reduce the Cost Share requirement. **There is no waiver available for the Position Cost Limit.** Please see Appendix A: FY 2016 SAFER Program Updates for additional information.

- **Position Cost Limit:** SAFER Hiring of Firefighters **Activity grant funds may not exceed a certain percentage of the usual annual cost of a first-year firefighter in that department at the time of the grant application.** There is no waiver available for this requirement.
- **Cost Share:** SAFER Hiring of Firefighters Activity grant recipients **are now required** to contribute a Cost Share toward the **actual cost of hiring firefighters** under this program. Grant recipients can apply to waive this requirement. (See Waiver Policy & Requirements attachment)

Eligible Applicants

- Career fire departments may only apply for funding under the Hiring of Firefighters Activity. Applicants are limited to one application per application period. If an applicant submits two applications, both applications will be disqualified.

Scoring and Program Priorities:

- While not required for a SAFER grant, it is preferable that the enhanced staffing levels of all SAFER recipients should ensure that all first-arriving apparatus are staffed with a minimum of four qualified personnel (to meet National Fire Protection Association (NFPA) 1710/1720 standards) who are capable of initiating the suppression response.
- Ultimately, SAFER recipients should achieve more efficient responses and safer incident scenes; thereby ensuring communities have improved protection from fire and fire-related hazards.

NFPA 1710:

© 2016 National Fire Protection Association

NOTE: Even though fireground staffing levels have changed, **NFPA 1710 continues to require that engine companies be staffed with a minimum of 4 on-duty members.** as stated in subsection 5.2.3. In addition, paragraph 5.2.2.2.1 requires that the fire department identify minimum company staffing levels as necessary to meet the deployment criteria required in 5.2.4 to ensure that a sufficient number of members are assigned, on duty, and available to safely and effectively respond with each company.

- **Single-Family Dwelling — minimum of 14 members (15 if aerial device is used)**

The initial full alarm assignment to a structure fire in a typical 2000 ft² (186 m²), two-story, single-family dwelling without a basement and with no exposures must provide for a minimum of 14 members (15 if an aerial device is used).

- **Open-Air Strip Mall — minimum of 27 members (28 if aerial device is used)**

The initial full alarm assignment to a structure fire in a typical open-air strip shopping center ranging from 13,000 ft² to 196,000 ft² (1203 m² to 18,209 m²) in size must provide for a minimum of 27 members (28 if an aerial device is used).

- **Garden-Style Apartment — minimum of 27 members (28 if aerial device is used)**

The initial full alarm assignment to a structure fire in a typical 1200 ft² (111 m²) apartment within a three-story, garden-style apartment building must provide for a minimum of 27 members (28 if an aerial device is used).

- **High-Rise — minimum of 42 members (43 if building equipped with fire pump)**

The initial full alarm assignment to a fire in a building with the highest floor greater than 75 ft (23 m) above the lowest level of fire department vehicle access must provide for a minimum of 42 members (43 if the building is equipped with a fire pump).

Fire departments that respond to fires in occupancies that present hazards greater than those found in 5.2.4 shall deploy additional resources as described in 5.2.4.5 on the initial alarm.

In awarding grants, the Administrator of FEMA shall consider the following:

- The findings and recommendations of the Technical Evaluation Panel (TEP)
 - The *degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire related and other hazards*
 - *The extent of an applicant's need for a SAFER grant and the need to protect the United States as a whole*

The National Preparedness System is the instrument the nation employs to build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal (Goal) of a secure and resilient nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allow for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal while maintaining the civil rights of individuals.

The FY 2016 SAFER grant program plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the Goal of a secure and resilient nation.

- *Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.*
- *The FY 2016 SAFER grant program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.* Examples of desired outcomes for the FY 2016 SAFER grant program include building and sustaining core capabilities, such as Fire Management and Suppression, and Public Health and Medical Services.

IV. Eligible and Ineligible Projects and Costs

Regardless of the eligibility of any costs requested or the panelists' determination, FEMA reserves the right to reduce any requests for funding, in whole or in part, that it deems excessive or otherwise contrary to the best interests of the program.

- Funds may only be used to hire new, additional firefighters and shall not be used to supplant funds. The Hiring of Firefighters Activity is no longer sub-divided into "Rehire," "Retention," "Attrition," and "New" positions.
- SAFER grant funds must be used to increase the amount of funds that would, in the absence of federal funds received under this grant, be made available from State or local sources, or in the case of Indian tribal governments, from funds supplied by the Bureau of Indian Affairs.
- Recipients may apply for a waiver of this restriction on supplanting. Note that firefighters hired after the SAFER grant offer of award and are not employees at the time of award will be considered new hires.
- Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER grant are eligible. Costs are reimbursable if they are included as part of the standard new hire package, available to all operational firefighter positions, and contractually obligated. Refer also to the definitions in Section I of this Appendix.
- Only full-time positions are eligible for funding. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year. However, recognizing many departments have shifts exceeding a 40-hour workweek, FEMA also will consider funding the job-sharing of a full-time position if the grant recipient has sufficient justification. A job-share position is a full-time position occupied by more than one person. Example: A department may hire two part-time staff persons at 28 hours each to fulfill the scheduled work hours of one 56-hour shift position.
- Salaries and benefits of firefighters hired under SAFER funding while they are engaged in training are eligible. (Cost of training is not an eligible expense)
- Costs for overtime that fire departments routinely pay as a part of the base salary or the firefighter's regularly scheduled and contracted shift hours in order to comply with the Fair Labor Standards Act (FLSA) are eligible. (Linda included in salary projections)
- SAFER grant funds will only pay for operational positions whose primary assignment (more than 50 percent of duties) is fire suppression, which includes staffing a fire suppression vehicle, regardless of collateral duties.
- Volunteer and mostly volunteer fire departments may also hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer) in addition to their primary assignment.

Clothing Allotment – Ask Ted Young if eligible if contract requires we provide – language above is unclear:

211 Clothing Allotment Object Total: \$7,454.92

Union Contract: ARTICLE 24- PROTECTIVE CLOTHING & EQUIPMENT


The Employer will provide and maintain, for each Employee covered hereby, their own protective clothing (turnouts) of good quality and condition, etc.



FEMA

**Grant Programs Directorate Information Bulletin
No. 413
December 28, 2016**

MEMORANDUM FOR: All FY 2016 SAFER Applicants and Grant Recipients
All Volunteer, Combination, and Career Fire Departments
All Municipalities and Fire Districts
All National, State, Local, or Tribal organizations representing the interests of firefighters and fire departments

FROM: Brian E. Kamoie
Assistant Administrator for Grant Programs
Federal Emergency Management Agency 

SUBJECT: **Economic Hardship Waivers of Cost Share, Minimum Budget, and Supplanting Requirements for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program**

I. Purpose

The purpose of this Information Bulletin (IB) is to provide SAFER recipients with guidance on requesting a waiver or reduction of their non-Federal funds cost share requirement, minimum budget requirement, supplanting requirement, or any combination thereof, in cases of demonstrated economic hardship (an "Economic Hardship Waiver"). This guidance provides the minimum requirements for eligibility to request an Economic Hardship Waiver and the process and mechanism for requesting an Economic Hardship Waiver

The objective of this IB is to establish what constitutes demonstrated economic hardship, and how eligible SAFER recipients may apply for an Economic Hardship Waiver.

This IB does not supersede other guidance on this subject.

II. Applicability

- A. This IB is applicable to SAFER recipients commencing with the Fiscal Year (FY) 2016 grant cycle.
1. All SAFER recipients may request an Economic Hardship Waiver, provided that they properly demonstrate economic hardship by meeting the minimum requirements detailed in [Sec. III., C.](#) of this document.
 2. SAFER Hiring of Firefighter Activity grant recipients may apply for any of the available waivers.

3. SAFER Recruitment and Retention of Volunteer Firefighters Activity grant recipients may apply to waive the minimum budget requirement.
4. Not all SAFER recipients will meet the minimum requirements to request an Economic Hardship Waiver.
5. This IB is not retroactive; it does not apply to FY 2015 or previous grant years.

III. Guidance

A. Authority

1. This IB is governed by the following authority:
 - a. Section 34 of the *Federal Fire Prevention and Control Act of 1974* (Pub. L. No. 93-498, as amended) (15 U.S.C. § 2229a)

B. Definitions

1. **Administrator** refers to the FEMA Administrator.
2. **Cost Share Requirement** is the requirement applicable to SAFER Hiring of Firefighters Activity recipients for which the Federal portion of the costs of hiring firefighters may not exceed certain percentages as described in the SAFER Notice of Funding Opportunity (NOFO) and 15 U.S.C. § 2229a (a)(1)(E).
3. **Economic Hardship Waiver** is a request – made by eligible recipients and reviewed by the Administrator – to waive or reduce a SAFER recipient’s cost share, minimum budget, or supplanting requirement, in cases of demonstrated economic hardship, per the terms of this IB.
4. **Minimum Budget Requirement** is the requirement that a SAFER recipient’s budget for fire-related programs and emergency response must not be below 80 percent of the applicant’s average funding level in the 3 years prior to November 24, 2003, as described in the SAFER NOFO and 15 U.S.C. § 2229a (a)(1)(E).
5. **Recipient**, for purposes of this IB, references a SAFER recipient, as well as a SAFER grant applicant.
6. **State** refers to any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States.
7. **Supplanting Requirement** is the requirement in which funds received under a SAFER Hiring of Firefighters Activity grant may not be used to replace funds that would be available from state or local sources, or from the Bureau of Indian Affairs, but shall be used to increase the amount of funding that would, in the absence of Federal funds received, be made available from state or local sources, or funds supplied by the Bureau of Indian Affairs.

C. Eligibility – Demonstrating Economic Hardship

1. For a recipient to be eligible for an Economic Hardship Waiver, the recipient must affirm that their governing agency or municipality does not have the available financial resources to cover all or part of the cost share, or minimum budget requirements, or the restriction on supplanting. Recipients must affirm that they do not

have access to financial resources from any source that could be used to cover these costs, including from: reserve funds, savings accounts, rainy day fund, or other financial instruments.

2. In addition to this affirmation, to be eligible for an Economic Hardship Waiver, a recipient must demonstrate economic hardship in one of two ways:
 - a. Demonstrate that at least three (3) of the four (4) of the following conditions exist within the community consisting of the recipient's first-due response geographical area:
 - 1) That the rate of unemployment in the recipient's community has increased during the previous three (3) years preceding the application for the waiver. Each recipient submitting an Economic Hardship Waiver shall supply statistics indicating their local unemployment rates for the previous three years.
 - 2) That the rate of unemployment in the recipient's community exceeds the annual national average rate of unemployment by not less than two (2) percentage points. See, for example national unemployment rate data at: <http://data.bls.gov/timeseries/LNS14000000>
 - 3) During the last three years, the median household income during for the recipient's community has been 80 percent or less than that of the median household income in the state in which the recipient is located. See, for example county-level data at: <http://www.ers.usda.gov/data-products/county-level-data-sets.aspx>
 - 4) That the poverty rate of the recipient's community has remained at a rate of 150 percent or greater than that of the national poverty rate. See, for example, county level data at: <http://www.ers.usda.gov/data-products/county-level-data-sets.aspx>; or,
 - b. Demonstrate that the recipient, or the recipient's governing agency or municipality, has filed for bankruptcy, or has been placed under third party financial oversight or receivership within the previous three (3) years.
3. Note: Recipients may also supply optional information supporting their waiver request. Such information may include data which shows the percentage of individuals in the recipient's community who are eligible to receive assistance under the U.S. Dept. of Agriculture's Supplemental Nutrition Assistance Program (SNAP) has increased over the three (3) year period preceding the application for the waiver.
 - a. See, for example, SNAP data at: <http://www.fns.usda.gov/pd/SNAPmain.htm>. Submitting this information does not replace the requirement that the recipient must meet the requirements of either Section III.D.1. or III.D.2, above, in order to be eligible for an Economic Hardship Waiver.

D. Economic Hardship Waiver Application Process

1. SAFER award applicants who intend to also apply for an economic hardship waiver must indicate which of the three waivers they will be applying for within the online application, via the eGrants system. Only submitted applications that select a waiver option will be contacted by the SAFER program office. Applicants will be asked, during the SAFER application period, about their intent to apply for an economic

hardship waiver and which provisions of the statute they are requesting to waive. The SAFER program office will contact applicants to request information to support their request after the application period has ended. Only submitted applications that select a waiver option will be contacted by the SAFER program office.

2. When submitting an Economic Hardship Waiver request, the recipient shall:
 - a. Identify the data source(s) and provide attribution in support of their claim(s) of economic hardship. All data sources must be verifiable. Failure to supply the source(s) of the data supplied will result in the waiver request being denied.
 - b. Upon receipt of the waiver request in the submitted SAFER application, the applicant will be contacted by the SAFER program office with detailed instructions as to how to submit all required supporting documentation. The SAFER program office will confirm receipt of the submitted information and subsequently attach the submitted information to the applicants file through the AFGP eGrant system.
 - c. The Administrator, with input from the FEMA Grant Programs Directorate, will have the final authority to make determinations as to whether an application for an Economic Hardship Waiver will be granted. Meeting the eligibility requirements described above does not entitle a recipient to an Economic Hardship Waiver. All decisions regarding Economic Hardship Waivers by the Administrator are final. Recipients will not be permitted to appeal any Economic Hardship Waiver decision made by the Administrator. Additionally, FEMA reserves the right to request additional or clarifying information from the recipient after any Economic Hardship waiver has been submitted before deciding on the waiver request.

E. Impacts on Cost Share and Minimum Budget Requirements

1. Where a full waiver has been requested, FEMA reserves the right to reduce, but not eliminate, the recipient's cost share or minimum budget requirement.
2. Should FEMA grant an Economic Hardship Waiver of the cost share requirement, this shall only have an effect on the recipient's required cost share. FEMA will not increase the amount of the Federal share awarded.

IV. Questions

Questions regarding this IB may be directed to the SAFER Help Desk at firegrants@fema.dhs.gov or by calling (866) 274-0960.

V. Review Date

This IB will be reviewed within five years (5) from date of issuance.

RESOLUTION NO. 4026

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF A CERTAIN LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY AND BRENDA BAUGATZ TO RUSSELL E. VAN DYKE AND DONNA L. DUKART FOR THE LEASE OF MOBILE HOME SPACE IN BENDER PARK.

WHEREAS, the CITY currently leases certain property within Bender Park to Brenda Baugatz for use as a mobile home space pursuant to a lease agreement dated November 1, 2001 (the "Lease Agreement"), as approved by Resolution No. 2924;

AND WHEREAS, Brenda Baugatz intends to sell said mobile home to Russell E. Van Dyke and Donna L. Dukart, and Brenda Baugatz and Russell E. Van Dyke and Donna L. Dukart desire that the CITY approve assignment of said Lease Agreement;

AND WHEREAS, an "Assignment of Lease Agreement" between the parties has been prepared and presented to the City Council for approval.

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

That the "Assignment of Lease Agreement" attached hereto as Exhibit "A," and made a part hereof, is hereby approved by the City Council of the City of Miles City.

PASSED AND ADOPTED BY A 2/3 VOTE of the City Council this 24th day of January, 2017.

By: _____
John Hollowell, Mayor

Attest:

Lorrie Pearce, City Clerk

ASSIGNMENT OF LEASE AGREEMENT

This ASSIGNMENT, made and entered into this 25th day of October, 2016, by and between the City of Miles City, Montana, a Montana municipal corporation, of 17 S. 8th Street, Miles City, Montana 59301, hereinafter "CITY," Brenda Baugatz, of 1500 N. Montana, Miles City, Montana, hereinafter "ASSIGNOR," and Russell E. Van Dyke and Donna L. Dukart, of _____, Miles City, Montana, hereinafter "ASSIGNEE,"

WHEREAS, the CITY currently leases certain property within Bender Park to ASSIGNOR for use as a mobile home space pursuant to a lease agreement dated November 1, 2001 (the "Lease Agreement"), as approved by Resolution No. 2924;

AND WHEREAS, ASSIGNOR intends to sell said mobile home to ASSIGNEE, and ASSIGNOR desires to assign her interest in said Lease Agreement with CITY to ASSIGNEE, which requires approval of CITY;

AND WHEREAS, ASSIGNEE has agreed to comply with all conditions of said Lease Agreement, and such additional conditions required by CITY as are set forth in this Assignment;

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

ASSIGNMENT

The ASSIGNOR hereby assigns, and the CITY hereby approves, the Lease Agreement between CITY and Brenda Baugatz dated November 1, 2001, as approved by Resolution No. 2924, to ASSIGNEE, contingent upon ASSIGNEE purchasing the mobile home which is situated upon the leasehold from ASSIGNOR. ASSIGNEE agrees to be bound by all conditions of said Lease Agreement, to include the requirement that ASSIGNEE report any unusual or illegal activities which she observes within the Bender Park area.

ADDITIONAL CONDITIONS AND TERMS

ASSIGNEE agrees to pay monthly rent in the amount of \$150.00, payable in advance, on the 1st day of each month, as well as a security deposit in the amount of \$150.00, which is to be held by the CITY until such time as ASSIGNEE vacates the property.

ASSIGNEE may sublease the property to a tenant, however, such sublease shall not relieve ASSIGNEE of any obligations under the Lease Agreement.

The leasehold area for this lease is depicted in the attached Exhibit "A." The maintenance area for this lease is depicted in the attached Exhibit "B."

ASSIGNEE agrees to be responsible for and pay all unpaid rent for the property which accrued during ASSIGNOR'S period of tenancy.

All other provisions of the Lease Agreement shall remain unchanged.

Exhibit "A"

IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT OF LEASE AGREEMENT the date and year first hereinabove written.

CITY OF MILES CITY:

By: _____
John Hollowell, Mayor

Attest:

Lorrie Pearce, City Clerk

ASSIGNOR:

Brenda Baugatz

ASSIGNEE:

Russell E. Van Dyke

Donna L. Dukart

EXHIBIT "A"
LEASED AREA



EXHIBIT "B"
MAINTAINENCE AREA



RESOLUTION NO. 4027

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2016-2017 TO INCREASE THE BUDGETED AMOUNT IN FUND # 1000-007-420460-364 AND TO FUND THE REPAIRS OF THREE FIRE VEHICLES

WHEREAS, the City of Miles City wishes to amend the budget for Fiscal Year 2016-2017 to provide funding for three fire vehicles, 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 fund # 1000-007-420460-364,

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 2016-2017 for General Fund Fire Department Fund No. 1000 shall be increased in the following amount:

Fund No. 1000-007-420460-364 (General Fund Fire Department Fund No.1000, R&M Vehicles), in the sum of \$33,237.00.

The appropriations for the Final Budget for Fiscal Year 2016-2017 for General Fund Fire Department Fund No. 1000 shall be decreased in the following amount:

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2016-2017 on the 14th day of February, 2017, 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 §7-1-4127 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 24TH DAY OF JANUARY, 2017.

ATTEST:

Lorrie Pearce, City Clerk

JOHN HOLLOWELL, Mayor

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14TH DAY OF FEBRUARY, 2017.

ATTEST:

Lorrie Pearce, City Clerk

JOHN HOLLOWELL, Mayor

MILES CITY FIRE-RESCUE

Emergency Apparatus Maintenance Company

Fire Pump Service and Testing

Tower	19	\$ 3,079.84	Aerial Hydraulic Service
Tower	19	\$ 4,959.32	Pump Repairs
Engine	8	\$ 18,264.29	
Engine	7	\$ 612.69	Transmission
Engine	7	\$ 6,320.02	Pump Repairs
		<u>\$ 33,236.16</u>	

1000-007-420460-364

RESOLUTION NO. 4028

A RESOLUTION GRANTING A REVOCABLE LICENSE TO MONTANA FISH, WILDLIFE & PARKS FOR PLACEMENT OF BAT HOUSES IN SPOTTED EAGLE RECREATION AREA, BENDER PARK, AND WATER WORKS PARK.

WHEREAS, Montana Fish, Wildlife & Parks, through its Miles City office, has requested permission to place bat house on certain City owned property:

AND WHEREAS, the City finds that the placement of such bat houses are important to the health of the natural ecosystem of Miles City and Custer County;

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

It does hereby authorize and grant to the Department of Montana Fish, Wildlife & Parks ("FWP") a revocable license to construct and maintain bat houses in a quantity and placement deemed reasonable and appropriate by FWP in Spotted Eagle Recreation Area, Bender Park, and Water Works Park.

This license shall terminate, and FWP shall, at FWP's sole expense, completely remove said bat houses upon 90 days' advanced written notice by the City of Miles City. The City shall not be required to provide cause prior to the termination of said license.

By accepting this license, FWP agrees to hold harmless and indemnify the City against any claims arising from the installation and maintenance, or any other cause attributable to, said bat houses.

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 24TH DAY OF JANUARY, 2017.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO.4029

A RESOLUTION APPROVING A CONTRACT AMENDMENT WITH THE MONTANA DEPARTMENT OF COMMERCE FOR EXTENSION OF TIME TO COMPLETE MAIN STREET PROGRAM CONTRACT SERVICES.

WHEREAS, the City of Miles City and the Montana Department of Commerce have entered into a grant agreement for completion of a certain Main Street project, and desire to extend the date for completion of said project until June 2, 2017;

AND WHEREAS, extension of said agreement requires the written agreement of the parties;

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

1. "Contract Amendment #MT-16-MMS-60-002A" between the City and the Montana Department of Commerce, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document 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, AT A REGULAR MEETING THIS 24TH DAY OF JANUARY, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A
COMMERCE CONTRACT #MT-16-MMS-60-002A

**MONTANA DEPARTMENT OF COMMERCE
MAIN STREET PROGRAM
CITY OF MILES CITY
CONTRACT AMENDMENT #MT-16-MMS-60-002A**

This Contract Amendment is entered into by and between the City of Miles City, Montana, (the Grantee) and the Montana Department of Commerce, located at 301 South Park, Helena, Montana (the Department).

The Grantee and the Department mutually agree to amend Contract #MT-16-MMS-60-002 (the Contract), executed by them on April 6, 2016, as follows:

1. Section 4 of the Contract is amended to read as follows:

Section 4. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on June 2, 2017, unless terminated earlier in accordance with the terms of this Contract.
 - (b) All authorized expenses to be reimbursed must be incurred by the Grantee between December 2, 2015 and June 2, 2017. All Requests for Funds must be submitted to the Department within 60 days of final Project close-out.
 - (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only upon obtaining the prior written approval of the Department.
 - (d) The Department may grant a Contract extension upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least 30 days prior to the termination date of the Contract.
2. Attachment A – Amended Project Implementation Schedule of the Contract has been revised. Please refer to new Attachment A hereto, which supersedes and replaces any previous versions of Attachment A in its entirety.

3. All other provisions of the Contract remain in full force and effect.

CITY OF MILES CITY

By: John Hollowell 1/10/2017
John Hollowell, Mayor Date

MONTANA DEPARTMENT OF COMMERCE

By: Jennifer Olson 1/11/2017
Jennifer Olson, Administrator Date

Montana Main Street Program
Montana Department of Commerce

Contract Amendment # MT-16-MMS-60-002A
City of Miles City

**ATTACHMENT A
PROJECT IMPLEMENTATION SCHEDULE
MAIN STREET PROGRAM
CONTRACT #MT-16-MMS-60-002A
CITY OF MILES CITY**

TASKS

MONTH

Project Start-up

Preparation of MDOC Contract

February 2016

Procurement of Professional Assistance

Submit Request for Proposals (RFP) to DOC,
for approval, if required

Publish RFP

March 2016

Select Professional

March 2016

Execute agreement with professional

March 2016

Project Implementation

Begin implementation of Façade Improvement Program (FIP)

November 2016

Submit interim Request for Funds

January 2017

Completion of initial implementation of FIP

April – May 2017

Project Close out

Submit final deliverable

June 2017

Submit final Request for Funds and Completion Report

June 2017

Montana Main Street Program
Montana Department of Commerce

Contract Amendment # MT-16-MMS-60-002A
City of Miles City

CONTRACT INFORMATION SHEET

Division staff are required to complete the items in blue print.

Contract Number:	<u>MT-16-MMS-60-002A</u>	Division:	<u>Comm Development</u>
Contractor's Name:	<u>City of Miles City</u>		
Approved As To Form Name:	<u>N/A</u>		
Approved As To Form Email:	<u>N/A</u>		
Contractor (Signee) Name:	<u>John Hollowell, Mayor</u>		
Contractor's Email:	<u>mayor@milescity-mt.org</u>		
Contractor's Address:	<u>17 S 8th Street, Miles City 59301</u>	Vendor Number:	<u>23484</u>
cc Name	<u>Dawn Colton</u>		
cc Email	<u>dawncolton@milescity-mt.org</u>		
Duns or FIN Number:	<u></u>	Begin Date:	<u>12/3/2015</u>
(Federal Funds Required)			
Amount:	<u>\$ 10,000.00</u>		
Organization Number:	<u>532210</u>	End Date:	<u>6/2/2017</u>
RFP Number (if app.):	<u></u>		
Program Number:	<u>51</u>		

Liaison:	<u>Maria Jackson</u>	Bureau Chief:	<u></u>
Liaison Email:	<u>mjackson3@mt.gov</u>	Bureau Chief email:	<u>acossitt@mt.gov</u>
Liaison Phone:	<u>841-2550</u>	Division Admin.	<u></u>
		Division Admin. email:	<u>dmitchell2@mt.gov</u>
Signatures:		Carbon Copies:	
Division Administrator	<u>Jennifer Olson</u> 12/29/2016	Liaison:	<input checked="" type="checkbox"/>
Fiscal Review	<u>Leri Quinlan</u> 12/29/2016	Director (> \$200K):	<input type="checkbox"/>
Legal Counsel	<u>Amy Barnes</u> 12/29/2016	Deputy Director (<\$25K):	<input checked="" type="checkbox"/>
	<u></u>	Filenet	<input checked="" type="checkbox"/>
	<u></u>	Secretary of State:	<input type="checkbox"/>
	<u></u>	BIA:	<input type="checkbox"/>
	<u></u>	Clerk of Court:	<input type="checkbox"/>

Certificate Of Completion

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Signer Events

Jennifer Olson

jeolson@mt.gov

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Signature

Jennifer Olson

Timestamp

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Signed using mobile

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Accepted: 12/29/2016 4:09:34 PM

ID: eeb567dd-e3a2-49ca-8773-e123831cc436

Teri Juneau

tjuneau@mt.gov

Fiscal Manager

MT Dept of Commerce

Security Level: Email, Account Authentication (None)

Teri Juneau

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Amy Barnes

AmyBarnes@mt.gov

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Amy Barnes

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John Hollowell

mayor@milescity-mt.org

Security Level: Email, Account Authentication (None)

John Hollowell

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Signer Events

Jennifer Olson
 jeolson@mt.gov
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 (None)

Signature


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Anne Cossitt
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Maria Jackson
 mjackson3@mt.gov
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Dawn Colton
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Doug Mitchell
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 Deputy Director
 Security Level: Email, Account Authentication
 (None)
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Cyndi Davis
 CDavis3@mt.gov
 Payroll and Benefits Accountant
 Security Level: Email, Account Authentication
 (None)
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Completed	Security Checked	1/11/2017 9:51:37 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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- ii. send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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RESOLUTION NO. 4030

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ADOPT A POLICY FOR THE MILES CITY FAÇADE IMPROVEMENT GRANT PROGRAM.

WHEREAS, the City wishes to offer a Façade Improvement Grant to qualified applicants within the Miles City Downtown Urban Renewal District,

AND WHEREAS, the City wishes to adopt said Guidelines,

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

1. The City hereby adopts the Miles City Façade Improvement Grant Program Policy and Guidelines attached hereto as "Exhibit A".
2. 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 policy 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 24th DAY OF JANUARY.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

MILES CITY

DOWNTOWN TAX INCREMENT FINANCE DISTRICT

FAÇADE IMPROVEMENT PROGRAM Policy and Procedure Manual

INTRODUCTION

The Miles City Downtown Urban Renewal District, better known as the Miles City Tax Increment District (MCTIFD) Façade Improvement Grant (FIG) program is designed to provide a financial incentive for downtown property owners to restore and/or improve commercial buildings in Miles City's Downtown Tax Increment Finance District (MCTIFD).

The objective of the FIG program is to spur private investment through façade improvement projects that create a visually attractive and vibrant downtown ambiance that will welcome visitors and shoppers alike to downtown Miles City; assist individual and small business owners to succeed and continue operations into the future and attract new business to the District. The façade improvement program will serve as a catalyst for fixed asset investment, particularly related to exterior building improvements that will trigger further investment.

The goal of the FIG program is to make revitalization efforts affordable by providing matching grant funds up to \$2000. The TIFD Board reserves the right to consider grants in larger amounts based on the merits of the proposed project.

The proposed façade improvement program will apply to buildings within the Miles City Downtown Urban Renewal District.

The following guidelines are intended to be used in the structuring of façade improvement grants. The FIG program is funded by Miles City Downtown Tax Increment Finance District (MCDTIFD) and a grant from the Montana Main Street Program.

GENERAL PROVISIONS

Purpose

The purpose of the policies and procedures contained within this manual is to present the criteria which govern the façade improvement activities assisted with funds made available through the MCTIFD FIG program.

Façade Improvement activities are intended to meet the following objectives:

- Assist existing businesses to create a visually attractive downtown ambiance that will welcome visitors and shoppers alike to downtown Miles City.
- To perpetuate a positive and proactive business climate in Downtown Miles City that supports existing businesses and attracts new business to the District
- To preserve and enhance the historical character and unique architecture within our traditional business corridors in Downtown Miles City.

Amendments and Modifications

The MCTIFD Board of Commissioners may from time to time amend the provisions imposed by the policies and procedures contained within this manual.

ADMINISTRATION

- The Miles City FIG program shall be administered by the MCTIFD Coordinator who shall be known as the “Administrator”. The Administrator shall explain the FIG program to prospective applicants, provide written information, assist applicants in completing applications, and process requests for funding.
- The Administrator shall be responsible for the maintenance of all records for the FIG program and report annually to the MCTIFD regarding use of FIG funds.
- MCTIFD Board of Commissioners shall establish a Façade Grant review Committee, consisting of two members. The members shall consist of one member of the MCTIFD Board of Commissioners and one member of the Miles City Preservation Commission. Members of the committee shall be approved by the MCURDA Board of Commissioners and the Miles City TIFD Coordinator. The MCTIFD Board reserves the right to appoint replacements, add or remove members as deemed necessary from time to time.
- The committee shall have the authority to review, select and recommend grant applications for the approval of the MCTIFD Board of Commissioners. The MCURB Board of Commissioners will submit their recommendations for funding for final approval to the Miles City Council.
- Committee members will be selected at the beginning of each round of grant funding and will serve for the entire round. Committee members may serve for multiple rounds.
- In the event there is a conflict of interest between a committee member and a particular grant application, an alternate committee member will be appointed by the Administrator to review the application.
- MCTIFD reserves the right to cancel a grant agreement in the event of failure to comply with this agreement
- Grant applications will be evaluated based on a clear and documented set of criteria including:
 - a. **Impact** – Overall impact of the project on the Miles City Downtown Urban Renewal District. It is the goal of the FIG program to serve as a catalyst for fixed asset investment, particularly related to exterior building improvements that will trigger further investment and to improve the “curb appeal” or visual impact of the TIF District. The goal is not to try to recreate some past time in the history of Miles City; instead, it is to draw upon the architectural and historic distinctiveness of the downtown as a means to enhance its value.

Creative new uses for existing building stock will be strongly encouraged, as well as modern yet compatible awnings, signage, lighting and other fixtures to enhance the

appearance of storefronts and downtown. Projects will be scored within this category equally on items i. through iii. Projects proposing alterations to non- historic buildings will be scored individually on item iv. Projects proposing alterations to buildings listed on the National Register will be scored individually on item v. The scores for item iv. and v. will be added into the aggregate "Impact" score.

- i. Will the project add taxable value to the property?
- ii. Is the proposed façade improvement designed well and consistent with the surrounding built environment?
- iii. Will the project eliminate what was previously a liability for the district?
 - a. Repair and repainting of chipped, faded and peeling paint, broken windows doors and frames, etc.
 - b. Removal of façade elements that may be considered dangerous or in poor repair.
- iv. If the project proposes improvements to a building located within the Main Street Historic District which is considered "non-historic" is the project in keeping with the historical character of the District?
- v. If the project proposes altering the façade of a building listed on or eligible for the National Register of Historic Places:
 - a. Does the project incorporate the Secretary of Interior's Standards for Rehabilitation where feasible?
 - b. Are inappropriate design elements removed such as metal or vinyl siding and other exterior "slip covers" such as wooden shingles and awnings of "out of period" materials?
 - c. Are existing historical design elements preserved and enhanced?

b. Financial Leverage – Projects that leverage a higher level of private investment will be graded higher than those seeking the maximum match.

- i. Projects proposing a private investment greater than the required 1:1 match will be scored higher. Private investment can include loans from local banks or financial institutions, owner capital or grants from other sources.

c. Cost/Schedule: Is the project feasible from a cost and schedule point of view?

d. Sustainability/Permanence: How permanent are the improvements (signs are more changeable than new glazing, for example) and is there a maintenance plan for improvements? Does the business own the building? If not, how much time remains on the lease?

MEETINGS

Meetings of the Façade Grant Committee shall be held on an as-needed basis. All committee members shall be given reasonable prior notice of each meeting. A majority of the committee in

attendance at a meeting constituting a quorum shall be required for official committee action. Official actions must have the support of the majority of the total committee.

RECORDS

- Written records of all program activities, including program inquiries, program meetings, grant applications, annual reports, and other documents, shall be properly maintained. All files shall be kept at the Miles City Historic Preservation Office, Miles City Hall, in the MCTIFD Board of Commissioners confidential files with limited access by authorized personnel. Each grant applicant should have a file containing the following minimum information:
 - a. Initial notes from Administrator indicating proposed project meets key criteria
 - b. Application form with supporting documentation and correspondence
 - c. Copy of committee minutes summarizing the action taken on the grant request
 - d. Each grant recipient should have a file containing the above information plus: Copy of grant agreement
 - e. Grantee's project schedule
 - f. Site visit notes
 - g. Photographs of completed project

ELIGIBILITY CONSIDERATIONS

ELIGIBLE AREA

- The area served by the FIG program is the Miles City Urban Renewal District also known as the MC TIFD shown on Map 1. (Shaded inside area)

ELIGIBLE APPLICANTS

- Applications may be submitted by a property owner or tenant of any commercial, residential, or private non-profit agency within the area shown on Map 1.
- Tenants must provide proof of lease authority or a written statement declaring the property owner's agreement to the improvements.
- Tenants must have at least two years remaining on their lease or an option to renew.
- Properties must be commercial or residential properties turning commercial.
- Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, physical condition, development disability, sexual orientation or national origin.

INELIGIBLE APPLICANTS

- Federal, State and Local Government Entities for government owned and operated buildings

ELIGIBLE ACTIVITIES

Grants shall be available to eligible applicants for the following activities:

- Store signage (rehabilitating existing signage, including historic signage, ghost signage and historic neon signage) Removal of inappropriate or out-of- date signage
- Awnings – repair or installation of awnings of materials and design in keeping with the character of the District.
- Rehabilitation or compatible reconstruction of storefronts
- Removing non-historic elements from building facades
- Removal of metal and vinyl siding and exterior slip covers (surfaces) such as wooden shingles. Exterior cleaning, painting and/or paint removal
- Masonry repair and repainting, removal of paint over original brick, restoration of original brick
- Repair and replacement of architectural details or materials
- Window repair or in certain cases replacement
- Restoration or replacement of deteriorated or hazardous sidewalks
- Improvements to back or side street customer entrances of buildings are eligible if done in conjunction with a front façade improvement or if the front façade is already considered satisfactory according to program guidelines.

INELIGIBLE ACTIVITIES

Program grants shall not be available for the following activities:

- Improvements made prior to grant approval.
- Interior rehabilitation unless it is essential to rehabilitate the building's façade, i.e. interior surfaces of large display windows
- Interior decoration
- Refinancing of existing debt
- Inventory and equipment
- Cost of permitting related to the project
- Sweat equity (payments for applicant's own labor) although building materials/supplies are eligible for funding if the applicant does not use an outside contractor
- General business operations expenses (payroll, taxes, utilities, etc.)

MINIMUM REQUIREMENTS

To be eligible for funding, a proposed project must meet all of the following minimum requirements:

- **Private Funds Leveraged.** The applicant must leverage a minimum of one dollar (\$1.00) of private funds for every one dollar (\$1.00) of grant funds requested.

- **Historic Preservation:**
 - **Historic Buildings:** Exterior renovations to historic buildings shall to the extent practical, preserve and promote the significant architectural and historic features of the building.
 - **Non-Historic Buildings:** Exterior renovations to non-historic buildings within the Main Street Historic District shall to the extent practical, feasible and reasonable complement or enhance the historical character of the district.
- **Compliance with Applicable Laws:** Applicants shall comply with all applicable local, state and federal laws and codes.
- **Agreement:** All winning applicants will be required to sign a “Façade Improvement” agreement. Failure to complete the project, or create a greater liability for the District will forfeit grant funding, and may be required to repay any grant funding advanced toward completion of the project.
- **Project Completion:** Projects must begin within three (3) months of grant approval and be completed within six (6) months of grant approval. Signage and awning projects must be completed within three (3) months of approval. Extensions may be requested depending on the scope of the project.

TERMS AND CONDITIONS

Minimum standards shall include the following:

- Approval of grant applications is contingent upon available funds.
- Funding is limited to one façade and one sign grant per property per year.
- Grant amounts are available for up to \$2,000.
- The Façade Grant Committee reserves the right to recommend grants awards exceeding the \$2000 maximum if a project is deemed especially beneficial to the FIG program objectives. The Committee reserves the right to request additional application material should the request exceed \$2,000.
 - Grantees will be required to sign a grant agreement (**Exhibit A**) guaranteeing the project will be completed according to the details included on the grant application and approved by the Façade Grant Committee and MCTIFD Board of Directors.
 - Grants will be paid in a lump sum at the end of the project as a reimbursement of costs incurred.

APPLICATION PROCEDURES

- **Preliminary Meeting:** Interested parties are encouraged to contact the Administrator to propose a project. The Administrator will review the project to determine if it meets key project criteria. If so, the interested party will be asked to fill out an application and will immediately schedule a Façade Grant Committee meeting.
- **Grant Cycle:** The program will start April 1, 2016 on an open cycle basis while funds are available. Subsequent rounds will be proposed based on funding. Applications may be

submitted at any time during a round. Applications shall be reviewed in the order received and based on readiness for the proposed project to proceed. In the event that grant funds requested exceed available funds, the following criteria will be used to determine which projects will be awarded the grants:

- Eligibility of the applicants.
- Eligibility of the project to be undertaken.
- The extent to which private funds are to be leveraged.
- Size of the grant requested.
- Timing of the proposed expenditures.
- Completeness of the application.
- Other factors as deemed appropriate.

GRANT APPLICATION

Applicants shall submit an application using the form in Exhibit B which includes the following information:

- Applicant Name
- Applicant type – Property owner or tenant For tenants, permission letter from Property Owner or Lease proving lease authority For tenants, copy of lease showing two (2) years remaining or option to renew
- Contact information for tenant and/or property owner including address, telephone number, fax number and email address
- Type of improvement: Two color photographs of project prior to improvement
- Description of proposed improvement. While not required, description may include sketches or drawings or plan of proposed improvement including placement, color, dimensions and materials
- Estimated total project cost
- Dollar amount of grant request
- Proposed start date
- Estimated completion date
- Description of additional work planned for the interior or exterior, if applicable
- Date and Signature of applicant

REVIEW PROCESS

- **Preliminary Review.** The Administrator will review the application for completeness and verify that the applicant is eligible and the proposed project meets minimum requirements. The Administrator will immediately forward all applications to the FIG Review Committee for evaluation, and schedule formal review.
- **Formal Review.** The Façade Grant Review Committee will meet within one week of application verification to recommend approval or rejection of the award to the MCTIFD Board of Directors.
- Upon closure of the grant cycle, the Administrator will place the Review Committees recommendations on the agenda for the MCTIFD Board, and on the weekly agenda for the Finance Committee and following City Council meeting for final action.
- Upon final approval by City Council, the Administrator will notify the business or property owner and schedule a meeting to discuss the terms of the grant and grant agreement.
- **Rejection of Award.** If the application is not approved, the Administrator will send a letter to the applicant stating the reasons for rejection and offer to meet with the applicant to explore ways to strengthen the grant request or to identify alternative funding sources. If an application is denied, a new application can be submitted at any time.

DISTRIBUTION OF FUNDS

Prior to releasing grant funds, the following documentation must be in place.

- **Notice of Award:** The Façade Grant Committee must have reviewed and approved a complete application for an eligible applicant.
- **Grant Agreement:** The Administrator shall prepare a grant agreement based on the example in Exhibit A and it shall be signed by grantee and Administrator.
- **Evidence of Permits, Licenses, Bonds, etc:** Documentation shall be provided by the applicant that all necessary permits, licenses, and any other registrations required have been obtained by the applicant prior to the release of program funds.
- **Lien Waivers:** Lien waivers must be submitted from all contractors and subcontractors.

- **Evidence of Program Expenditures:** Documentation shall be provided by the business to evidence program expenditures prior to release of funds. Documentation shall include bills and invoices or receipts for materials, final bills of sale or canceled checks. All documentation shall be reviewed and approved by the Administrator.
- **Inspection:** The Administrator and the Miles City Building Inspector, when required, shall perform a visual inspection to ensure that project activities were completed per the grant agreement. A photograph of the completed project will be filed.

MAP 1: Miles City MCTIF District



Exhibit A

Miles City MCTIFD

FAÇADE IMPROVEMENT GRANT AGREEMENT

- A. Grantee agrees to complete the project as described in the application and approved by the Façade Grant Committee. This grant may be used only for eligible project activities described in the Grantee's façade improvement grant application and approved by the Façade Grant Committee and the MCTIFD Board of Directors.
- B. Grantee agrees to adhere to the project schedule requirements outlined in the program manual.
- C. Grantee agrees that improvements to:
 - a. Exterior renovations to historic buildings shall to the extent practical, preserve and promote the significant architectural and historic features of the building.
 - b. Exterior renovations to non-historic buildings within the Main Street Historic District shall to the extent practical, feasible and reasonable complement or enhance the historical character of the district.
- D. Grantee agrees to provide additional information and documents as the MCTIFD may request and allow MCTIFD and its representatives to have reasonable access to the site for the purpose of evaluating the progress and completion of the project.
- E. Grantee agrees to comply with all applicable local, state and federal laws and codes. F. Grantee agrees to maintain the property and improvement.
- F. Grantee agrees to allow the MCTIFD to promote the project including, but not limited to, displaying a MCTIFD logo sign at the site, during and after construction, and using photographs and descriptions of the project in MCTIFD promotional materials or social media.
- G. The MCTIFD reserves the right to withhold any payments to be made under this grant award if, in the MCTIFD 's sole discretion, such action is necessary:
 - (1) because Grantee has not fully complied with the terms and conditions of the grant;

(2) to protect the purpose and objectives of the grant; or

(3) to comply with any law or regulation applicable to Grantee, to the MCTIFD , or this grant.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the MCTIFD grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

On behalf of Grantor, I hereby agree to provide a façade improvement grant based on the terms and conditions described above.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B

Miles City Façade Improvement Grant Application

This loan program is provided to assist businesses in the Miles City Urban Renewal (Tax Increment Finance) District in making physical improvements to the exterior of their properties. .In addition to completing this application, please provide a detailed budget for your project.

Name of Applicant	
Business Name	
Business Address	
Business Primary Phone	
Business Email	
Name and Address of Building Owner if different than Applicant	
Period of Lease if applicable	
Please Attach Letter of Consent from Building Owner	
What is the estimated cost of your project?	
What is the estimated time to complete your project?	

Describe the renovations to be made to the business:

Applicant Signature: _____

Date: _____

Façade Improvement Grant Project Budget

Project Name: _____

Itemized Expense	Cost Per Unit	Quantity	Total Cost
Total Project Budget			

RESOLUTION NO. 4031

A RESOLUTION APPROVING AN ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MILES CITY AND INTERSTATE ENGINEERING, INC., PERTAINING TO LONG RANGE TRANSPORTATION PLAN SERVICES.

WHEREAS, the City of Miles City and Interstate Engineering, Inc., have entered into a Short Form of Agreement Between Owner and Engineer for Professional Services related to the Miles City Long Range Transportation Plan, dated September 23, 2015;

AND WHEREAS, the parties desire to amend such agreement to provide for a revised total compensation amount for services under said agreement;

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

1. The "Addendum" to the Short Form of Agreement Between Owner and Engineer for Professional Services between the City and Interstate Engineering, Inc., 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.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 24TH DAY OF JANUARY, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit "A"

ADDENDUM

This ADDENDUM to the **Short Form of Agreement Between Owner and Engineer for Professional Services** dated 9-23-2015 (the "Agreement") and amended 9-27-2016, and 12-27-16 between the City of Miles City, Montana, and Interstate Engineering, Inc., services related to the Miles City Long Range Transportation Plan, approved by the City of Miles City through Resolution No. 3854, is hereby amended to read as follows:

"7.01 Basis of Payment – Hourly Rates Plus Reimbursable Expenses

...

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

3. The total compensation for services and reimbursable expenses is \$129,550.


The Agreement shall remain unchanged in all respects except as otherwise expressly set forth herein.

DATED this _____ day of _____, 2017

CITY OF MILES CITY, MONTANA

INTERSTATE ENGINEERING, INC.

By: _____
John Hollowell, Mayor

By: 
Charles B. Strum, P.E.
Sr. Transportation Engr./Office Manger

Attest:

Lorrie Pearce, City Clerk