



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
City Council Chambers*

*May 23, 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 | 5/9/2017 |
| B. Finance Committee Meeting    | 5/4/2017 |
| C. Flood Control Meeting        | 5/4/2017 |

**2. SCHEDULE MEETINGS**

**3. REQUEST OF CITIZENS & PUBLIC COMMENT**

**4. APPOINTMENTS**

Police Commissioner: Mark Hilderbrand

**5. PROCLAMATIONS**

**6. STAFF REPORTS**

**7. CITY COUNCIL COMMENTS**

**8. MAYOR COMMENTS**

**9. COMMITTEE RECOMMENDATIONS**

**10. BID OPENINGS**

**11. BID AWARDS - Bid for Paving Maintenance District #204 and 205**

**12. PUBLIC HEARINGS**

**13. UNFINISHED BUSINESS**

**14. NEW BUSINESS**

- A. **RESOLUTION NO. 4052- A Resolution Authorizing the City of Miles City to Contract with Dennis Hirsch for Building Inspection Services for Fiscal Year 2017-2018**
- B. **RESOLUTION NO. 4053- A Resolution Providing for Procedures to Manage and Monitor Lease of Property Owned by the City of Miles City**

- C. **RESOLUTION NO. 4054- (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 RSVP Fund No. 2985-015-450330-220 as the Result of Unanticipated Grant Revenue**
- D. **Approval of local Record Disposal**

**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 May 9, 2017**  
**7:00 p.m.**

**CALL TO ORDER**

The Regular Council meeting was held Tuesday, May 9, 2017, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Council Chairperson Susanne Galbraith called the meeting to order. Absent was Mayor John Hallowell. Council Members present were Brant Kassner, Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Jeff Erlenbusch and, Kathy Wilcox.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Police Officer Steve Fenner, Fire Chief Gary Warren, Planner II Dawn Colton, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, and recorder Payroll and Claims Clerk Ally Capps.

**PLEDGE OF ALLEGIANCE**

Council Chairperson Susanne Galbraith led the Council in the Pledge of Allegiance.

**APPROVAL OF COUNCIL & COMMITTEE MINUTES**

**City Council Minutes: 4/25/2017**

*\*\* Councilperson Uden moved to approve the minutes of the Regular Council Meeting of April 25, 2017, subject to any corrections or changes, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 8-0.*

**Finance Committee Minutes: 4/20/2017**

*\*\* Councilperson Andrews moved to approve the minutes of the Finance Committee Meeting of April 20, 2017, and seconded by Councilperson Huber. The motion **passed** by unanimous consent, 8-0.*

**SCHEDULED MEETINGS**

None

**REQUEST OF CITIZENS & PUBLIC COMMENT**

Craig Cremer 102 Lyman Drive stated he was concerned about the Training Center just across the street. We are concerned with smoke blowing in, possible increase in noise and possibly a decrease in the value of their home. We really oppose the Center placed behind the Fire Station and hope there are other locations considered for the Center. We do not oppose the training center we just hope other locations are being considered. Councilperson Galbraith explained to Mr. Cremer that at this time, the Fire Department is just getting bids and she would voice their concerns to the fire department. We take lots of pride in our neighborhood and wanted to go on record opposing the location of the Fire Training Center behind the Fire station but not Miles City having the Training Center.

Kathy Wilcox had a call from a man on Lyman Drive; and was voicing the same concerns as Mr. Cremer. He also mentioned that when they rip the cars apart when training for the Jaws of Life that can be very noisy. He also expressed concern by Bridge Street weeds that are heavily growing and wanted to know who's responsibility it is for taking care of that area. If it is City property, he is expecting the City to keep it mowed. He was concerned about weed and pest control.

Councilperson Galbraith is sure the property in question belongs to a private citizen and would pass the information along. Councilperson Wilcox said that the person who contacted her was also concerned about the asphalt along Bridge Street and that the road is in poor condition and is there anything the City can do to repair it. Director Gray responded that the City is waiting for asphalt so that repairs can get underway.

Councilperson Galbraith asked for those persons opposed to the Training Center to state their names and addresses for the record:

Dannette Cremer 102 Lyman Drive, Jean Pierson 103 Lyman Drive, Rob Pierson 103 Lyman Drive and Craig Cremer 102 Lyman Drive.

Ron Pierson 103 Lyman Drive wanted to go on record saying the Fire Department is wonderful. However, if the fire department is going to clean out their hoses, do they really have to block off Legion Street, or need to get their ladder trucks and spray all the way out to Haynes Avenue? When the wind blows it sprays all over my house. I am right behind the fire department and get quite a bit of spray blown onto my house and onto my windows.

Citizen Pierson asked if anybody has driven around Lyman Drive Park or Spotted Eagle they have not yet been mowed this year. Park Director Gray responded that those parks are on the list to get mowed and maintained. Seasonal employees are hired and will get the satellite parks mowed and trimmed. Citizen Pierson also inquired who owns the boulevard on Frontage Road, does it belong to the City, State or County? If you could eliminate the weeds, it would be a nice place to park cars during a track meet.

## **APPOINTMENTS**

Mark Hildebrand swearing in as Police Commissioner was re-scheduled for the next Council Meeting May 23<sup>rd</sup>.

## PROCLAMATIONS

None

## STAFF REPORTS

**Councilperson Galbraith** asked Council recorder Capps to read the expiring Terms, expiring December 31, 2017: **Council Members** Ken Gardner, Rick Huber, Brant Kassner, and Dwayne Andrews and **City Judge** Al Homme.

**Public Works Director Gray:** reminded those present of the Citywide Clean-Up day scheduled for Saturday, May 13, 2017.

**Fire Chief Gary Warren:** announced that the Fire Department had received the Town Pump Grant for \$9,000.00. To purchase safety equipment for the fire fighters. May 11<sup>th</sup>, at 9:30am on Bridge Street and 4<sup>th</sup> Street the Fire Fighters are doing the Your Choice Program for high schoolers, where they stage a car accident. The event also includes; police, County firefighters and Stevenson Funeral Home.

**Floodplain Administrator Malenovsky:** wanted to inform the Council on the Flood Control project, May 25<sup>th</sup> at 1:30pm. There will be a meeting with Bob Murdo on the flood district and options on how new flood districts can be formed. Depending on how many Council members wished to attend this meeting, it may need a Public Notice for a Special Council meeting. Administrator Malenovsky asked to be notified of Council members interested so the meeting could have proper notification announced in the paper if needed.

**Utilities Director Kelm:** Tuesday, May 23<sup>rd</sup> at the Fish and Wildlife and Parks Department, Montana Rural Water is putting on a workshop for everybody involved in Water and Waste Water Treatment. The workshop is free and will be covering the ten key areas of water treatment. The workshop called, Effective Utility Management of Rural and Small Systems starts at 8:00am and ends 4:30pm. Director Kelm asked those interested to contact him and he would get them pre-registered.

**Director Gray** wanted to thank City Attorney Rice and his group MCI2 for the donation of the amphitheater. Director Gray was sure it was going to be a great asset to the community.

## CITY COUNCIL COMMENTS

**Councilperson Andrews** asked Chief Warren on the status of the newly acquired fire truck. Chief Warren explained that the truck still needs brakes and new tires. He also wanted to bring to attention, the O'Reillys lot. On the front and side of the building has been a mess for the last few years. All they need to do is go out and mow the weeds. Councilperson Galbraith said she would pass this information onto the Mayor.

**Councilperson Huber:** Wanted to thank Kevin at KOA for the Boy Scouts Campout and for all the cleaning-up they have been doing. They went down Main Street on Saturday. Trees at Wibaux Park on the south side had been trimmed and looked very nice. There had been a citizen comment on Wibaux Park. Around the tennis courts, there has been a family that has been mowing, trimming and doing leaf and limbs removal. The family did this last year also, Scott and Kristy Toennis and daughter Shelby and the Huber's had spent time cleaning and getting ready for divisionals.

**Councilperson Uden:** Wanted to acknowledge Public Works Director Gray for an outstanding job the Parks Department is doing to get the parks, and the ball fields ready for summer. The cleanup around the park and amphitheater a few weeks ago before and after the Ryno-Palozza was quick and the park looked very nice.

**Councilperson Huber:** Asked that the other council members go drive around and look at the parks and ballfields to see how beautiful they are spotless, green and trimmed.

**Councilperson Erlenbusch:** Said he has talked to Dannette and Craig Cremer and would like to talk to the fire department as more questions and concerns are arising over the placement of the Training Center.

## **MAYOR COMMENTS**

None

## **COMMITTEE RECOMMENDATIONS**

Finance committee recommended sending Water and Sewer Departments Charge Offs to collections for \$490.80.

\*\* *Councilperson Huber moved to approve the sending of the Charge Offs to collections with the recommendation that the charge off amount be changed to \$267.06. On May 8<sup>th</sup> Utility Clerk Bissell had collected \$223.74 and that amount would no longer need to be sent to collections, seconded by Councilperson Uden. The motion passed on a roll call vote, 8-0.*

## **BID OPENINGS**

### **Paving Maintenance for District #204 and #205**

One bid was received

1.) Century Construction: \$220,000 (District#204 and #205 combined)

\*\* *Councilperson Galbraith referred the bid to the Finance Committee.*

## **BID AWARDS**

None

## PUBLIC HEARINGS

None

## UNFINISHED BUSINESS

None

## NEW BUSINESS

- A. RESOLUTION NO. 4049: A Resolution Adopting Findings of Fact and Approving the Amended Plat for the Purpose of Boundary Line Relocation of Tracts A-1 and A-2 of the Adrian Minor Subdivision Within the City of Miles City.**

Councilperson Wilcox asked what this was for? Planner Colton showed Councilperson Wilcox the map with the proposed boundary relocation. Councilperson Wilcox asked Attorney Rice if this was something he had looked into. Attorney Rice responded that these are standard and they do about a half dozen every year. The surveyor Carl Jackson of KLJ does the new plates and all the legwork. Then it is reviewed on his level, staff level and reviewed by the City Attorney.

*\*\* Councilperson Gardner moved to approve the Ordinance, read by title only and seconded by Councilperson Erlenbusch. On roll call vote, the motion passed by unanimous consent, 8-0. RESOLUTION NO 4049 Passed*

- B. RESOLUTION NO. 4050: A Resolution Approving An Agreement With Kadrmas, Lee & Jackson, Inc., For Task Order Services Related To The Custer County Miles City Flood Projection Project.**

*\*\* Councilperson Andrews moved to approve the Resolution, read by title only and seconded by Councilperson Huber. On roll call vote, the motion passed unanimous consent on a roll-call vote, 8-0. RESOLUTION NO 4050 Passed*

- C. RESOLUTION NO. 4051: A Resolution Approving An Engagement Letter With Jackson, Murdo & Grant, P.C., For Certain Legal Services Related To The Custer County Miles City Flood Projection Project**

*\*\* Councilperson Uden moved to approve the Resolution, read by title only and*

*seconded by Councilperson Kassner. On roll call vote, the motion **passed** by unanimous consent, 8-0. **RESOLUTION NO 4051 Passed***

**D. Approval of April Claims**

**\*\*** *Councilperson Andrews moved to approve the April claims, seconded by Councilperson Kassner and On roll call vote the motion was **passed** unanimous consent, 8-0.*

**ADJOURNMENT**

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

The meeting adjourned at 7:34 p.m.

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**Susanne Galbraith, Council Chair**

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**Ally Capps, Payroll & Claims Clerk**



## Finance Committee Meeting

May 4, 2017

The Finance Committee met Thursday, May 4, 2017 at 6:00 p.m. in the City Hall Conference room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rick Huber, Dwayne Andrews and Kathy Wilcox.

Also present were: Planner II Dawn Colton, Flood Plain Administrator Samantha Malenovsky and City Clerk/Recorder Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

**1. Request of Citizens:**

None

**2. Discussion and Recommendation on KLJ Contracts for Work Related to the Section 205 Flood Study and Continued Work on the Flood Control Project**

Administrator Malenovsky explained the contract is a general contract, and covers program management, government relations, structure inventory, drainage and hazardous waste active investigation. The work in kind tasks includes structure inventory, drainage and hazardous waste active investigation. Each task will be approved by Council.

*\*\* Committee Member Wilcox moved to recommend to Council to approve payment on KLJ contracts for work related to the section 205 flood study and continued work on the flood control project, seconded by Committee Member Huber. On roll call vote, it passed 4-0*

**3. Discussion and recommendation on Contract with Jackson, Murdo and Grant &, P.C. for Services Related to the Flood Control Project**

Administrator Malenovsky explained that Murdo's work had been all pro bono up to the present. The contract is \$15,000 for fiscal year 2017-2018. County's 30 percent applies to the contract. The City will need to approve another contract if needed in fiscal year 2018-2019.

*\*\* Committee Member Huber moved to recommend to Council to approve the contract with Jackson, Murdo and Grant & P.C. for services related to the flood control project, seconded by Committee Member Wilcox.*

Committee member Andrews wanted the word City **or** County staff to be changed to City **and** County staff.

*\*\* Committee Member Huber moved to amend his motion to change the word City **or** County staff to City **and** County, seconded by Committee Member Wilcox. On roll call vote, the motion and amendment passed 4-0*

#### 4. **Review and Discussion on Draft Leasing Agreements and Policies**

Planner Colton explained the changes:

- In first whereas, add “recreational areas” after industrial businesses.
- 1(a) First sentence should read “Provide and update an official map of lands available for lease, in the format set forth in Attachment A”
- 1(c) add “City Clerk’s office shall be responsible for billing notices and collection”
- 2(b) at the end of the paragraph add “Proof of Insurance shall be provided with payment”
- 2(c) cross out “new” before Industrial Site leases, add “resolution of” before the City Council, delete “during and subsequent to FY2016-2017” and “following”, and add “rates as established by City Council”. Delete the three tracts cost per square foot, it will be on a different resolution.
- 3- add “or requests for modification” after new leases
- 3(i) delete
- Attachment A, added to the updated procedures

*\*\* Committee Member Wilcox moved to recommend to Council to approve the revised leasing agreements and policies as presented, seconded by Committee Member Galbraith. On roll call vote, it passed 4-0*

#### 5. **Recommendation on Sending Water and Sewer Department’s 2017 Charge offs to Collection- \$490.80**

*\*\* Committee Member Andrews moved to recommend to Council to approve sending the water and sewer charge offs to collection, seconded by Committee Member Huber. On roll call vote, it passed 4-0*

#### 6. **Discuss and Schedule Budget Meeting Calendar**

After a short discussion it was decided to tentatively schedule the meeting as follows:

June 20<sup>th</sup>, 21<sup>st</sup> and July 6<sup>th</sup>

#### 7. **Adjournment**

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

The meeting was adjourned at 7:15 p.m.

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**Susanne Galbraith, Chairperson**

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**Lorrie Pearce Recorder/City Clerk**

## **Flood Control Committee** **May 4, 2017**

The **Flood Control Committee** met Thursday, May 4 2017, at 5:15 p.m. in the City Hall Conference Room. Present were Chairperson Jeff Erlenbusch, Committee Members; Ken Gardner, Rick Huber and Brant Kassner. Also present were Floodplain Administrator Samantha Malenovsky and Recorder Payroll/Claims Clerk Ally Capps.

### **1. Recommendation on KLJ contracts for services.**

Floodplain Administrator Malenovsky went through the draft Agreement of the master contract to engage KLJ to move forward with the task orders pursuant with the new agreement.

Explaining, these task orders as Description of Services that would be in the master contract. The summary included anticipated services KLJ would provide in FY 2018.

Pages 1-19 are of the proposed agreement between the owner and engineer for professional services. Page 20 and beyond, is the suggested form of task order with exhibits A - K, breaking down the phases of work. As these tasks are completed, they will come before the Flood Control Board.

The City will be required to carry insurance coverage as explained in Exhibit G section 2, By Owner, City of Miles City, it will need to cover; Worker's Compensation, Employees Liability, General Liability, Excess Umbrella Liability, Automobile Liability and / or Other.

Once the contract is signed, we can determine how fast these tasks are moved through; this will depend on how much the Council is willing to spend on the proposed task orders.

<u>Description of Services</u>	<u>Suggested FY18 Budget</u>
Program Management / On- Call Engineering	\$72,000
Government Relations/ Public Involvement	\$28,000
Structure Inventory	\$16,665
Interior Drainage	\$5,600
Hazardous, Toxic & Radioactive Waste Investigation	<u>\$33,500</u>
<b>Total Estimated FY18 Fees</b>	<b>\$156,465.00</b>

These task orders may span multiple fiscal years, as they will be ongoing with the Section 205 project. The total fee for each task order could be different then above; however, KLJ did not anticipate exceeding the above fees during July1, 2017 – June 30, 2018.

Committee Member Huber asked Floodplain Administrator Malenovsky; What if there are financial overages in completing work for these task orders. Is it easy to go over the projected rates if the project has unforeseen expenditures? Floodplain Administrator Malenovsky responded, KLJ is figuring the amounts a little higher and if we are getting close to the proposed

budgeted amounts, the Flood Control Board will be involved and kept apprised of any financial Extensions. If an extension is needed it will need the approval of the Flood Control Board and Council.

*\*\* Committee Member Ken Gardner made a motion on the Recommendation to Council for the contracts for service related to the Section 205 study and continued work on the Flood control project. Committee Member Kassner seconded the motion.*

*\*\* Motion passed unanimously 3-0*

**1. Recommendation to Council on the Jackson, Murdo & Grant, P.C contract for services related to the Flood control project.**

Floodplain Administrator Malenovsky went through the proposed engagement letter for the Flood control project ranging from early May 2017 to the end of FY 17, and not exceeding \$10,000.00, which will include an in person meeting in Miles City with the Committee and City or County staff, scheduled May 25, 2017 at 1:30pm. By the end of the 2016-2017 FY, Jackson, Murdo and Grant, P.C., anticipate providing the Committee an analysis and recommendation for the best option for a flood district formation and funding the City and County share of construction and maintenance costs. FY 2017-2018 anticipated charges are not to exceed \$15,000.00, which will include one on-site meeting with the Committee and City or County staff. The work anticipated by Jackson, Murdo & Grant, P.C., will be to coordinate with the Committee on the Section 205 USACE study and if necessary to complete USACE study requirements, the commencement of creation of the District.

Fees after June 30, 2018, will need to be negotiated.

Billing will be to the City of Miles City for 70% and Custer County will receive a bill for 30% as described in the Letter of Agreement between the City and County.

Committee Member Gardner asked Floodplain Administrator Malenovsky if they were going to help in setting up the SID and the parameters in setting up the district. Floodplain Administrator Malenovsky responded, Jackson, Murdo & Grant, P.C would help in forming the new Floodplain District, making sure all legalities are being met for the forming of the new district.

Chairperson Erlenbusch also responded with what he and the County Commissioners are discussing for the Flood District. It would encompass all of the city limits and out in the County. The Commissioners are being a bit reluctant to say what they foresee in the county for the Flood District.

Committee person Gardner stated he believed all those that are current water and sewer customers on City services currently should be included in the Floodplain district. The larger the Floodplain district the less financial burden per household for the new district.

Committee Member Huber asked for clarification for a better understanding of what Jackson, Murdo and Grant, P.C., would be doing for the funds contracted in FY016-17 and FY 17-18. Making sure that Jackson, Murdo & Grant, P.C., can come up with not just the legal issues of forming a district but also being able to communicate the benefits for the community of the Flood control district making it user friendly and understandable. Floodplain Administrator Samantha Malenovsky was going to be meeting with them later this month. Committee Member Huber would like to have a special council meeting called, so the Council is informed and able to answer questions from citizens with an understanding of the new Flood district.

*\*\* Committee Member Gardner recommends to the Council the Recommendation on the Jackson, Murdo & Grant, P.C. contract for services related to the Flood control project. Seconded by Committee Member Kassner, the motion carried unanimously. 3-0*

**2. Request of Citizens/Public Comment:**

-None.

**3. Committee Members Comments:**

-None.

**4. Adjournment**

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

There being no further business, the Committee adjourned at 5:45 p.m.

Respectfully Submitted,

Flood Control Committee Chairperson

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Ally Capps Recorder

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Jeff Erlenbusch Chairperson

**BID SHEET**

**MAINTENANCE DISTRICT #204 & 205**

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

**PROPOSAL BID**

<b>ITEM NO.</b>	<b>ESTIMATED QUANTITY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1.	1,200 TONS	MD #204 OVERLAY WITH 2" COMPACTED DEPTH OF ASPHALT (includes the small 3" patch job)	<u>\$100.00</u> PER TON	<u>\$120,000.00</u>
2.	1,000 TONS	MD #205 OVERLAY WITH 2" COMPACTED DEPTH OF ASPHALT	<u>\$100.00</u> PER TON	<u>\$100,000.00</u>
3.	0-400 TONS	COLD MIX ASPHALT PICK-UP WITHIN 15 MILE RADIUS	<u>\$85.00</u> <u>\$40.00</u> PER TON	<u>TBD</u>
4.	0-500 TONS	HOT MIX ASPHALT PICK-UP WITHIN 15 MILE RADIUS	<u>\$75.00</u> PER TON	<u>TBD</u>
5.	0-500 TONS	STREET LEVELING	<u>\$120.00</u> PER TON	<u>TBD</u>

**TOTAL BID: \$**

\$ 220,000.00 (Items 1+2)

Items 3, 4 & 5 to be determined

# New Business

## RESOLUTION NO. 4052

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO CONTRACT WITH DENNIS HIRSCH FOR BUILDING INSPECTION SERVICES FOR FISCAL YEAR 2017-2018.

*WHEREAS*, the City of Miles city desires to contract with Dennis Hirsch for building inspection services as permitted by §50-60-304(3) MCA;

*AND WHEREAS* the terms of the contract attached hereto as Exhibit "A" and made a part hereof are acceptable to the City of Miles City;

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

1. The Building Inspection/Code Services Contract between the City of Miles City, Montana and Dennis Hirsch, attached hereto as Exhibit "A", and made a part hereof, is hereby renewed, approved and adopted by this Council for a period from July 1, 2017 through June 30, 2018.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Building Inspection/Code Services Contract on behalf of the City of Miles City and bind the City of Miles City thereto; and

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 23<sup>rd</sup> DAY OF MAY, 2017.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk



EXHIBIT A

**CITY OF MILES CITY BUILDING  
INSPECTION/CODE ENFORCEMENT SERVICES  
CONTRACT**

This agreement entered into on this, 23<sup>rd</sup> day of May, 2017, and effective as of July 1, 2017, between the **CITY OF MILES CITY**, a municipal corporation of the State of Montana, hereby called the City, and **DENNIS HIRSCH** of 26 Sunset Drive, City of Miles City, County of Custer, State of Montana, herein called Inspector.

**SECTION ONE Contract for  
Inspection Services**

Pursuant to §50-60-304(3) MCA, City hereby contracts with Inspector for the performance of enforcement of its building codes, including the review and granting of building permits, building permit inspections, and enforcement of all rules and regulations for the construction, alteration, removal, demolition, and equipment used in the construction, location, and maintenance of buildings within the City of Miles city as prescribed by the Uniform Building Code, and other similar codes, including zoning ordinances, adopted by reference in Sections 5,15, 20 and 24 of the Miles City Code of Ordinances.

**SECTION TWO  
Compensation**

City shall pay Inspector for services rendered hereunder according to the following schedule:

- a) For all projects, in which a fee is collected, the Inspector shall receive sixty percent (60%) of the gross amount of the fee. For purposes of this subsection, "projects, in which a fee is collected" includes all activities incidental to applying for, determining, receiving, and securing a building permit, and specifically includes inspections, attendance at all board of appeals hearings, court proceedings, or any other meetings, pertaining to the ultimate issuance of a building permit. If a building permit is not ultimately issued, then such time is compensated under subsection (b) below.
- b) For all other projects the sum of \$18.00 per hour for work outside the scope of building permit issuance and inspections. Other projects include services required for acting as the code enforcement officer for the City of Miles City. In addition, when the Inspector is requested to act as code enforcement officer, he shall be reimbursed mileage at the rate provided for under §2-18-503 and 504 MCA. Inspector shall provide his own vehicle for travel and performance of his services hereunder.
- c) Inspector will make arrangements with the City to review all projects by no later than Wednesday of each week and agrees to accomplish the undertaking and completion of those projects within a reasonable time frame after receipt. In the event the Inspector is not available by Wednesday of each week, alternative arrangements for review of

EXHIBIT A

projects may be made through mutual agreement of the parties.

**SECTION THREE**  
**Non-Assignability; Personal**  
**Performance**

Both parties recognize that this contract is one for personal services and neither it, nor the duties of Inspector hereunder, may be transferred, assigned, delegated or subcontracted by Inspector without the prior written consent of the City. All services hereunder shall be personally performed by Inspector and not by any employee or agent of inspector.

**SECTION FOUR Monthly**  
**Reports and Claims**

Inspector will submit a written report concerning the status of building permits and other work projects, together with his monthly claim for services, prior to the first regular meeting of the City Council in each month.

For each construction of a new residential property, Inspector will fully complete and sign the Residential Construction Inspection check list, attached hereto as Exhibit "A" and made a part hereof. For each residential property remodel project, Inspector will complete and sign the Residential Construction Inspection check list (Exhibit "A") for all applicable components of the remodel. For each construction of a new commercial property, Inspector will fully complete and sign the Commercial Construction Field Inspection check list, attached hereto as Exhibit "B" and made a part hereof. For each commercial property remodel project, Inspector will complete and sign the Commercial Construction Field Inspection check list (Exhibit "B") for all applicable components of the remodel. A copy of each signed Residential Construction Inspection check List or Commercial Construction Field Inspection check list completed by the Inspector shall be delivered by the Inspector to the City's Director of Public Works, its Mayor, and to the owner of the project inspected.

**SECTION FIVE**  
**Independent**  
**Contractor**

For purpose of Montana Worker's Compensation Law, and all other purposes, it is understood that the Inspector is an independent contractor and is not the employee or agent of the city. Inspector shall not hold himself out as, nor represent himself to be, an employee or agent of the City.

## EXHIBIT A

As a condition precedent to any obligations of City under this Contract, Inspector shall obtain and file with the City an independent contractor certification from the Montana Department of Labor and Industry, in compliance with §39-71-417.

Inspector will perform services hereunder in compliance with all applicable Montana laws and regulations, but inspector will determine when and where to perform the work, the methods for performance of the work, the tools and equipment to use, and the order and sequence of work.

Inspector will provide his own tools, equipment, facilities and materials, and other costs of doing business for the performance of the work. City, at City's expense, will provide Inspector with building permit forms satisfactory to the City.

Inspector will pay his own Social Security and Medicare Taxes and all other necessary and reasonable expenses involved with the operation of his business. In the event the amount earned in a calendar year exceeds Six Hundred Dollars (\$600), the City will issue an IRS Form 1099. Inspector will provide the City Clerk with a completed and signed Form W-9 at the inception of this Contract.

### **SECTION SIX Qualifications**

Inspector represents and warrants that he has sufficient qualifications and all required licenses and certifications, if any, to legally serve in the capacity as a building inspector for the City under Title 50, Chapter 60, Part 3, MCA. The City will purchase and make available to inspector all code books and instructional materials required to perform the services hereunder Inspector shall pay all membership dues needed to maintain his certification by the international Conference of Building Officials.

### **SECTION SEVEN Duties**

In addition to services as Building Inspector, the Inspector will provide additional services as a code enforcement officer as set forth under the Miles City Code of Ordinances, other than under Chapter 15, Nuisances. The contractor represents and warrants that he has reviewed Chapters 5, 20 and 24 of the Code of Ordinances of the City of Miles City and he is able and qualified to serve in that capacity. Compensation for the position as code enforcement officer is set forth in Section Two, subsection (b) of this agreement.

### **SECTION EIGHT Termination and Renewal**

## EXHIBIT A

This agreement shall remain in effect from its effective date until June 30, 2017 and may be renewed under the same terms and conditions for additional consecutive one-year terms through June 30<sup>th</sup> of succeeding years upon mutual agreement of the parties. Provided, however, the Mayor of the City may terminate this contract, with advice and consent of the City Council upon thirty (30) days advance written notice to Inspector. In the cases of misconduct, malfeasance, or non-performance by the Inspector, this contract may be terminated by City, immediately, without prior notice.

### **SECTION NINE**

#### **Nondiscrimination; Compliance with Governmental Code of Fair Practices.**

Inspector shall comply fully with the Montana Governmental Code of Fair Practices (Title 49, Chapter 3 MCA) and, in the performance of this contract, all hirings by Inspector shall be on the basis of merit and qualifications and there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

### **SECTION TEN**

#### **Insurance and indemnity**

At all times during the terms of this Contract, Inspector shall maintain a policy or policies of insurance, insuring Inspector against general liability and errors or omissions, on an occurrence basis, in a sum of not less than Seven Hundred Fifty thousand Dollars (\$750,000.00) per claim and in aggregate, with the City of Miles City named in each policy of insurance as an additional insured. Each policy of insurance shall provide that it is primary coverage over any insurance coverage maintained by the City of Miles City. At the commencement of this contract, and upon reasonable request of the City thereafter, Inspector shall provide to the City Clerk conforming certificates of insurance, including any endorsements necessary to include the City as a named insured under such policy of insurance. Each such certificate shall provide that the insurer will provide to the City at least ten (10) days prior notice before terminating, non-renewing, or materially altering the provisions, coverage or limits of liability of such policy of insurance.

Inspector shall assume, indemnify, defend and hold the City harmless from any and all claims and damages arising out of Inspector's performance of services hereunder.

### **SECTION ELEVEN**

#### **Completeness of Agreement**

EXHIBIT A

This document contains all the terms and conditions of this agreement and any alteration or variations of the terms of this agreement shall be Void unless made in writing and signed by all the parties. There are no other understandings, representations or agreements, written or verbal, not incorporated herein.

**SECTION TWELVE**  
**Effective Date; Ratification by City**  
**Council**

This agreement shall become effective upon its signature by Inspector, Inspector's compliance with all conditions precedent hereunder, and ratification of this agreement by the City Council of the City of Miles City.

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John Hollowell  
Mayor of Miles City

Date:

ATTEST

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Dennis Hirsch, Inspector

Date:

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Lorrie Pearce  
City Clerk

RESOLUTION NO. 4053

A RESOLUTION PROVIDING FOR PROCEDURES TO MANAGE AND MONITOR  
LEASES OF PROPERTY OWNED BY THE CITY OF MILES CITY

*WHEREAS*, the City of Miles City owns various lands, facilities and improvements;

*AND WHEREAS*, the City desires to lease these lands, facilities and improvements for the benefit of the general community, to provide for appropriate areas for the location of industrial businesses, recreational areas, and similar entities, to manage special use properties, and to generate appropriate public revenues therefrom;

*AND WHEREAS*, the City Council of the City of Miles City desires to establish procedures to monitor and manage such various leases;

*AND WHEREAS*, the City of Miles City desires to establish a fair and consistent policy with which to administer the leasing of such lands, facilities and improvements;

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

1. **Lease Administrator.** The Mayor shall designate a lease administrator to administer the leasing of City owned property, including, but not limited to, the Industrial Site tracts. The lease administrator shall have the following responsibilities:
  - a. Provide and update an official map of lands available for lease, in the format set forth in Attachment A
  - b. develop and maintain a record of each leased property containing, at a minimum:
    - (1) an appropriately signed and acknowledged standard form of lease together with a copy of the resolution of the City Council approving such lease;
    - (2) a legal description of the leased parcel;
    - (3) a map of the leased parcel;
    - (4) proof of insurance in compliance with the lease;
    - (5) a listing of City services provided to the property;
    - (6) a brief description of the use for which the property was leased;
    - (7) the full name, address and telephone number of the current lessee;
    - (8) any approved assignments of the lease together with a copy of the resolution of the City Council approving such assignment;
    - (9) all correspondence associated with the parcel including all notices of lease violations;
    - (10) all inspection reports as to compliance with lease terms by lessee;
    - (11) an historical record of lease payments upon the parcel;
  - c. serve as the single point of contact for current leaseholders and for lessees desiring to lease City property;
    - (1) City Clerk's office shall be responsible for billing notices and collection
  - d. develop and present to the City Council an annual lease status report and recommendations as to changes in leases or lease policies;
  - e. conduct on-site inspections of leased tracts at least annually to verify compliance

with lease terms, use for stated lease purpose, occupancy and use by named lessee or approved assignee, condition of leased property, proof of complying insurance, and any environmental degradation; and

- f. such other and further duties and responsibilities as the Mayor or Council may assign from time to time.
2. **Lease Standards.** Leases granted by the City of Miles City shall comply with the following general standards, unless expressly authorized by action of the City Council:
- a. The term of the lease shall be for a period between one to five years. Renewable leases shall be permitted. Leases with terms greater than five years or with renewal options beyond five years shall include an inflation escalation clause increasing the annual rental by ten percent (10%) per five year term, assessed at five year intervals.
  - b. The termination dates for leases shall be set for June 30, to coincide with the City's fiscal year. The first year of a lease shall require prorated rentals through June 30 of the subsequent year, due upon commencement of the lease, and subsequent rentals shall be for annual periods from July 1 to June 30, payable in advance of July 1 of each year of the lease term. Proof of Insurance shall be provided with payment.
  - c. The minimum base rate for Industrial Site leases shall be established from time to time by resolution of the City Council. Industrial Site leases entered into shall utilize the minimal rental rate as established by City Council

Rates above these minimal rates may be charged based on the cost of city services or city owned improvements provided as part of the lease.

- d. Rates for leases of City owned property outside of the Industrial Site will be evaluated on a case by case basis.
- e. Lease may provide special considerations for lessee investment in tract cleanup, land surface improvements, or improvements to city service systems.
- f. Governmental entities, or nonprofit corporations that are determined to be of special benefit to the greater Miles City community, may receive more favorable lease terms or lease rental rates. Any nonprofit entity seeking such benefits shall file with the Lease Administrator a copy of its IRS tax exempt determination and any determination by the IRS that such entity qualifies as a charity.
- g. Leases shall prohibit assignment and subleasing unless prior written approval is obtained from the City Council.
- h. If a Lessee desires to eliminate or modify these standards and the Council is agreeable, then the rental provisions may be revised upward from the minimal base rates, or other provisions for rental adjustment may be included in the lease to assure that the City is receiving fair market value for the leasehold.
- i. Lessees who own substantial permanent physical improvements which have been constructed upon the leasehold with City permission, may be granted a preferential right to renew their lease, at a rate to be determined by the City, which

shall be not less than the minimum rental rate established by the City Council, as adjusted from time to time.

3. **Minimum Documentation for New Leases or requests for modification.** New applications to lease City property, or requests to modify improvements on existing leases, or requests to change the use of existing leases must submit documentation in support of the proposal.

All requests to modify improvements on existing leases must comply with applicable state and federal regulations, and local zoning and building codes.

All requests for change of use for existing leases must have Council approval.

Applications to lease City property or modify existing improvements must include, at minimum, the following documentation:

- a. Legal description of the property;
  - b. Brief description of the intended use or changes in existing use to the property;
  - c. Plot plan showing multiple uses, if any;
  - d. Scaled site plan showing:
    - (1) all existing and proposed improvements, both permanent and temporary;
    - (2) engineering plans for new improvements or modifications to existing improvements;
    - (3) existing and proposed utilities; and
    - (4) ~~site drainage.~~
  - e. Description of any extraordinary requirements for physical access, security, water, sanitary sewer, waste storage or disposal or other public utility or environmental need;
  - f. Listing of federal, state, and local permits required for construction or operation;
  - g. Proposals to amend boundaries of existing parcels must be surveyed at the applicant's expense;
  - h. Site preparation for new leases will be the responsibility of the applicant;
4. **Variation from Standards.** The above standards are intended as general guidelines for the Lease Administrator and potential lessees. Nothing herein shall preclude the approval by the City Council of a lease that varies from the above standards should the Council determine that such lease is in the best interests of the City.
  5. **Effective Date.** This Resolution shall become effective July 1, 2017.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED AS AMENDED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 23<sup>rd</sup> DAY OF MAY, 2017.**

Attest:

---

Mayor

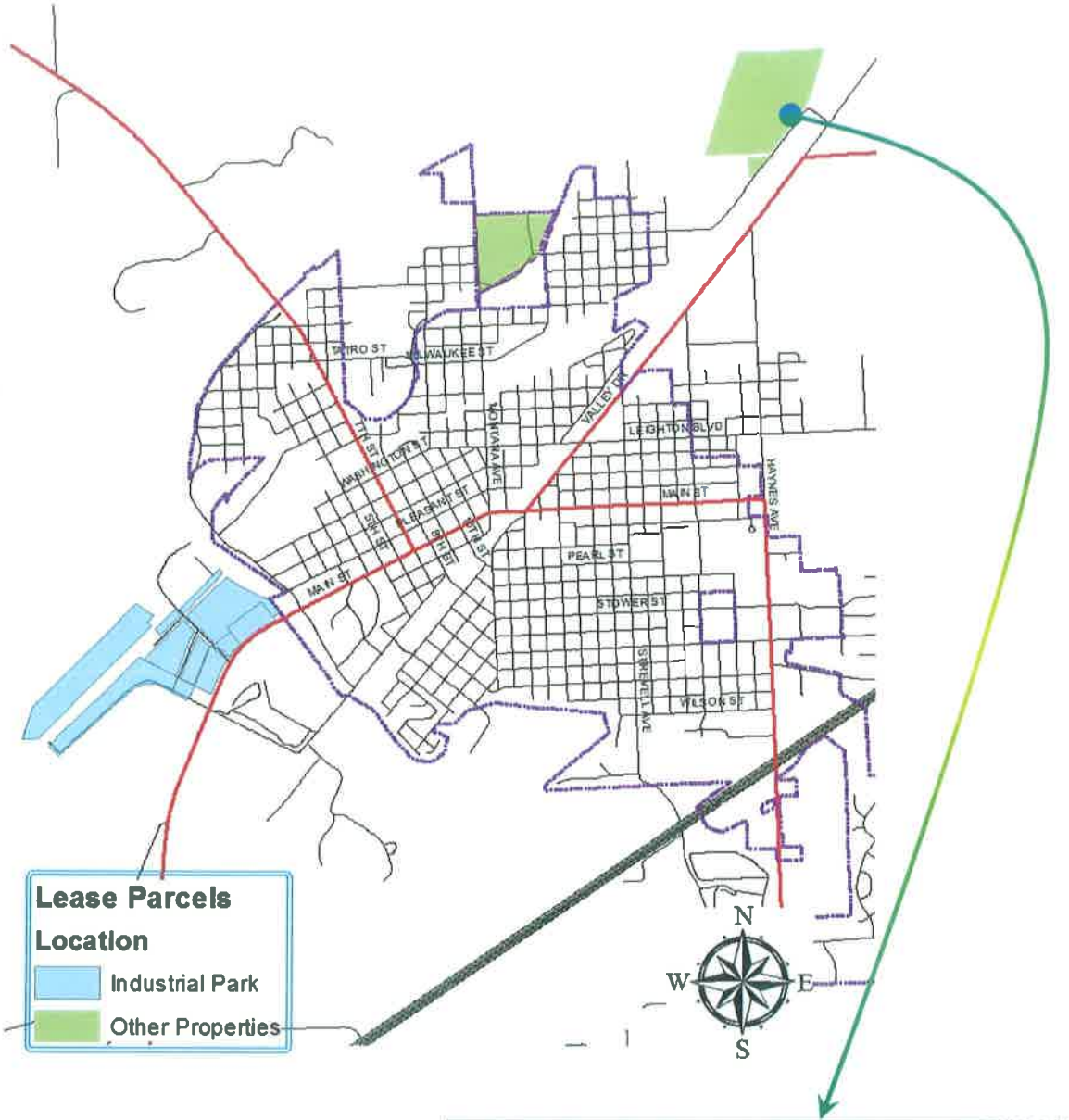
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City Clerk



# ATTACHMENT "A"

## CITY-OWNED LEASE PROPERTIES



**RESOLUTION NO. 4054**

**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 RSVP FUND NO. 2985-015-450330-220 AS THE RESULT OF UNANTICIPATED GRANT REVENUE.**

*WHEREAS*, the City of Miles City wishes to amend the budget for Fiscal Year 2016-2017 to reflect unanticipated grant revenue and appropriations to RSVP Fund No. 2985-015-450330-220;

*AND WHEREAS*, such amendment of the final budget will result in an overall increase in appropriation authority within such fund;

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

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

The appropriations for the Final Budget for Fiscal Year 2016-2017 for RSVP Fund No. 2985-015-450330-220 shall be increased in the following amount: \$4,458.21, along with Revenue Code 2985-362020 in the same 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 13<sup>th</sup> day of June, 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 §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 23<sup>RD</sup> DAY OF MAY, 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 13<sup>TH</sup> DAY OF JUNE, 2017.

\_\_\_\_\_  
JOHN HOLLOWELL, Mayor

ATTEST:

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

**Please send project funding requests to:**

Governor's Office of Community Service  
P.O. Box 200801  
Helena, MT 59620  
Or  
email [KMacIntyre@mt.gov](mailto:KMacIntyre@mt.gov)  
406-444-1718

All funding requests must be submitted by **Friday January 27, 2017**.  
Attach a current W9 for your organization with your request.

**Contact Information**

Name	Betty Vail
Position	Director
Organization	RSVP
Email	<a href="mailto:Rsvp05@midrivers.com">Rsvp05@midrivers.com</a>
Phone	406-234-0505/work 406-853-7670/cell
Mailing Address	210 S Winchester Ave. Suite 226; Miles City, MT 59301

**Project Information**

Project Name	Preparing Seniors for Emergencies
Primary Organizer	Betty Vail
Counties Served	Custer
Project Period (dd/mm/yyyy-dd/mm/yyyy)	02/15/2017-05/15/2017
Total Number of Senior Companions Involved	2 Senior Companions will be involved; along with RSVP volunteers
Total Number of Participating Homebound Seniors	100

<p><b>Project Description</b>  <i>Please describe your project with details about who the target audience is and what the end result will be (specifically include how your project serves those with disabilities and special needs).</i></p>	<p>City of Miles City RSVP is coordinating this project with the Custer County Council on Aging, and the Senior Companion Program/Sidney. Emergency preparedness kits will be delivered, along with Meals on Wheels, to MoW's clients in Miles City. They will also be offered to seniors eligible for Senior Commodities in Custer County. The kits will have:</p> <ul style="list-style-type: none"> <li>• 1 Ready America Emergency Kit, 2-person/3 days</li> <li>• Weather Radio</li> <li>• Brochures and flyers about emergency preparedness/Training</li> </ul>
<p><b>National Service Members Involved</b>  <i>Please describe how National Service (AmeriCorps, Senior Corps, Citizen Corps) members are involved with this project.</i></p>	<p>RSVP Volunteers organize and deliver the Emergency Kits to Meals on Wheels clients; and will host a distribution to those seniors receiving Commodities. Distribution will be held at the Senior Center and coordinated with Custer County Council on Aging and the AEMT Senior Companion Program. Custer County Council on Aging will provide coffee and treats at the event.</p>
<p><b>Requested Funding Amount</b></p>	<p>\$5,500</p>
<p><b>Amount Justification</b>  <i>Please describe how you will spend the funds requested or attach a detailed event budget.</i></p>	<p>100 Ready American Emergency Kits, 2-Person/3-days will be purchased at a cost of \$35.28 with no shipping; and 100 Weather Radios will be purchased at a cost of \$16.13 with no shipping. The total cost of \$51.41 has been rounded up to \$55 per kit in case of rising prices between now and the date the items can be ordered.</p> <p>In-Kind will be provided by the Custer County Council on Aging/Coordinator and the AEMT Senior Companion Program.</p>

Awards will be made based on funding availability.

Allowable Use of Funds

- Funds may be used to pay for supplies for Emergency Supply Kits, see Project Guidelines for details on allowable expenses.
- Funds may not be use to cover personnel costs, food, or travel.



<p>PERIOD OF AGREEMENT</p>	<p>This Memorandum of Understanding is between HRDC and City of Miles City RSVP. It is effective upon signing and shall remain in effect until termination by either party with 30 day written notice, or by end of National Council on Aging (NCOA) contract date of April 30, 2018.</p>
<p>PARTIES</p>	<ol style="list-style-type: none"> <li>1. Human Resource Development Council of District IX, Inc. (Hereinafter HRDC)</li> <li>2. City of Miles City RSVP</li> </ol>
<p>COMMON OBJECTIVE</p>	<p>HRDC and City of Miles City RSVP have as a common objective to: submit 1250 new SNAP applications on-behalf of eligible seniors 60 and older in Montana</p>
<p>DISTRIBUTION OF FUNCTIONS</p>	<p>In view of the common objective, HRDC and City of Miles City RSVP agree on the following distribution of functions in compliance with the NCOA contract and workplan requirements:</p> <p>City of Miles City RSVP will provide the following:</p> <ol style="list-style-type: none"> <li>1. Education and Outreach activities/events</li> <li>2. Screening seniors 60 and older for SNAP benefits</li> <li>3. Application assistance and submit 135 SNAP applications on behalf of eligible seniors</li> <li>4. Stories about seniors who benefit from newly acquired SNAP benefits</li> </ol> <p>HRDC will provide the following services:</p> <ol style="list-style-type: none"> <li>1. In person training and outreach event</li> <li>2. Ongoing support by phone and/or email</li> <li>3. Marketing and outreach ideas, reporting forms, material templates, and strategies</li> </ol>
<p>DISTRIBUTION OF FUNDS</p>	<p>HRDC will provide, upon signed receipt of this Memorandum, funding to City of Miles City RSVP in the amount of:</p> <ol style="list-style-type: none"> <li>1. \$310.72 per quarter for the grant cycle August 1, 2016 – April 30, 2018, not to exceed \$2175.00, with first payment by November 30, 2016;</li> </ol> <p>in accordance with the terms of this Memorandum of Understanding.</p>
<p>CONTRACT REQUIREMENTS</p>	<p>HRDC and City of Miles City RSVP will be required to provide services in accordance with the contract requirements outlined in Addendum A (NCOA contract).</p>
<p>COMMUNICATION</p>	<p>As needed phone meetings will be held between HRDC and City of Miles City RSVP staff to review implementation of this agreement and to assure receipt of data for monthly performance report filing.</p>
<p>REPORTING/ RECORDKEEPING</p>	<p>City of Miles City RSVP will maintain documentation and submit monthly reports by the 5th of each month: # of outreach events, # of individuals reached through outreach events, # of seniors screened for eligibility, and # of SNAP applications submitted for seniors. A minimum of 2 “success stories” submitted by end of grant cycle.</p> <p>HRDC shall be responsible to comply with the reporting requirements of the National Council on Aging contract.</p>



CONTACTS	<p>Agency contacts for purposes of upholding, amending, and implementing this Memorandum of Understanding shall be designated as follows:</p> <p>HRDC Senior Programs Margaret Mason 807 N. Tracy Avenue Bozeman, MT 59715 406.587.5444</p> <p>NCOA SNAP Partner City of Miles City RSVP Betty Vail 210 South Winchester Room 226 Miles City, MT 59301 406-234-0505</p>
CONFIDENTIALITY	<p>City of Miles City RSVP and HRDC each shall safeguard the use of and access to information regarding individuals or families, to which either agency is providing or arranging for service. City of Miles City RSVP and HRDC agree not to use or release any reports, data, or other information identifying applicants or persons, except with the approval of such applicant or person served and in accordance with the rules and regulations of NCOA and where applicable, federal laws and regulations. Such information shall be used only to assure proper administration, planning, coordination and monitoring of performance under this Agreement, and to permit the transfer of client records to another agency for the purpose of continuing services, with appropriate release from the client or the client's guardian, and for research purposes.</p>
PUBLICITY	<p>The parties mutually agree not to use the name of the other in publicity or non-service connections without permission.</p>
PROCEDURE FOR RESOLVING DISPUTES	<p>In the event of a dispute, difference of interpretation, or appeal of a decision regarding the terms and/or conditions of this agreement, settlement shall first be sought in the quarterly meeting between HRDC and City of Miles City RSVP. If settlement cannot be reached, the issue shall then be presented to the Board of Directors of the two agencies for joint resolution by them.</p>
AMENDMENT	<p>This Memorandum of Understanding may be amended on the initiative of either party by submitting a proposed amendment in writing to the other party and agreement of that party to the amendment.</p>

This agreement is hereby entered into on this 18 day of August, 2016

Margaret R Mason  
HRDC Representative Signature

Betty Vail  
City of Miles City RSVP Representative Signature

Margaret Mason, Sr. Programs Director  
Printed Name, Title

Betty Vail, RSVP Director  
Printed Name, Title

# RECORDS DESTRUCTION DOCUMENT (RM88)

NO. 2017-01

PAGE 1 OF 1 PAGES

**1. AGENCY NAME AND DIVISION/PROGRAM:**  
CITY OF MILES CITY  
FINANCE DEPARTMENT

**2. AGENCY CONTACT:**  
NAME: Becky Hart  
PHONE #: 406-874-8620 EMAIL: bhart@milescity-mt.org

**3. NOTICE OF INTENTION:** The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

- Delete     
  Incinerate     
  Shred as Classified     
  Toss without Restriction  
 Other: Explain RECYCLE

**4. SUBMITTED BY:** I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or **Offer to the State Historical Society Archives** has been fully justified, and that further retention is not required for any litigation pending or imminent. *Documentation attached from Historical Society.*

**SIGNATURE:**  
NAME AND TITLE: Becky Hart, General Office Clerk  
DATE:

## 5. LIST OF RECORD SERIES

**NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.**

a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
8	5 -page 12	Building Permits: Logs	1 year	6/2007-4/2016		
8	2 -page 58	Agendas	2 years	FY 2009-2014		
8	5 -page 16	Promissory Notes (b all other notes)	3y from payoff	2008		
8	3 -page 28	Contractor Bonds	4 years	2009-2012		
8	13 -page 62	Insurance Policies	5 years	2007-2010		
8	5 - page 59	Budget Working Papers	5y after FY	2007-2011		
8	3, 5 -page 17	Intergovernmental Contracts/Service Agency Agreements	8 years	2007-2009		
					TOTAL ~ 1 cubic foot	

**6. DISPOSAL AUTHORIZATION:** Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Manager  
Name: Lorrie Pearce, City Clerk Date:  
Signature:

**7. DISPOSAL CERTIFICATE:** The above listed records have been disposed of in the manner and on the date shown in column g.

Name and Title: Jase Kinsey, Customer Service/HEO  
Signature:

**2017-01**

**REQUEST RECORDS DISPOSAL FOR:**

**[NO RM60\* RECORDS DISPOSAL REQUEST FORM REQUIRED]**

*Record retention is 1 year:*

- Building Permit Reports: April 2016 – June 2007

*Record retention is 2 years:*

- Standing Committees Agendas to Press for calendar year 2012
- Standing Committees Agendas to Press for calendar year 2013
- Standing Committees Agendas to Press for calendar year 2014
- Safety Culture Committee Agendas 2009/2010, 2010/2011
- City Health Board & Swimming Pool Committee Agendas 2011/2012
- City Health Board & Historic Preservation Commission Agendas 2012/2013
- Historic Preservation Commission Agenda 8/2/2013

*Record retention is 3 years from date of payoff:*

- Stockman Bank loan documents dated 7/24/2008, paid off 7/6/2011

*Record retention is 4 years after expiration, termination, or cancellation:*

- Cross Five Construction LLC Excavator License and Permit Bond, expired 2012
- Denny's Electric & Motor Repair Inc Excavation Contractor License and Bond Permit, expired 2012
- Tom Stevenson / Stevenson Construction Excavation Bond, expired 2010
- Steve Price dba Steve Price Construction-Excavation Bond, expired 2012
- Warren Schiller dba Schiller Construction- Excavation Bond, expired 2011
- JKL Associates Inc Excavation Bond, expired 2011
- Paul Peterson dba Cornerstone Masonry & Concrete- Concrete Bond, expired 2010
- Scott Bledsoe dba A-1 Concrete Excavation Bond (61129730), expired 2012
- Scott Bledsoe dba A-1 Concrete Excavation Bond (15329907), expired 2010

*Record retention is 5 years after the fiscal year to which documents relate:*

- MC Airport Commission Liability Insurance Policy FY 09/10
- MC Airport Commission Liability Insurance Policy FY 08/09
- MC Airport Commission Liability Insurance Policy FY 07/08
- Budget Working Papers FY 2010/2011
- Budget Working Papers FY 2009/2010

*Record retention is 8 years after expiration, termination, or cancellation of the agreement:*

- Agreement w/ Montana Historic Preservation Office 2007-2008
- State of Montana Agreements (SHPO Historic Preservation funding) 4/1/09-3/31/10
- Ortivus Technical Support Agreement 2008, replaced 2011
- Ortivus Technical Support Agreement 2007
- Janitorial Service Agreement 2007
- Robert R. & Michel Herrington Fire Protection Agreement dated 3/12/2008, cancelled 11/2008