



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*September 22, 2020
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- | | |
|-------------------------------------|------------|
| A. Regular City Council Meeting | 09/11/2020 |
| B. Human Resource Committee Meeting | 09/03/2020 |
| C. Flood Control Meeting | 09/14/2020 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

Miles Community Improvement (MCI₂)- Update on Splashpad

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- A. **RESOLUTION NO. 4368- A Resolution Authorizing the City of Miles City to Enter Into an "Agreement to Sell and Purchase" Certain Real Property Owned by the City of Miles City**
- B. **RESOLUTION NO. 4369- A Resolution Assigning a Revocable License from Bert Boughton and Byron Boughton to Bar 9 Group LLC for an Encroachment Upon City of Miles City Property, for the Benefit of Tract 4A of the Industrial Sites, West of Miles City**
- C. **RESOLUTION NO. 4370- A Resolution Authorizing the City of Miles City to Enter Into a Letter of Agreement for Architectural Services With SDI Architects + Design for Developing Design Documents for Assessing Options for Relocating the Miles City Police Department**
- D. **RESOLUTION NO. 4371- A Resolution Approving "Amendment Number one (1)**

**Additional Services for Preliminary Work on Intake In-River Structure”
Amendment to Short Form Agreement Between Owner and Engineer for
Professional Services Underwater Discovery**

- E. **RESOLUTION NO. 4372- A Resolution Approving “Short Form of Agreement Between owner and Engineer for Professional Services” With Interstate Engineering Related to the City of Miles City North 7th Street Water Main Rehabilitation Project**
- F. **RESOLUTION NO. 4373- A Resolution Establishing Wages and Salaries for City Employees for Fiscal year 2020-2021**
- G. **ORDINANCE NO. 1343- (*First Reading*) An Ordinance Revising Limited Parking Zone Locations in the City of Miles City, Montana**
- H. **Approval on Sending \$3,050.07 to Collections for Overdue Payments in Water**
- I. **Approval on Supporting the Lower Yellowstone Development Project**

13. 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

Minutes

REGULAR COUNCIL MEETING September 8, 2020
6:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, September 8, 2020, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Council President Kathy Wilcox called the meeting to order. Council Members present were Dwayne Andrews, Ken Gardner, Rick Huber, Austin Lott, and Curtis Reese. Mayor John Hollowell and Councilperson Brant Kassner were excused.

Also present were City Attorney Dan Rice, Public Utilities Director Tom Speelmon, Police Chief Doug Colombik, Fire Chief Branden Stevens, Planner in Training Ally Capps, and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Council President Wilcox led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

Finance Committee Minutes: 08/04/2020

** *Councilperson Lott moved to approve the minutes of the Finance Committee Meeting of August 4, 2020, and seconded by Councilperson Huber. The motion passed by unanimous consent, 6-0*

City Council Minutes: 8/11/2020

** *Councilperson Gardner moved to approve the minutes of the Regular Council Meeting of August 11, 2020, and seconded by Councilperson Reese. The motion passed by unanimous consent, 6-0*

City Council Minutes: 8/25/2020

** *Councilperson Lott moved to approve the minutes of the Regular Council Meeting of August 25, 2020, and seconded by Councilperson Huber. The motion passed by unanimous consent, 6-0*

Public Service Committee Minutes: 9/2/2020

** *Councilperson Andrews moved to approve the minutes of the Public Service Committee Meeting of September 2, 2020, and seconded by Councilperson Gardner. The motion passed by unanimous consent, 6-0*

SCHEDULE MEETINGS

The following meetings will be held in the City Hall Conference Room:
Flood Committee Monday September 14th @ 6 p.m.
Human Resource Committee Thursday September 17th @ 4:15 p.m.

REQUEST OF CITIZENS & PUBLIC COMMENT

Christine Whitlatch from the Governors office (per phone call) updated the Council on the Yellowstone project. The following were items discussed:

- The project is to make better access to the lower Yellowstone River from Hysham to Sidney
- The project will identify three items, 1. Access site, 2. No access, and 3. Develop trails so there is no impact to land
- Asked Council if it would be a partner to the project. There is no cost to the City. Since it was not on the agenda, it will be added to the next Council meeting
- Fish, Wildlife and Parks would maintain the access site in the beginning
- Improvements such as trails, access, camping, toilets and potable water will be investigated. The hope is that all Cities and Counties will work collectively to apply for grants that are needed for the project to succeed
- There has been some discussion on improving the 7th Street access, but nothing has been decided
- The project is in its early stage and nothing has been discussed or decided on the dike concerning closure of the trails or a different access for the residents living on or by the dike

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Lorrie Pearce- Approval for letter of support on the food bank moving to different location

Lorrie Pearce explained that Representative Bob Parker from the Food bank had requested her to ask Council to sign a letter of support. The approval is to support the Food bank in receiving a grant for their move to a different location.

The approval was unanimously approved 6-0

Doug Colombik- Announced he was notified by a Veterans Administration representative and was told that the VA will be leaving during the second quarter of 2021. He felt that it would be at least a couple more months before anything is decided between the County and VA. Since the Food Bank is leasing a building that the City was interested in, he felt the City needed to keep moving forward with options of buildings.

Ally Capps- The City has received approximately \$4,800 from a grant that will be split with the county. The grant was from May to December for purchasing personal protection equipment on Covid-19.

CITY COUNCIL COMMENTS

Kathy Wilcox- Asked for an update on buildings that the City is looking into purchasing for the Police department. She said she did not feel safe waiting on the decision from the VA and would like to see a contract from the VA stating that they would not kick the department out of the building. Attorney Rice said that the Mayor had sent him an agreement with Branden Janshen to inspect the buildings that the City is looking at. Councilperson Andrews thought it would be the Police's decision as to what will work for them.

Rick Huber- Asked Chief Colombik where he is at on the license plates issue. Chief Colombik stated that it is on his to do list, but not on his priority list. Councilperson Huber was wondering if the "Gainful Employment" Ordinance could be posted in the Star, Facebook and other social media. Chief Colombik thought that when the School Officer was at the schools, he could make note of out of State licenses and the department would take it from there.

Dwayne Andrews- Gave kudos to the Police, Fire and Dispatch departments for all they do.

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

Councilperson Wilcox invited the Finance Committee and Directors to the Human Resource meeting scheduled September 17th. She said they will be discussing a new wage matrix and would like feedback on the issue.

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. **RESOLUTION NO. 4367- A Resolution Granting a Revocable License to Otium Brewing LLC for an Encroachment Upon City of Miles City Right of way for Bridge Street and South 9th Street, for the Benefit of the South 42' of Lots 8-10 in Block 61 of the Original Townsite to the City of Miles City**

** *Councilperson Lott moved to approve the Resolution, read by title only and seconded by Councilperson Gardner.*

Councilperson Huber asked if Montana Department of Transportation needed to approve the encroachment since it is on a truck route. Attorney Rice tried to call Director Gray and Administrator Malenovsky with no success.

** *Councilperson Lott amended his motion to add "subject to approval from MDT as verified by the Engineering Department", seconded by Councilperson Andrews. The amended motion **passed** by roll call vote, 6-0 Resolution No. 4367 passed.*

- B. Approval of August Claims

** Councilperson Lott moved to approve the August claims, seconded by Councilperson Huber. The motion passed unanimously

ADJOURNMENT

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

The meeting was adjourned at 6:54 p.m.

Kathy Wilcox, Council President

Lorrie Pearce, City Clerk

Human Resources Committee
September 3, 2020

The **Human Resources Committee** met Thursday, September 3, 2020, at 4:25 p.m. in the City Hall Conference Room. Present were Committee Members Kathy Wilcox, Dwayne Andrews, and Rick Huber. Excused was R. Curtis Reese. Also present were: PW Director Scott Gray, PU Director Tom Speelmon, City Clerk Lorrie Pearce, City Planner/UR/HP Officer Ally Capps, Police Chief Doug Colombik, Library Director Sonja Woods and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Requests of Citizens

None

2. Committee Member Comments

None

3. Consider/Recommend FY 20-21 Wage Increase Requests:

Four requests for wage increases were submitted this year including, Flood Plain Administrator/Assistant Public Works and Utilities/Auto Cad Samantha Malenovsky, City Clerk Lorrie Pearce, Police Chief Doug Colombik and Public Works Director Scott Gray. The committee has reviewed the request by Administrator Malenovsky and it has been referred to the Finance Committee. The other three remain to be considered by the Human Resources Committee. Committee Member Huber thought this was a tough subject with not a lot of money in the General Fund. Committee Member Andrews commented the General Fund is on the edge of being broke, are the wage increase requests legitimate. The Chief had done a wage study, but there was no information on the market of the other positions he did not think this was a good way to run the City. Chairperson Wilcox commented that the increase would be based off the 2017 Wage Survey. She did not believe performance was an issue, but there is a financial issue. The current wage increase policy was reviewed and it was determined some changes possibly were required. There was discussion on the implementation of the current wage policy and it was determined that a current performance evaluation was required prior to proceeding.

***Committee Member Andrews moved to postpone for two weeks in order to obtain current performance appraisals, seconded by Committee Member Huber. On roll call vote, the motion passed unanimously, 3-0.*

4. Other

The committee discussed reviewing the administrative wage matrix that had been developed a while ago and reviewing the current wage increase policy. This topic will be placed on an agenda.

5. Next Meeting: September 17 at 4:15 p.m.

6. Adjournment

***Committee Member Wilcox moved to adjourn, seconded by Committee Member Andrews. The motion passed unanimously 3-0.*

The meeting was adjourned at 5:05 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Flood Control Committee
September 14, 2020

The Flood Control Committee met Monday, September 14th, 2020, at 6:00 p.m. in the City Hall Conference Room. Those present were Chairperson Ken Gardner, Committee Members Brant Kassner and Austin Lott.

Also present were: Floodplain Administrator Samantha Malenovsky, Mayor John Hollowell, and Deputy City Clerk/Minute Recorder Mary Rowe.

1. Request of Citizens/Public Comment:

Mayor Hollowell wanted to clarify the purpose of this meeting is mainly for an update on the events that have occurred at the 1415 N 6th Street property. He requested that committee members refrain from discussing personal opinions on the options.

2. Committee Members Comments:

-None-

3. Discussion on property at 1415 N. 6th Street, Miles City, MT to proceed with mitigation or taking judicial action to have structure removed

- Administrator Malenovsky explained that the title is semi-misleading as it is more of a refresher discussion as to what has already occurred and what needs to be determined at the next City Council meeting on September 22nd. She explained that the Federal Emergency Management Agency (FEMA) has been working very well with us and given the City of Miles City plenty of leeway on this matter, and has now set a specific deadline for our decision. She ran through a list of events that have occurred thus far.
 - April 10th, 2019 – Variance application for an addition to the shop on the property was received.
 - April 28th, 2019 – Variance application went in front of Council and was denied.
 - June 26th, 2019 – The property owner poured a slab of concrete on the property.
 - June 28th, 2019 – A floodplain violation was sent to the property owner.
 - November 14th, 2019 – The structure had begun to be built, so a stop work order was given to property owner by Officer Sloan.
 - January 17th, 2020 – FEMA sent a letter stating the ramifications to the community of a non-compliant building.
 - February 4th, 2020 – Flood Control Committee moved to recommend proceeding with the 1316 to Council.
 - February 11th, 2020 – Option to proceed with the 1316 was approved by Council, with the option of encroachment analysis compliance and/or the second option of civil action. Council members also voiced concern about who would be responsible for the cost of either action.
 - March 24th, 2020 – A second non-compliance letter was sent to property owner by certified mail, with insurance ramifications.

- April 29th, 2020 – FEMA sent a 1316 violation letter to Administrator Malenovsky, Mayor Hollowell, and the property owner stating that due to non-compliance structure, property has lost discounted insurance rate and will not be able to get it back in the future.
- August 31st, 2020 – City Attorney Rice emailed property owner’s Attorney Chris Gray, copying Deputy City Attorney Carr, Mayor Hollowell, and Director Gray stating that in terms of a resolution an engineering review, and a mitigation plan approved by FEMA at Mr. Eckart’s expense; mitigation identified and set a plan if required at Mr. Eckart’s expense; building permit, occupancy permit, and flood permit review and approval; and divergent agreement pertaining to City Court charges must be met.
- September 2020 – She spoke with Thomas Birney, National Flood Specialist for FEMA, and he stated that an action plan must be decided on by October 1st, 2020 or the decision would fall on the community as a whole.

Administrator Malenovsky will ask FEMA for a two-week deadline extension so Council will have a chance to go over the active negotiations and create a corrective action plan based on the additional information and present their final decision at the City Council meeting on October 13th, 2020.

- Mayor Hollowell believes that a decision as to what the City is going to do is what FEMA needs. We need an organized plan and the ability to act on the repercussions if the requirements are not met by the property owner.
- Committee member Kassner expressed concern about the deadline and requested that a Special Council meeting be scheduled to further discuss the City’s action plan details.
- A brief discussion unanimously concluded that the committee cannot make an informed decision without knowing of the possible mitigations that have taken place or any ramifications of judicial action going forward. They do not want to push FEMA anymore than they already have and agree that a Special Council meeting should take place before September 30th, 2020.

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

There being no further business, the Committee adjourned at 6:24 p.m.

Respectfully Submitted,

Ken Gardner, Chairperson

Mary Rowe, Deputy City Clerk

New Business

RESOLUTION NO. 4368

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN "AGREEMENT TO SELL AND PURCHASE" CERTAIN REAL PROPERTY OWNED BY THE CITY OF MILES CITY.

WHEREAS, the City of Miles City is the owner of certain real property located within Custer County, Montana, to wit:

TOWNSHIP 8 NORTH, RANGE 47 EAST, P.M.M.

A parcel of land being a portion of the southwest quarter, Section 29, Township 8 North, Range 47 East, P.M.M., Custer County, Montana, with the outer perimeter more particularly described as follows:

Beginning at the south quarter corner of said Section 29, said point being the POINT OF BEGINNING; thence South 89 degrees, 55'37" West, a distance of 250.7 feet; thence North 23 degrees 59'09" East, a distance of 616.4 feet; thence South 00 degrees 01'08" East, a distance of 562.8 feet to the POINT OF BEGINNING. Containing 1.62 acres, more or less;

AND WHEREAS said real property is used and controlled by the Miles City Airport as part of Frank Wiley Field, but has been leased to Ben Holmen for a number of years, as said property is not in actual use by the airport;

AND WHEREAS the Miles City Airport Commission desires to sell said property to Ben Holmen, and Ben Holmen desires to purchase the same, with the proceeds of such sale to be deposited with the Miles City Airport Commission;

AND WHEREAS Ben Holmen has made substantial improvements to the property during the tenure of his leasehold, with approval of both the City and the Miles City Airport Commission, and as such may purchase said property for fair market value without going to bid, pursuant to City of Miles City Resolution #4100;

AND WHEREAS as the property value is less than \$25,000, fair market value may be determined by a real estate broker's opinion of value;

AND WHEREAS, the City has obtained opinions of value from four different real estate brokers, and has determined based on said opinions that the fair market value of said property for purposes of sale is Five Thousand Dollars (\$5,000.00);

AND WHEREAS the terms and conditions of purchase, including certain restrictions to be placed upon said property to ensure that the same will not interfere in airport operations, have been reduced to writing by the City Attorney in a certain "Agreement to Sell and Purchase" attached hereto as Exhibit "A," and the City Council finds it in the best interests of the City to enter into the same;

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

1. The "Agreement to Sell and Purchase" 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 Agreement on behalf of the City of Miles City and bind the City of Miles City thereto, and to execute any subsequent documents necessary in order to close said transaction.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A TWO-THIRDS VOTE OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 22ND day of SEPTEMBER, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit "A"

AGREEMENT TO SELL AND PURCHASE

THIS AGREEMENT TO SELL AND PURCHASE made and entered into this _____ day of _____, 2020, by and between **THE CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. 8th Street, Miles City, Montana 59301, hereinafter referred to as "SELLER", and **BEN HOLMEN**, of _____, Miles City, Montana 59301, hereinafter collectively referred to as "PURCHASER".

W I T N E S S E T H:

WHEREAS, SELLER is the owner of certain real property located in Custer County, Montana and desires to sell the same to PURCHASER;

WHEREAS, PURCHASER desires to purchase the aforementioned real property from SELLER;

WHEREAS, the parties hereto desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DESCRIPTION OF REAL PROPERTY SOLD. SELLER agrees to sell to PURCHASER and PURCHASER agrees to purchase from SELLER, upon the terms and conditions hereinafter set forth, the following described real property, hereinafter "Property," located in Custer County, Montana and described as follows:

TOWNSHIP 8 NORTH, RANGE 47 EAST, P.M.M.

A parcel of land being a portion of the southwest quarter, Section 29, Township 8 North, Range 47 East, P.M.M., Custer County, Montana, with the outer perimeter more particularly described as follows:

Beginning at the south quarter corner of said Section 29, said point being the POINT OF BEGINNING; thence South 89 degrees, 55'37" West, a distance of 250.7 feet; thence North 23 degrees 59'09" East, a distance of 616.4 feet; thence South 00 degrees 01'08" East, a distance of 562.8 feet to the POINT OF BEGINNING. Containing 1.62 acres, more or less.

EXCEPTING AND RESERVING to SELLER, its successors and assigns, all right, title and interest now owned by SELLER in and to all oil, gas, coal and other minerals in and under said lands, together with the right of ingress and egress to the real estate for purpose of exploring, developing and producing said minerals.

SUBJECT TO: The right of Seller to cause any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace, or landing at, or taking off from, or operation at Frank Wiley Field airport; The right of Seller to prohibit the erection or structures or growth of natural objects that would constitute an obstruction of air navigation to and from the said airport The right of Seller to prohibit any activity on the purchased lands that would interfere with or be a hazard to the flight of aircraft over the land or to and from said airport or that interferes with air navigation and communication facilities serving the said airport; The right of Seller to impose necessary height limitations and land-use restrictions in accordance with current and future FAA criteria as applied to the said airport.

2. PURCHASE PRICE. PURCHASER agrees to pay a purchase price of FIVE THOUSAND DOLLARS (\$5,000.00), due and payable at closing.

3. APPRAISAL AND INSPECTION CONTINGENCIES. This agreement shall not be contingent on appraisal or any other contingency.

4. CLOSING. PURCHASER has selected Security Abstract & Title Co. to act as the closing agent for this transaction. Closing shall occur at the offices of said title company in Miles City, Montana, no later than December 31, 2020. *The closing agent's fees shall be paid by*

PURCHASER.

5. POSSESSION. SELLER shall deliver possession of the Property upon closing.

6. DELIVERY OF DEED. At time of closing and contemporaneously with receiving the final payment hereunder, SELLER will execute and deliver to PURCHASER a good and sufficient warranty deed conveying marketable title to the Property. *SELLER shall direct the City Attorney to draft said warranty deed and an accompanying realty transfer certificate at the City's expense.* PURCHASER directs that said deed shall vest title in the name of the PURCHASER.

7. PRORATION OF TAXES. PURCHASER shall be responsible for all taxes and assessments which become due following final closing.

8. SELLERS' REPRESENTATIONS AND WARRANTIES. SELLER represents and warrants to PURCHASER, which representations and warranties shall be true as of the closing date, as follows:

- (a) SELLER has full power and authority, and has been authorized by the City Council of Miles City, Montana, to enter into this contract and to carry out the transactions contemplated by this contract.
- (b) All mortgages, judgments, and liens shall be paid or satisfied by the SELLER. SELLER agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary title insurance commitment approved by PURCHASER.

The foregoing representations, warranties and covenants shall survive closing and shall not be deemed merged in any other contract, document or instrument. There are no other representations, warranties express or implied, except as set forth herein.

9. RESERVATIONS AND EXCEPTIONS. Except as herein provided, any

conveyance hereunder shall also be subject to:

- a) All recorded and visible easements and rights of way;
- b) Mineral and royalty reservations or conveyances of record;
- c) Reservations and exceptions in patents and other conveyances of record;
- d) Any unpaid installment and unmatured installment and interest thereon, for any special improvements or purposes of a like nature, from and after January 1, 2020;
- e) General real estate taxes from and after January 1, 2020;
- f) All building, use, zoning, sanitary and environmental restrictions, if any;
- g) Federal, state and local laws and regulations affecting this property, including zoning and land use regulations;
- h) Questions of boundary or fence lines dependent upon actual survey for determination;
- i) Adjudications, re-adjudications or determinations in accordance with Montana law regarding any water rights appurtenant to the property which are currently before the Montana Water Courts or may be brought before the Montana Water Courts at some future time.

10. DEFAULT. This Agreement shall be enforceable by either party by means of the remedy of specific performance.

11. PURCHASER'S INVESTIGATION. PURCHASER acknowledges that PURCHASER has made a full and complete investigation and inspection of the Property, and is, or will be at closing, thoroughly acquainted with its condition and status. PURCHASER acknowledges that neither SELLER nor anyone acting, or purporting to act, on behalf of SELLER has made any representation with respect to the Property, including but not limited to physical condition, boundaries, encroachments, the state of repair or maintenance of the Property, or any other matter concerning the Property. PURCHASER acknowledges that any information or documentation provided by SELLER with respect to ownership of the Property, or matters pertaining to any of the Property is not warranted by SELLER to be complete or accurate.

PURCHASER SPECIFICALLY UNDERSTANDS THAT THE PROPERTY IS BEING SOLD “AS IS”, EXCEPT AS PROVIDED HEREIN, AND AGREES TO ACCEPT THE PROPERTY “AS IS”, EXCEPT AS PROVIDED HEREIN, AND IN ITS PRESENT CONDITION AND STATE OF REPAIR, AND ACKNOWLEDGES THAT SELLER IS MAKING NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, EXCEPT THE WARRANTIES OF TITLE AS HEREINBEFORE SET FORTH. The provisions of this paragraph shall survive Closing or termination of this Agreement.

12. LEGAL COSTS AND EXPENSES. In the event legal or equitable action is taken to enforce any provision of this Sale and Purchase Agreement, the prevailing party is to be awarded their court costs and reasonable attorneys' fees, all as determined by the appropriate court.

13. RISK OF LOSS UNTIL POSSESSION. SELLER agrees to keep said property in at least the condition as the same existed on the date of the full signing of this Agreement. The risk of loss or damage from any cause shall be in SELLER until possession is delivered to PURCHASER. In the event of minor damage, SELLER shall restore the premises to the condition they were in at the time of sale, and this Agreement shall remain in full force and effect.

14. GOVERNING LAW. This contract shall be governed by and construed in accordance with the laws of Montana. The parties agree to confer jurisdiction and venue for any actions with the District Court of the Sixteenth Judicial District of the State of Montana in and for the County of CUSTER.

15. NOTICE. All notices hereunder may be given by registered or certified mail, or by personal service thereof, and the time shall commence to run on the date of mailing, if mailed, or the date of service, if served. Until written notice is given of change of address, any notice to any of the parties may be given as hereinbefore provided to the parties at the addresses stated above. Notice shall be deemed complete when deposited in the United States Post Office.

Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice. Any change of address must be by notice pursuant to this paragraph.

16. PURCHASER'S AND SELLER'S CERTIFICATION. By entering into this Agreement, each person or persons executing this Agreement, as PURCHASER or SELLER represent that they have the legal capacity and authority to own or transfer real property in the State of Montana.

17. ENTIRE AGREEMENT - MERGER OF PREVIOUS UNDERSTANDING. This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transaction contemplated herein, and all prior or contemporaneous negotiations, communications, conversations, understandings and agreements had between the parties hereto, oral or written, are merged in this Agreement.

18. TITLE INSURANCE. SELLER agrees to furnish a standard Purchaser's Title Insurance Policy with standard printed exceptions, in a sum equal to the purchase price, disclosing merchantable title to said lands as of the date of this contract, except as may be herein otherwise provided. *Said title insurance premium shall be paid by PURCHASER.*

19. ADDITIONAL COSTS. PURCHASER shall be responsible for any costs

associated with PURCHASER'S financing, to include lender's title premiums, inspections, appraisals, and any costs not directly attributed to SELLER herein.

20. PARAGRAPH HEADINGS. The paragraph headings herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

21. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. As used herein "counterparts" shall include full copies of this Agreement signed and delivered by facsimile transmission as well as photocopies of such facsimile transmission.

22. TIME AND BINDING EFFECT. It is mutually agreed that the time of payment shall be an essential part of this contract and that all of the terms and conditions herein contained shall extend to and be obligatory upon the heirs, executors, administrators, personal representatives and assigns of the respective parties hereto.

23. PREPARATION BY SELLER'S ATTORNEY. This Agreement has been drafted by the City Attorney of the City of Miles City, Montana, and on behalf of the SELLER. PURCHASER acknowledges that they have had the opportunity to seek independent legal advice with regards to this Agreement, and has either done so, or chosen not to do so, and waives any conflict of interest.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MILES CITY

By: JOHN HOLLOWELL, Mayor

PURCHASER

ATTEST:

LORRIE PEARCE, City Clerk

Return To:
City of Miles City, Montana
P.O. Box 910
Miles City, MT 59301

RESOLUTION NO. 4369

A RESOLUTION ASSIGNING A REVOCABLE LICENSE FROM BERT BOUGHTON AND BYRON BOUGHTON TO BAR 9 GROUP LLC FOR AN ENCROACHMENT UPON CITY OF MILES CITY PROPERTY, FOR THE BENEFIT OF TRACT 4A OF THE INDUSTRIAL SITES, WEST OF MILES CITY.

WHEREAS, BERT BOUGHTON and BRYON BOUGHTON were previously granted a revocable license for an encroachment upon certain real property owned by the City of Miles City, which is depicted as a platted street but not fully developed, upon which a pole barn owned by the applicants is located, said pole barn being used in connection with other buildings located on applicants' adjacent property, described as:

Tract 4A of the Industrial Sites located west of the City of Miles City, Custer County, Montana as depicted in Certificate of Survey No. 91209, in Envelope 284-B, on file in the office of the Clerk and Recorder of Custer County, Montana.

AND WHEREAS, said license was granted by Resolution No. 4126, and subsequently recorded as Document No. 169780;

AND WHEREAS, BERT BOUGHTON is now deceased, and BYRON BOUGHTON has applied to have said license assigned from himself, to his company, identified as BAR 9 GROUP LLC;

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

It does hereby assign to BAR 9 GROUP LLC, a Montana limited liability company, the previously granted revocable license recorded with the Clerk and Recorder in and for Custer County, Montana, as Document No. 169780, to maintain a certain pole barn which is approximately 54 feet by 32 feet in size, with said license granting the use of a parcel of land approximately 75 feet by 35 feet, as set forth in the attached Exhibit "A", and subject to the following terms and conditions:

1. Licensee shall continue to pay to the City of Miles City the sum of four hundred fifty and 00/100 dollars (\$450) per year, due and payable on the 1st day of July of each year.
2. In the event the pole barn located upon this license is destroyed or removed, this license shall terminate, and licensee shall, at licensee's expense, restore the location to compacted, level grade within ninety (90) days.
3. This license shall terminate and licensee shall, at licensee's expense, restore the location to compacted, level grade, upon ninety (90) days advanced written notice to licensee by the City of Miles City.
4. Licensee agrees, by accepting the terms of the license granted herein, that licensee shall indemnify, defend and hold the City of Miles City harmless from any and all claims arising out of licensee's use or maintenance of the licensed area.
5. This license shall be recorded with the Clerk and Recorder for Custer County, Montana, and shall run with the above described real property, subject to the terms, conditions and right to terminate provided herein.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,
MONTANA, THIS 22ND DAY OF SEPTEMBER, 2020.**

John Hollowell, Mayor

ATTEST:

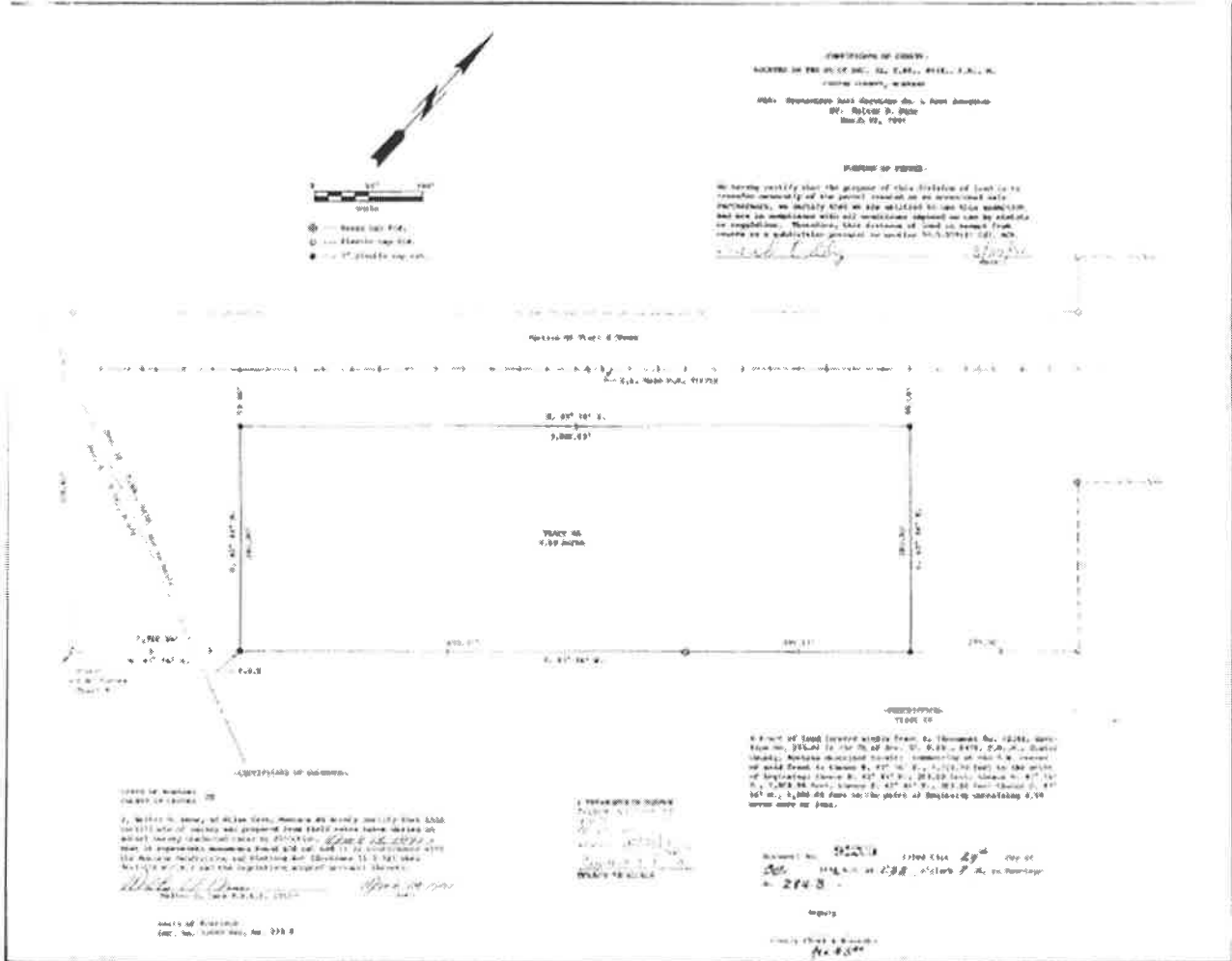
Lorrie Pearce, City Clerk

EXHIBIT A - LOCATION



*Outline is approximation of license area

EXHIBIT B - PLAT



RESOLUTION NO. 4370

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A LETTER OF AGREEMENT FOR ARCHITECTURAL SERVICES WITH SDI ARCHITECTS + DESIGN FOR DEVELOPING DESIGN DOCUMENTS FOR ASSESSING OPTIONS FOR RELOCATING THE MILES CITY POLICE DEPARTMENT.

WHEREAS, the City of Miles City desires to enter into a Letter of Agreement with “sdi architects + design” for developing design documents for assessing options for relocating the Miles City Police Department;

AND WHEREAS the obligations of the parties related thereto have been reduced to writing in the form of a Letter of Agreement;

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

1. The “Letter of Agreement for Architectural Services Job #202023,” 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 Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 22ND DAY of SEPTEMBER, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk



**LETTER OF AGREEMENT
FOR ARCHITECTURAL SERVICES
JOB# 2020023**

CITY OF MILES CITY, care of John Hollowell, Mayor, 17 S. 8th St., Miles City, MT 59301 (CLIENT) agrees to employ **SDI ARCHITECTS + DESIGN**, 909 Main Street, Miles City, MT 59301 (ARCHITECT) on an Hourly Plus Expenses Basis for limited architectural services for *developing design documents for assessing options for relocating the Miles City Police Department*.

Compensation for these services will be on an HOURLY PLUS EXPENSES BASIS per the attached Published Rates. Once a better understanding of the project scope is determined, we can provide a Guaranteed Maximum Price for the Owner's budgeting purposes upon request.

ARCHITECT CONTRACT PROVISIONS:

1. CONTRACT – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.

2. RIGHT OF ENTRY – When entry to property is required for the ARCHITECT to perform its services, the CLIENT agrees to obtain legal right-of-entry on the property.

3. DOCUMENTS – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by the ARCHITECT are instruments of the ARCHITECT's service that shall remain the ARCHITECT's property. The CLIENT agrees not to use the ARCHITECT's generated documents for marketing purposes, for projects other than the project for which the documents were prepared by the ARCHITECT, or for future modifications to this project, without the ARCHITECT's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by the ARCHITECT will be at the CLIENT's sole risk and without liability to the ARCHITECT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. The CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the ARCHITECT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

4. HAZARDOUS MATERIALS – The scope of the ARCHITECT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

5. CONSTRUCTION PHASE SERVICES – If the ARCHITECT performs any services during the construction phase of the project, the ARCHITECT shall not supervise, direct, or have control over Contractor's work. The ARCHITECT shall not have authority over or responsibility for the construction means, methods, techniques,

sequences or procedures or for safety precautions and programs in connection with the work performed by the Contractor. The ARCHITECT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

If the CLIENT wishes to exclude construction phase services, the CLIENT agrees to waive any and all claims against the ARCHITECT that might be contributed to or caused by the ARCHITECT's full or partial exclusion from the construction phase. In the event the CLIENT or Contractor consents to, allows, authorizes or approves changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the ARCHITECT; the CLIENT and Contractor agree to release the ARCHITECT from any liability arising from the construction, use or result of such changes.

6. STANDARD OF CARE – The ARCHITECT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. CLIENT agrees that services provided will be rendered without any warranty, express or implied.

The ARCHITECT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

7. OPINION OF PROBABLE COSTS – When required as part of its work, the ARCHITECT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by the ARCHITECT hereunder will be made on the basis of the ARCHITECT's experience and qualifications and will represent the ARCHITECT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that the ARCHITECT does not have control over the cost of labor, material, equipment, or services furnished by others or over

market conditions or contractors' methods of determining prices or performing the work.

8. PAYMENT – Payment for services are due upon the date of the statement. Payments not made within thirty (30) days of the statement date will bear interest at the Annual Percentage Rate of 12% APR from the statement date until paid.

9. SUSPENSION OF WORK – The CLIENT may, at any time, by written notice, suspend further work by the ARCHITECT. The CLIENT shall remain liable for, and shall promptly pay the ARCHITECT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the CLIENT's behalf.

The CLIENT shall pay the ARCHITECT pursuant to the rates and charges set forth in the Proposal. The ARCHITECT will submit monthly invoices to CLIENT for services rendered and expenses incurred. If the CLIENT does not pay invoices within thirty (30) days of submission of invoice, the ARCHITECT may, upon written notice to the CLIENT, suspend further work until payments are brought current. The CLIENT agrees to indemnify and hold the ARCHITECT harmless from any claim or liability resulting from such suspension.

10. LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of the ARCHITECT and the ARCHITECT's officers, directors, employees, agents, and consultants to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the ARCHITECT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the ARCHITECT under this Agreement.

11. MISCELLANEOUS

Governing Law: The laws of the state in which the ARCHITECT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue

in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The CLIENT and the ARCHITECT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Subrogation: All parties agree to waive their rights of subrogation against one another with respect to any and all losses covered by the respective party's Insurance during and after construction.

ARCHITECT Reliance: The ARCHITECT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the CLIENT, the CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

The CLIENT shall furnish land surveys, tests, inspections and reports, such as soils, structural, mechanical and chemical tests, tests for air and water pollution, and tests for hazardous materials as applicable to this project.

Certifications: The ARCHITECT shall not be required to sign any documents, no matter by whom requested, that would result in the ARCHITECT's having to certify, guarantee, or warrant the existence of conditions that the ARCHITECT cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or the ARCHITECT. The ARCHITECT's services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against the ARCHITECT because of this Agreement or the ARCHITECT's performance of services hereunder.

Consequential Damages: Neither the CLIENT nor the ARCHITECT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

The limit of this agreement will be from the date listed below through December 31, 2020.

Agreement dated August 31, 2020 and AGREED TO BY:



Brandon Janshen, AIA (President/Owner)

08-31-2020

Date

John Hollowell (Mayor)

Date



PUBLISHED RATES & REIMBURSABLE EXPENSES

Effective January 01, 2020

The following time and expense rates will apply to work performed on an **HOURLY PLUS EXPENSES** basis:

TIME:

Brandon Janshen, Principal Architect	\$115/hr
Mike Stevenson, Project Architect	\$130/hr
Chad Sutter, Project Designer	\$90/hr
Mark Toennis, Project Manager	\$85/hr
Jenna Janshen, Interior Designer	\$70/hr

REIMBURSABLE EXPENSES:

Consultants (Engineers & Specialists)	Cost + 10%
Mileage	\$0.55/mile
Plotting, Printing, & Scanning (by SDI)	per Published Rates
Plotting, Printing, & Scanning (by others)	Cost + 10%
Postage	Cost + 10%



PUBLISHED PLOTTING, PRINTING, & SCANNING RATES

Effective January 01, 2020

PLOTTING COSTS:

COLOR PRINTS	Regular, Bond Paper	\$0.85/SQUARE FOOT
B&W PRINTS	Regular, Bond Paper	\$0.50/SQUARE FOOT
COLOR PRINTS	Poster Paper	\$1.00/SQUARE FOOT
B&W PRINTS	Poster Paper	\$0.60/SQUARE FOOT

\$20 MINIMUM

PRINTING COSTS:

COLOR PRINTS	8.5" x 11" Regular, Bond Paper	\$0.50/PAGE
COLOR PRINTS	11" x 17" Regular, Bond Paper	\$1.00/PAGE
COLOR PRINTS	8.5" x 11" Poster Paper	\$1.00/PAGE
B&W PRINTS	8.5" x 11" Regular, Bond Paper	\$0.15/PAGE
B&W PRINTS	11" x 17" Regular, Bond Paper	\$0.30/PAGE
B&W PRINTS	8.5" x 11" Poster Paper	\$0.50/PAGE

\$20 MINIMUM

SCANNING COSTS:

ALL NEW PRINTS	\$0.25/SQUARE FOOT
ALL OLD PRINTS	\$0.50/SQUARE FOOT
BURN TO DISK	\$5.00/DISK

\$20 MINIMUM

*** SDI Architects + Design will not make scans or copies of copyrighted material without a copyright release form from the original author ***

*** SDI Architects + Design will not be held accountable for any damage incurred to original documents under any circumstances ***

RESOLUTION NO. 4371

A RESOLUTION APPROVING “AMENDMENT NUMBER ONE (1) ADDITIONAL SERVICES FOR PRELIMINARY WORK ON INTAKE IN-RIVER STRUCTURE” AMENDMENT TO SHORT FORM AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES UNDERWATER DISCOVERY.

WHEREAS, The City of Miles City has retained the engineering services of Interstate Engineering to provide engineering services to complete the Miles City Water Intake Preliminary Engineering Report.

AND WHEREAS, the City wishes to authorize Interstate Engineering to engage Liquid Engineering to perform certain underwater inspections in furtherance of the completion of said project;

AND WHEREAS, Interstate Engineering has provided the City with a written agreement setting forth the duties and responsibilities of the parties, entitled “Amendment Number One (1) Additional Services For Preliminary Work On Intake In-River Structure Amendment To Short Form Agreement Between Owner And Engineer For Professional Services Underwater Discovery”;

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

1. “Amendment Number One (1) Additional Services For Preliminary Work On Intake In-River Structure Amendment To Short Form Agreement Between Owner And Engineer For Professional Services Underwater Discovery” 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 DULY CALLED MEETING THIS 22ND DAY OF SEPTEMBER, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

**AMENDMENT NUMBER ONE (1)
ADDITIONAL SERVICES
FOR
PRELIMINARY WORK ON INTAKE IN-RIVER STRUCTURE
AMENDMENT TO SHORT FORM AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
UNDERWATER DISCOVERY**

This is Amendment Number One (1) to Short Form Agreement between Owner and Engineer for Professional Services (Agreement) Between City of Miles City, Montana and Interstate Engineering, Inc. (Engineer) dated March 12th, 2019 to complete the Miles City Water Intake Preliminary Engineering Report.

This Amendment Number One (1) modifies the original Agreement as follows:

Provide *Additional Services* for Preliminary Work on Intake In-River Structures. Considering the limited window of time when the Yellowstone River is low, but ice is not a threat, it is proposed that the following Task be completed as soon as possible. This Task is considered a high priority.

Task 1 of Amendment 1 – Underwater Discovery, PER Update

Engineer will subcontract services of Divers for work proposed in Exhibit 1. Additional work by the Divers (Liquid Engineering) would require approval by the Director of Utilities. It is requested that the Director of Utilities be on-site during the inspection by Divers.

Engineer will coordinate with Divers and guide them as to what is needed to provide the best and most reasonable evaluation of the existing underwater pipe, anchors, the steel cage, and ice shield. Engineer will provide an update to the PER to reflect findings and any anticipated changes in cost.

Changes to the PER along with photographs and determinations made by the Divers will be deliverables to the City. These materials will be available for use in final design.

The cost of Task 1 of Addendum 1 is estimated at \$21,000, which includes the cost of the Divers.

Additional Services for completing Task 1 increases the total estimated contract amount from \$30,000.00 to \$51,000.00.

All remaining articles in the Agreement except those modified by this Amendment Number One (1) shall remain in effect.

Attachments: *Exhibit 1 – Liquid Engineering Proposal Number 55174b*

IN WITNESS WHEREOF, the parties hereto have executed the Amendment Number One (1) to the Agreement between Owner and Engineer for Professional Services, the Effective Date of which is indicated below.

The effective date of this Amendment Number One (1) is: _____, 2020.

OWNER: John Hollowell

ENGINEER: Brent Moore, AICP

By: _____

By: _____

Title: Mayor of Miles City

Title: Western Regional Vice President

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate PEL-EF-LIC
Number: 419

State of: Montana

Address for giving notices:

Address for giving notices:

City of Miles City

Interstate Engineering, Inc.

P.O. Box 910

P.O. Box 648

Miles City, MT 59301

Sidney, MT 59270-0648

406-234-3462

406-433-5617



Fax -- (406) 651-0120

Proposal Number
55174b

Please reference the Proposal
Number above on all Purchase
Orders issued.

Scope of Work - Inspection

This Water System Proposal is made this date, by and between Interstate Engineering of the state of Montana, (hereinafter "Client") and Liquid Engineering Corporation, of Billings, MT, (hereinafter "LEC"). LEC will provide all labor, specialty equipment and insurance to evaluate your facilities.

Inspection

Inspection of the Miles City intake. LEC will attempt to inspect the interior and exterior of the intake. Findings will be reviewed by a Montana Professional Engineer. Engineer will accompany dive inspectors on site.

- A pre-job meeting will be held in Billings with client to review project expectations and the plan of execution no more than one week prior to start of in-water work.
- LEC will send a push camera and/or the ROV camera into the intake pipe to record the visual condition of the pipe. This may be from one or both directions depending on the current condition of the intake and the screen in the river.
- LEC will attempt to identify the material of the pipe. A description of the general condition of the pipe will be given and LEC will use an underwater UT gauge to assess the thickness of the pipe provided the condition of the pipe allows the sensor to work properly.
- If possible, LEC will use a pneumatic cutting wheel to remove a 1-inch x 1-inch coupon of the pipe at three representative locations.
- Through the use of underwater video and lighting equipment, LEC will provide the highest possible quality of video and photo's and/or frame grabs from the live video feed of the Diver and/or ROV. Video / photo quality dependent on clarity of water. Minimum photo's / frame grabs are:
 - Pipe cage/ice deflector shield identifying condition of angle iron and reinforcing bar with respect to what was proposed in the plans (12-16 photo's)
 - Pipe anchor, only one of which may be visible paying specific attention to the metal integrity and damage to concrete (4 photo's)
 - Pipe opening in the river (4 photo's)
 - Pipe opening in the intake structure (on shore, 2 photo's)
 - Pipe during inspection by Diver / ROV (Video)
 - Interior of intake structure looking below water level, especially at interior locations that lie opposite of structures failings visible from the outside (8 photo's)
- LEC will remain in communication with the City Water Operations Director and the Engineer.

Underwater Operations –All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving and Confined Space; including 1910.401 thru 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADCI approved commercial diving equipment.

Deliverable – Prioritization Schedule

The deliverable provided on site will consist of LEC's on site report, summary recommendations and Immediate Needs Assessment™, which documents discrepancies that require urgent action, and is supplemented by the interior DVD documentation.

Assumptions - Based upon information obtained via the systems interview conducted for your facility, the following assumptions were made. Should conditions vary from those stated, additional charges could apply.

- Client's Point-of-Contact will be available for access, as well as authorization of any additional requested work.
- Facilities are accessible with LEC's standard truck/trailer combo (overall length – Crew Cab = 23' / Trailer = 22').
- Access into tanks/clear wells are sufficient for man entry (i.e. 24" dia), with no obstructions in the hatchway.
- Exterior inspections will be performed from the ground, installed ladders, and exterior roof while utilizing installed ANSI & OSHA-certified personal fall protection equipment, without additional scaffolding or rigging.

Miscellaneous

All services provided by LEC will be completed in a professional workmanlike manner according to the Terms and Conditions of this Proposal. Any alteration or deviation from the Terms and Conditions of this Proposal, or additional services, involving additional costs, will be completed only upon written authorization by Client or Client's Authorized Representative.

This Proposal is contingent upon weather, delays or other matters beyond LEC's control. Client will carry fire, tornado, and other necessary insurance. LEC will provide all other required insurance coverage, including, but not limited to, General Liability, Employer Liability and Workmen's Compensation Insurance during all operations (certificate of insurance available upon request).



Proposal Number
55174b

Please reference the Proposal
Number above on all Purchase
Orders issued.

Costing	
Intake Inspection & Reporting	\$ 11,500.00

(Prior written approval will be obtained from Client's Authorized Representative for any additional charges outside the Scope described herein).

1. Unscheduled delays, which are a direct result of the utility's obligations (i.e. access and water level), may incur standby/mobilization charges.
2. Access requiring portable set-up (i.e. truck only), will incur an additional setup/tear-down charge.

Pricing above does not include Local, State or Franchise Taxes - if any.

This Proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of Client and LEC hereby represent and certify that they are fully empowered to bind the respective parties to this Contract. Client acknowledges that payment for onsite work is due and payable **Net 30 upon completion of on site work**. Progress billing will be applied on any contract whose duration is longer than ten (10) days. A finance charge on past-due accounts is computed at a periodic rate of 1.5% per month, which is an annual percentage rate of 18%.

In the event Liquid Engineering Corporation is required to bring suit to enforce its rights under this Agreement, to collect any and all payments due and owing under this Agreement, or to otherwise determine, protect or enforce its rights and remedies under the Agreement or at law or equity, Liquid Engineering Corporation will be entitled to recover from the client its reasonable attorney's fees, expert fees, costs and expenses incurred in connection therewith.


Interstate Engineering
1211 Grand Avenue Suite 6
Billings, MT. 59102

LIQUID ENGINEERING CORPORATION
P.O. Box 80230
Billings, MT 59108

Accepted & Agreed per Costing Breakdown
Attached Hereto and by Reference Included Here Under

(800) 438-2187 Voice / (406) 651-0120 Fax

By: _____

By:  - Fred Muller

Title: _____

Title: **President**

Date: _____

Date: **June 9, 2020**

Note: This proposal may be withdrawn if not accepted within 90 days from the above LEC signature date.



Proposal Number 55174b
Please reference the Proposal Number above on all Purchase Orders issued.

Billing / Invoice Requirements

Please return Accounting / Billing information to Fax – (406) 651-0120 or web@liquidengineering.com

Customer Name: Interstate Engineering, MT

Contact for Accounting/Billing

Name: _____ Title: _____

Phone: _____

Preferred Delivery Method: Fax, Email, Postal Mail Other _____

Is a Purchase Order required? Yes, No (Please forward PO when issued)

Fax: _____

Email: _____

Address _____

City _____ State _____ Zip Code _____

Additional Notes/Instructions:

RESOLUTION NO. 4372

A RESOLUTION APPROVING “SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES” WITH INTERSTATE ENGINEERING RELATED TO THE CITY OF MILES CITY NORTH 7TH STREET WATER MAIN REHABILITATION PROJECT.

WHEREAS, The City of Miles City desires to retain the engineering services of Interstate Engineering to provide engineering services related to the City of Miles City North 7th Street Water Main Rehabilitation Project;

AND WHEREAS, Interstate Engineering has provided the City with a written agreement setting forth the duties and responsibilities of the parties, entitled “Short Form Of Agreement Between Owner And Engineer For Professional Services”;

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

1. “Short Form Of Agreement Between Owner And Engineer For Professional Services” 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 DULY CALLED MEETING THIS 22ND DAY OF SEPTEMBER, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of Miles City, Montana (“Owner”) and Interstate Engineering, Inc. (“Engineer”).

Whereas the Owner desires to replace and upsize eleven (11) blocks of water main, replace two (2) blocks of sanitary sewer main, and replace the storm sewer collection pipes from the catch basins to the storm sewer main within five (5) intersections along the project corridor prior to the scheduled MDT construction:

The Owner’s Project, of which Engineer’s services (Services) under this Agreement are a part, is generally identified as follows: City of Miles City North 7th Street Water Main Rehabilitation Project (“Project”).

Engineer’s services under this Agreement are generally identified as follows:

The Project corridor will begin at the intersection of Main Street and end at the intersection of Felton Street.

Engineer will provide design, construction administration, and construction observation services to complete a water main, sanitary sewer main, and storm sewer collection pipe replacement project for: 4,600 lineal feet of existing 4” CI water main; 2 blocks, approximately 600 lineal feet, of sanitary sewer main; and 5 street intersections of storm sewer collection pipe from the catch basins to the storm sewer main within the existing rights-of-way of North 7th Street, estimated at 950 lineal feet.

This project is intended to replace existing water, sanitary sewer, and storm sewer collection pipes within the North 7th Street rights-of-way in anticipation of the Montana Department of Transportation’s (MDT) plan to reconstruct North 7th Street (State Hwy. 59) in 2024.

Below are the itemized tasks with an estimated fee to complete each task:

Task 1 – Topographic Survey/Mapping

Engineer will perform a topographic survey of the areas proposed for water, sanitary sewer, and storm sewer main replacement with services marked by the utility owner. Assuming favorable ground conditions, Engineer anticipates six (6) days of field survey employing a traffic control technician (total of 3 staff) will be required to map the location and elevation of the existing roadway centerline, driveways, fence lines, edge of surfacing, curb lines, pavement markings, sidewalks, and location of existing visible features such as building fronts, steps, signs, mailboxes, street trees, light poles, power poles, utility pedestals, fences and gates, traffic signal poles, street signs, traffic control signs, railroad crossings and signals, fire hydrants, (existing water, sanitary sewer, storm sewer, and water service curb stops shall be located by the City) within apparent public right-of-way and 25’ outside of the apparent public right-of-way (if permission is granted by property owner) based on legal descriptions or plats provided by the Owner. Owner is responsible to obtain landowner permission for Engineer to enter property owner’s property. If legal descriptions or plats are not available or adequate for survey

purposes, establishing rights-of-way can be accomplished as Additional Services. Major on-site structures identified for service by the Owner will also be mapped. Aerial imagery can be used to show location of incidental surface features outside of public right-of-way, if requested.

Engineer will request a One-Call locate for utilities. The accuracy of Engineer's survey is dependent upon the accuracy of the locates provided by the One-Call service. The budget excludes confined space entry and therefore manhole depths will be approximated using above ground means only. If the Owner wishes to have more accurate depths, Additional Services can be proposed. The Engineer will utilize the field survey and public domain aerial photography to develop engineering plans for the various improvements. A minimum of ten (10) control points (coordinates and elevation) will be set for use during construction.

Areas to be surveyed:

- North 7th Street – MT State HWY 59 (11 blocks)
 - Main Street to Felton Street

Survey will be performed within project rights-of-way and 25 feet beyond the cross street's projected rights-of-way. Topographic and location surveying for areas beyond what is listed above, though not included in this budget, can be provided on an hourly basis at your request per the attached fee schedule. Ground conditions, such as snow cover, can affect the ability to accurately perform the survey. It is recommended that the survey be performed when the ground is clear of all snow. The budgeted survey hours assume favorable (thawed) ground conditions. Should the survey need to be performed during unfavorable ground conditions, the additional time to perform such work can be estimated ahead of time and charged as Additional Services. The Owner shall acknowledge that the inaccuracies can lead to potential changed condition claims (change orders) during construction.

A base map will be prepared showing the existing topography with one-half foot (1/2') contour intervals and the surface features outlined above. The topographic data and base map will be used to complete Task 2.

Task 2 –Water, Sanitary Sewer, and Storm Sewer Replacement Design Drawings and Specifications

Engineer will prepare a design report, construction plans, and specifications for water, sanitary sewer, and storm sewer improvements in accordance with Montana Public Works Standard Specifications and Montana Department of Environmental Quality ("MT DEQ") Circulars DEQ-1, DEQ-2, and DEQ-8, respectively. The owner is responsible for all filing and review fees. Design elements shall include:

1. Water main, fire hydrants, and water services

- Water main extensions will be sized per the Owner's direction but not less than the size required by MT DEQ Circular DEQ-1. The Owner shall provide evidence (hydraulic modeling) that the new mains are of sufficient size to provide domestic and fire flow requirements. Hydraulic modeling of the City's water distribution system, or portions thereof, can be provided as Additional Services, fee to be negotiated.
- The two TRANSCO railroad crossings on Hwy 59 between River Street and Washington Street are previously approved by John Adamitis, Chief Engineer, TRANSCO, Chicago, IL per a May 11, 2020 email to Josie Stinson, Interstate Engineering. The railroad crossings will be accomplished via jack and bore installation.

2. Sanitary sewer main and sewer services
 - Sanitary sewer mains will be a minimum 8-inch diameter. Sanitary sewer services will be 4 inch or 6-inch diameter depending on Owner-provided anticipated flow generated by the end user.
3. Storm sewer collector piping from catch basins to storm sewer main
 - Storm sewer collector piping will be replaced with in-kind sizing of the existing collector piping.
4. Trench restoration
 - Trench backfilling will be designed in coordination with the Owner and/or MDT standards. A temporary asphaltic pavement section will be developed and coordinated with MDT for short term surface restoration. Curbs, gutters, approaches, sidewalks, etc. disturbed or removed to accommodate construction will be replaced in-kind. Design for new curbs, gutters, sidewalks, or street improvements, such as paving or reconstruction, is excluded under this task. Final pavement reconstruction and associated street improvements for North 7th Street (State Hwy. 59) will be designed by MDT (2024 Construction).
5. Establish Traffic Control Parameters
 - Traffic control is required for the construction of the proposed improvements. The traffic control plan will have to be reviewed and approved by the MDT. It is the Engineer's intent to specify a minimum level of traffic control that must be employed by the contractor and that the contractor is responsible to prepare and implement a full-scale traffic control plan for submission to the MDT for review and approval.
6. Establish Erosion and Sediment Control Parameters
 - A Storm Water Pollution Prevention Plan (SWPPP) is required for the construction of the proposed improvements. The SWPPP will have to be reviewed and approved by the MT DEQ. It is the Engineer's intent to specify a minimum level of erosion and sediment control devices to be employed by the contractor and that the contractor is responsible to prepare and implement a full-scale plan for submission to the MT DEQ for review and approval.
7. The Engineer will apply to the City of Miles City's Floodplain Manager for a Floodplain Development Permit or a Joint Application for Permit will be applied for to the applicable agencies on behalf of the Owner. Application fees are the responsibility of the Owner.
8. The Engineer will apply to the MDT for a utility permit for new or upgraded installations in the right-of-way.

The Engineer will utilize a geotechnical analysis to support project designs. The geotechnical investigation and final analysis will be provided by the MDT. Information gathered from the geotechnical analysis is limited to that found in the physical bore holes and conditions may vary during construction. The Owner recognizes that construction claims for changed conditions are a possibility. The Engineer understands that the geotechnical report and recommendations will be provided to the Engineer prior to the commencement of design.

It is Engineer's understanding that the project area is currently being evaluated for the possible presence of petroleum products or petroleum product residues in the soils within the project boundaries. The Engineer further understands that the findings of the evaluation will be provided to the Engineer prior to the commencement of design.

Engineer will submit the infrastructure improvements plans and specifications to the Owner, MT DEQ, and MDT for review and approval or concurrence.

The Engineer will prepare a set of specifications for the Project that will be used for the bidding and construction of the Project. The specifications will be prepared using the Construction Specifications Institute (CSI) Master Format, 2016 and Montana Public Works Standard Specifications, Sixth Edition, April 2010 as deemed appropriate by the Engineer. The Engineer will assist the Owner in obtaining MT DEQ approvals/permits necessary for the construction of the Project. An Environmental Impact Statement, Environmental Assessment, or Environmental Report, including wetlands determination, delineation, or obtaining a USACE 404 Permit are not included in this scope of work.

The Engineer will attend up to five (5) meetings with the Owner and the MDT to prior to design and during the design process to review plans and cost estimates, receive input, and answer questions regarding the Project. Engineer does not anticipate any meetings with other agencies will be required.

The Engineer will notify known utilities that may be affected by any potential conflicts by providing a set of plans for their review. Utility owner or the Owner, depending on franchise agreements, will be responsible for any relocation designs and construction of such. The Engineer will provide affected utility companies with preliminary and final engineering plans and specifications. Affected utilities are typically electric power, natural gas, telecommunications, cable television, and traffic signal wiring.

Task 3 – Bidding Phase/Contractor Review and Clearance

The Engineer will draft an Advertisement for Bids to be published by the Owner for the Improvements Project. The Engineer will provide the advertisement to the newspaper of record and obtain an affidavit of publication. The Owner is responsible for paying the fees associated with advertising in the publication.

The Engineer will schedule, in consultation with the Owner, and attend a pre-bid meeting for the Project.

The Engineer will answer Contractor, material supplier, and manufacturer questions and issue any addenda that may be necessary during the bidding period.

The Engineer will provide construction bidding and administration services during the bidding of the Project. Only one bid letting is expected. The Engineer's services exclude value engineering efforts. Bids will be received and opened by the Owner. The Engineer will evaluate all bids received and prepare a bid tabulation. The Engineer will make a recommendation for award of the construction contract to the lowest responsible, responsive bidder after the Engineer has consulted with the Owner to determine which schedules, if multiple schedules, of the Improvements Project to award based on funding availability. Awarding of schedule(s) will be at the sole discretion of the Owner.

- If the successful bidder or any of the proposed subcontractors, such and jack and bore subcontractor, is unknown to the Owner or Engineer, the Engineer can assist with a follow up questionnaire and more in-depth reference checks (documented) for the benefit of the Owner. This service, if requested, will be provided as Additional Services.

Upon approval by the Owner, the Engineer will prepare a Notice of Award and Contract Documents for review by the Owner's attorney for the Project upon the receipt of bonds and insurance from the Contractor. The Engineer will notify the Contractor of the schedules to be awarded and coordinate with the Contractor to secure documents needed for construction to proceed.

Task 4 – Construction Administration, Construction Observation, and Record Drawings

Engineer will provide one-time field staking for all improvements. Offset grade stakes or PK nails will be provided at frequencies and distances as determined by the Contractor. It is assumed staking will be required at 50' maximum intervals along the proposed alignment and for the location of new fittings and manholes. The Contractor is responsible to preserve all staking. The cost of re-staking will be the responsibility of the Contractor. Payment for this additional work shall be made by the Owner to the Engineer with a corresponding reduction in the Contractor's Periodic Pay Application(s). For estimation purposes, Engineer anticipated twenty (20) twelve (12)-hour days for construction staking. This estimate includes travel to and from the site from the Engineer's office.

The Engineer will provide a Resident Project Representative (RPR) for full-time construction observation. Construction observation will be performed to verify that the Project is generally proceeding on schedule and in overall accordance with the plans and specifications. Engineer has no control over construction progress or Contractor's inefficiencies.

The Contractor will be responsible for all permitting requirements required for removal, handling, and disposal of asbestos piping and lead services, as each are exposed. Engineer's duty is limited to general observations and will report to the Owner only those material departures from the schedule or deficiencies of which Engineer has actual knowledge, in fact. For estimation purposes, Engineer anticipated one hundred (100) working days of full-time construction observation. For the purposes of this proposal, a working day consists of ten (10) hours of on-site observation with an additional allowance for off-site time to compile and file the day's project records. Should the contractor elect to work more than ten (10) hours each work day (Monday through Friday) or work during a weekend or holiday, the cost for the RPR is the contractor's responsibility. Payment for this additional work shall be made to the Engineer by the Owner with a corresponding reduction in the Contractor's Periodic Pay Application(s). Currently, the estimated schedule for substantial completion of the project is one hundred forty (140) calendar days.

The Engineer will conduct weekly progress meetings with the Contractor and the Owner regarding project progress, necessary street closures, field staking, material testing requirements, field observations, and any other important topics as they relate to the Project. For estimation purposes, Engineer budgeted for twenty (20) weekly progress meetings.

The Project Engineer or Project Manager will attend Owner city council meetings as necessary to discuss project status and answer questions. For estimation purposes, four (4) council meetings are budgeted.

The Contractor will be responsible for Quality Control Testing in accordance with the Agreement throughout the Project. The Owner may ask the Engineer to arrange for Quality Assurance Testing. Any Quality Assurance Testing shall be paid for directly by the Owner.

The Engineer will maintain Project records including correspondence, schedules, submittals, request for information, payment requests, proposed contract modifications, change orders, photographs, test results, and meeting minutes. The Engineer will submit all documentation to the Owner upon request.

The Engineer will compile and distribute punch-list items upon completion of a site walk-through by representatives of the Owner, Contractor, and Engineer. The Engineer will follow up with the Contractor on the completion of the punch-list items and will assist the Owner with closeout activities including a final walk-through.

The Engineer will provide Record Drawings based on information provided throughout construction by the Engineer and Contractor. Additionally, the Engineer will survey above-ground appurtenances to supplement the Contractor-provided Record Drawings. Record Drawings will be submitted to the DEQ and the Owner as required by each respective agency. The Record Drawings will have been prepared, in part, based on information compiled and furnished by others. The Engineer will not be responsible for any errors or omissions which have been incorporated into the document as a result. For estimation purposes, Engineer anticipated two (2), twelve (12)-hour days to survey above-ground appurtenances. This estimate includes travel to and from the site from the Engineer's office.

Task 5 – Additional Services

Recognizing that time can be of the essence, the Owner and Engineer agree that a preapproved budget for additional services is beneficial to keep the project moving. Additional services that may be requested by the Owner shall be provided at the Engineer's hourly rate schedule in effect at the time of request. The additional services can be requested by the Owner's designated representative. An amount of \$20,000 has been budgeted for *Additional Services*. This budget may or may not be used.

The following items are specifically excluded from this Scope of Services:

1. A *Preliminary Engineering Report* conforming to the requirements of the *Uniform Application for Montana Public Facility Projects*, if required by the MT DEQ or funding agency, if any.
2. Hydraulic modeling of the City's water, sanitary sewer, and storm sewer systems.
3. Drainage studies and design.
4. Design of drainage structures, curbs, gutters, sidewalks, ramps or street improvements, such as paving, reconstruction, or widening.
5. Exploratory excavation of existing utilities.
6. Fees for necessary permits or regulatory agency review.
7. Fees for recording any necessary easements or rights-of-way. Should any right-of-way or easement surveys or documents be necessary, the Engineer reserves the right for additional budget for such.
8. Fees for the publishing of the advertisement for bid.
9. Rebidding or value engineering.
10. Traffic control plan.
11. Erosion & Sediment Control Plan.
12. Water Main Flushing and Disinfection Plan.
13. Additional field time due to extreme weather conditions and/or snow cover.
14. Landowner negotiations for rights-of way or easements.
15. Public outreach meetings and coordination with local businesses.
16. Drone aerial footage before, during, and/or after construction.
17. Funding coordination, administration, drawdowns, closeout, etc.
18. SHPO archeological-cultural resource survey.
19. Asbestos survey, sampling, and testing for existing concrete structures including manholes, curbs, and gutters.
20. Geotechnical exploration and preparation of a geotechnical report and recommendations prepared by a Montana licensed geotechnical engineering firm.
21. Research, exploration, and soil sampling for the possible presence of petroleum products and/or petroleum product residues.

22. Preparation, submittal, and monitoring of a Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) as stated in the Stormwater General Permit or maintenance of the stormwater controls as required by the Montana Department of Environmental Quality.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (Additional Services).
- B. Engineer shall complete its Services within the following specific time period: ***Nine months after a signed contract is received by the Engineer and a Notice to Proceed is issued by the Owner (City)***. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment*: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - 3. The total compensation for Services and reimbursable expenses is estimated to be \$621,009.00 (six hundred twenty-one thousand nine and 00/100 dollars).

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1. Engineer has budgeted \$20,000.00 for Additional Services. This amount is included in 2.02.3 above.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located and the jurisdiction in which the Engineer's office is located (Billings, MT).
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- B. Owner has indicated that this agreement may be required to be modified as the scope of the Project is refined after the Agreement is executed by the Engineer and the Owner.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Miles City, Montana

Engineer: Interstate Engineering, Inc.

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: _____

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:



SCHEDULE OF RATES

ATTACHMENT #1

ENGINEERS

ENG I	\$101.00 per hour
ENG II	\$134.00 per hour
ENG III	\$170.00 per hour
ENG IV	\$193.00 per hour
ENG V	\$213.00 per hour
ENG VI	\$236.00 per hour
ENG VII	\$250.00 per hour

SURVEYORS

SURV I	\$97.00 per hour
SURV II	\$108.00 per hour
SURV III	\$123.00 per hour
SURV IV	\$158.00 per hour
SURV V	\$175.00 per hour
SURV VI	\$199.00 per hour
SURV VII	\$213.00 per hour
SURV VIII	\$223.00 per hour

PLANNERS

PLANNER I	\$80.00 per hour
PLANNER II	\$103.00 per hour
PLANNER III	\$135.00 per hour
PLANNER IV	\$162.00 per hour

TECHNICIANS

TECH I	\$68.00 per hour
TECH II	\$95.00 per hour
TECH III	\$116.00 per hour
TECH IV	\$135.00 per hour
TECH V	\$146.00 per hour
TECH VI	\$170.00 per hour
TECH VII	\$183.00 per hour

ADMINISTRATIVE

ADMIN I	\$73.00 per hour
ADMIN II	\$83.00 per hour

INFORMATION TECHNOLOGISTS

IT I	\$135.00 per hour
IT II	\$185.00 per hour

EXPERT WITNESS

\$275.00 per hour

CHARGEABLE EXPENSES

Subsistence.....	Actual cost	8 1/2" X 11" Prints per Page.....	\$0.15 – black & white, \$0.50 - color
Travel Vehicle.....	\$0.58 per mile	11" x 17" Prints per Page.....	\$0.25 – black & white, \$0.50 - color
Survey Vehicle.....	\$0.68 per mile	24" x 36" Prints per Page.....	\$9.00
Aircraft.....	Actual cost	Mylar.....	\$3.00 per ft ²
Any But Ordinary First-Class Postage.....	Actual cost	ATV.....	\$75.00 per day
Subconsultant Services.....	Cost plus 10%	UTV.....	\$150.00 per day
Plat Certification per Certification.....	\$35.00	ATV / UTV with Tracks.....	\$125.00 / \$200.00 per day
Recordation per Monument.....	\$35.00	Snowmobile.....	\$200.00 per day
Cost of surveying materials, filing fees, drafting materials and other materials required for the job.....	Cost plus 25%		

Any and all sales and use tax, TERO or other special fees which apply to this contract.

Professionals you need, people you trust.

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RESOLUTION NO. 4373

A RESOLUTION ESTABLISHING WAGES AND SALARIES FOR CITY EMPLOYEES FOR FISCAL YEAR 2020-2021

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

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

That the following wages and salaries paid to city employees for the fiscal year 2020-2021 shall be as follows:

POSITION	AMOUNT	FREQUENCY
Elected and Appointed		
City Council:	\$333.34	per month
City Court Judge:	\$1,833.99	per month
Mayor:	\$1,833.99	per month
Treasurer:	\$1,833.99	per month
City Attorney:	\$150.00	per hour
Deputy City Attorney:	\$3,000.00	per month
Administrative/Finance		
City Clerk:	\$3,983.70	per month
Human Resource Officer:	\$3,619.86	per month
Deputy City Clerk:	\$17.38	per hour
Public Services		
Director of Public Utilities:	\$5,671.44	per month
Director of Public Works:	\$5,675.24	per month
Planner-in-Training/Grants Administrator/ Urban Renewal/Historic Preservation:	\$3,395.54	per month
Flood Administrator/Engineering Tech:	\$3,672.16	per month
Water/Wastewater Plant Supervisor:	\$4,709.10	per month
Fire Department		
Chief:	\$7,252.42	per month
Probationary Part-paid Firefighters	\$9.00	per hour

Part-paid fire fighters who have achieved the Basic Fire Fighter Certification will be paid a base wage of \$9.00 per hour, during their six-month probationary period. Upon successful completion of their probationary period, the base rate is increased to \$10.00 per hour. Beginning with the initial hiring, part-paid fire fighters are entitled to the

following increases to their base pay: \$2.00 per hour for E.M.T., \$1.00 per hour for Fire Fighter 1 certification (upon completion), \$1.50 per hour for Fire Fighter II certification (and after 2 years of service), \$2.00 per hour for Fire Fighter III certification (and after 3 years of service.) The probationary designation means less than six months of service.

Police Department/Dispatch

Chief:	\$5,827.80	per month
Captain:	\$5,046.40	per month
Lieutenant/Detective:	\$4,570.42	per month
Communications Dispatch Supervisor/E911 Coordinator:	\$3,641.70	per month
Animal Caretaker – PT	\$8.65	per hour

Swimming Pool

Pool Manager:	\$2,535.90	per month
Lifeguards (1 st year):	\$10.00	per hour
Lifeguards (2 nd year):	\$10.31	per hour
Lifeguards (3 rd year):	\$10.65	per hour
Lifeguards (4 th year):	\$11.60	per hour

Lifeguards receive an additional \$.50 per hour when acting as Head Lifeguard.

Library

Director:	\$3,915.64	per month
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Airport

Airport Manager:	\$4,613.34	per month
Equipment Operator/Maintenance/Customer Service:	\$17.85	per hour
Airport Fueler – PT	\$17.70	per hour

All hourly wages shall be adjusted to comply with changes to Montana State minimum wage law and regulations.

LONGEVITY/STIPENDS

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

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

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

EMPLOYEE HEALTH INSURANCE

A maximum of \$854.70 shall be paid by the employer for medical insurance. (See union contracts for specifics on health insurance for employees who are members of collective bargaining units.)

COLLECTIVE BARGAINING UNITS

AFSCME 283A: City Shop, Treatment Facilities, Library and Clerical. Wages and Benefits for members of this union shall be paid in accordance with their bargaining agreement dated July 1, 2020, through June 30, 2022. Seasonal members of this union will be paid as approved by Resolution No. 3909.

AFSCME 283B: Police Officers, Dispatchers, Animal Control and Clerical. Wages and Benefits for members of this union shall be paid in accordance with their bargaining agreement dated July 1, 2020, through June 30, 2021. Animal Control/Code Enforcement Officer will be paid as approved by Resolution No. 3906.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 600: Firefighters/Ambulance Personnel. Wages and Benefits for members of this union shall be paid in accordance with their bargaining agreement dated July 1, 2020, through June 30, 2020.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 22nd DAY OF SEPTEMBER, 2020.

John L. Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

ORDINANCE NO. 1343

AN ORDINANCE REVISING LIMITED PARKING ZONE LOCATIONS IN THE CITY OF MILES CITY, MONTANA.

The City of Miles City regulates parking within the City Limits, and has limited parking in certain areas to fifteen-minute, one-hour, and two-hour zones. The City Council has determined, based on recommendations from City Staff, that certain revisions to the current parking zones are in the best interests of the public.

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

Section 1. The following codes shall be amended to read:

Sec. 22-216. - Fifteen-minute zones.

(a) Where signs are erected in each block giving notice thereof, no person shall park a vehicle for longer than 15 minutes at any time between the hours of 8:00 a.m. and 5:00 p.m. of any day, except Sundays and public holidays, upon the following streets or portion of streets:

- (1) Near the post office on Pleasant Street and Seventh Street.
- (2) In front of the city hall on Eighth Street.
- (3) On the north side of 816 Bridge Street.
- (4) North side of Bridge Street between Seventh Street and Eighth Street.

(b) In addition, vendors who have customers paying bills and picking up prescriptions may lease a parking location for that purpose.

Sec. 22-217. - One-hour zones.

Where signs are erected in each block giving notice thereof, no person shall park a vehicle longer than one hour at any time between the hours of 8:00 a.m. and 5:00 p.m. of any day, except Sundays and public holidays, upon any of the following streets or portions thereof, except those as listed in the above sections:

- (1) On both sides of Main Street from Fifth Street to Montana Avenue.
- (2) On the south side of Main Street from Center Street to Cottage Street.

(3) On the west side of South Cottage Street, south quarter of the north half of Block 14 Original Townsite.

(4) On the west side of North Eighth Street from the north side of Pleasant Street to the alley.

Sec. 22-218. - Two-hour zones.

Where signs are erected in each block giving notice thereof, no person shall park a vehicle for longer than two hours at any time between the hours of 8:00 a.m. and 5:00 p.m. of any day, except Sundays and public holidays, upon any of the following streets or portions thereof, except those as listed in the above sections:

(1) On both sides of Bridge Street from Fifth Street to Tenth Street.

(2) On both sides of Pleasant Street from Sixth Street to Ninth Street, and the north side of Pleasant Street from Fifth Street to Sixth Street.

(3) Fifth Street from Bridge Street to Main Street on the east side, and from Main Street to Pleasant Street on both sides.

(4) On both sides of Sixth Street from Bridge Street to Pleasant Street.

(5) On both sides of Seventh Street from Fort Street to Pleasant Street and on the east side from Pacific Avenue to Fort Street.

(6) On both sides of Eighth Street from Bridge Street to Pleasant Street and the west side of Eighth Street from the intersection of Pleasant north to the alley.

(7) On both sides of Ninth Street from Bridge Street to Pleasant Street.

(8) On both sides of Tenth Street from Bridge Street to the alley between Main Street and Pleasant Street.

(9) On both sides of Main Street from Cottage Grove to Lake Street.

(10) The east side of North Jordan Avenue from its intersection with Clark Street to its intersection with Leighton Boulevard, and the north and south sides of Clark Street from its intersection with North Jordan Avenue to its intersection with North Merriam Avenue.

(11) The frontage of 215 N. Seventh.

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

Said Ordinance read and put on its passage this 22nd day of September, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 13th day of October, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

- Ronny Hafez 2008 Dickinson \$673.09 – House was condemned and torn down. Bill never paid.
- Austin L. Swank 316 S Lake \$59.79- House was foreclosed. Final bill not paid.
- Janice M. Munroe 1417 Stower \$50.09- Tenants final bill not paid.
- Janice M. Munroe 1419 Stower \$51.07- Tenants final bill not paid.
- Janice M. Munroe 601 Yellowstone \$51.07- Tenants final bill not paid.
- Broadstone Inc 215 N 11th \$53.07 Tenant final bill not paid.
- Larry E. Bennett 315 N 6th- \$51.07 Tenant final bill not paid.
- Richard P. & Regina M. Weiland- 319 N 6th \$104.21-Tenant final bill not paid.
- Richard P. & Regina M. Weiland 717 Wells \$218.48- Tenant final bill not paid.
- Daniel Gilman 601 Felton \$87.35- Owner, water is off.
- Justice B. Aguirre 1401 N Custer \$93.84- Tenant final bill not paid.
- Dwayne P. & Anthony W. Morgan 2903 Leighton \$174.52-Tenant final bill not paid.
- Jered A. Wellington 1214 Woodbury \$903.96- Sewer only will not pay.
- David Brian 1106 Garland \$257.35- Owned home and sold it. Never paid what was owing.
- Sydney Tharp 1106 Knight \$53.07- Owned home and sold it. Never paid what was owing.
- Regina Weiland 1317 N Merriam- \$93.12 Owned home and sold it. Never paid what was owing.
- Donny Woods- Bulk water overdue more than 120 days- \$47.46
- Ryan Woods- Bulk water overdue more than 120 days- \$27.46
- **Total \$3050.07**



CITY OF MILES CITY

17 S. 8th, P.O. Box 910
Miles City, MT 59301-0910

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

September 22, 2020:

To Whom It May Concern

The Mayor and City Council of Miles City, Montana are in support of the Lower Yellowstone Development Project.

The project would give an incredible opportunity to boost tourism and our local economy, particularly in our downtown business district, and would increase bed tax revenues. It would also provide greatly expanded opportunities to explore the Yellowstone River for a healthier community.

Respectfully,

John Hollowell (Mayor)

Ken Gardner (Councilperson Ward I)

R. Curtis Reese (Councilperson Ward I)

Rick Huber (Councilperson Ward II)

Vacant (Councilperson Ward II)

Brant Kassner (Councilperson Ward III)

Kathy Wilcox (Councilperson Ward III)

Dwayne Andrews(Councilperson Ward IV)

Austin Lott (Councilperson Ward IV)