



# CITY OF MILES CITY

## AGENDA

*Regular Council Meeting*  
*City Council Chambers*  
*and zoom.us*

*May 10, 2022*  
*6:00 p.m.*

### CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- A. Regular City Council Meeting 04/26/2022
- B. Public Safety Committee Meeting 03/29/2022

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

Police Commissioner~ Steve Rice

5. PROCLAMATIONS

Kids to Parks Day ~ May 21<sup>st</sup>, 2022

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

- A. Finance Committee Recommends switching from Black Mountain Billing software to Continental Utility Solutions, Inc. (CUSi)
- B. Public Service Committee Recommends angle parking on the 100 block of S. 6<sup>th</sup>
- C. Board of Appeals recommend waiver of variance for fence at 2815 Tompy
- D. Public Safety Committee recommends obtaining requests for bids of baiting, trapping and removal of nuisance pigeon population.

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

- A. **ORDINANCE NO. 1353 (*Second Reading*) – AN ORDINANCE AMENDING SECTIONS 20-39 AND 20-41 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY PERTAINING TO SIDEWALK CONSTRUCTION AND PUBLIC WORKS STANDARDS**
- B. **ORDINANCE NO. 1354 (*Second Reading*) - AN ORDINANCE REPEALING SECTION 23-37 AND 23-80 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, AND ENACTING A NEW SECTION 23-2 REGARDING "ADMINISTRATION RULES OF THE CITY OF MILES CITY WATER AND SEWER SERVICES, ACCOUNTS, DELINQUENCIES AND TERMINATION"**

**13. UNFINISHED BUSINESS**

- A. **ORDINANCE NO. 1353 (*Second Reading*) – AN ORDINANCE AMENDING SECTIONS 20-39 AND 20-41 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY PERTAINING TO SIDEWALK CONSTRUCTION AND PUBLIC WORKS STANDARDS**
- B. **ORDINANCE NO. 1354 (*Second Reading*) - AN ORDINANCE REPEALING SECTION 23-37 AND 23-80 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, AND ENACTING A NEW SECTION 23-2 REGARDING "ADMINISTRATION RULES OF THE CITY OF MILES CITY WATER AND SEWER SERVICES, ACCOUNTS, DELINQUENCIES AND TERMINATION"**

**14. NEW BUSINESS**

- A. **ORDINANCE NO. 1355 (*First Reading*) – AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY ESTABLISHING REVISED LICENSE/PERMIT FEES.**
- B. **ORDINANCE NO. 1356 (*First Reading*) – AN ORDINANCE CHANGING THE ZONING OF LOTS 5-8 IN BLOCK 30 OF THE MILWAUKEE PARK ADDITION TO THE CITY OF MILES CITY FROM RESIDENTIAL A ZONE TO GENERAL COMMERCIAL ZONE, AND PROVIDING FOR A HEARING THEREON.**
- C. **RECOMMENDATION AND APPROVAL ON USE OF THE AARPA FUNDING**
- D. **RECOMMENDATION AND APPROVAL PRELIMINARY ARCHITECTURAL REPORT (PAR) MILES CITY FIRE AND RESCUE FIRE STATION**
- E. **RESOLUTION 4458 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A RETAINER AGREEMENT WITH NAPOLI SHKOLNIK PLLC, FOR REPRESENTATION AS TO THE CITY'S CLAIMS RELATED TO PFAS/PFOA CONTAMINATION.**
- F. **RESOLUTION 4459 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A SALES AGREEMENT WITH CONTINENTAL UTILITY SOLUTIONS INC. FOR UTILITY BILLING SOFTWARE.**
- G. **REQUEST FOR REIMBURSEMENT OF PROPERTY TAX FOR INTERSECT BIBLE CHUCH AT 916 GARLAND STREET.**

**15. ADJOURNMENT**

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

**Public Safety Committee Meeting  
March 29, 2022**

The Public Safety Committee met Tuesday, March 29, 2022, at 6:15 pm via live attendance and Zoom Conferencing in the City Hall Conference Room, 17 S. 8th. Present were Committee Members Roxanna Brush, Kathy Wilcox, and Ken Gardner. Absent was: Committee Member Chris Grenz. Also present were: Police Chief Doug Colombik, Fire Chief Branden Stevens, Dispatch Supervisor Lyne Anderson, Battalion Chief Sarah Lewin, Fire Captain Taran Harbaugh, Firefighter Brad Davis, Dispatcher Keli Anderson, Building Inspector Eric Gilmore, Council Member Dwayne Andrews, Local 600 President Casey Miller and HR Officer/Recorder Linda Wilkins.

Chairperson Brush called the meeting to order.

**1. Request of Citizens**

**2. Staff Comments**

Supervisor Anderson reported to the committee that she would be meeting with Dawson County regarding there a partial consolidation of their dispatch center with Miles City. She believes that it will be a full consolidation in 10 months to a year.

**3. Committee Member Comments**

**4. Review and Recommend - completion of the Phase II work on the MCPD, including recommending a structural engineer, from a list currently on retainer with the City, to assess and recommend work needed to resolve settling and bat issues at the facility.**

*\*\*Committee Member Wilcox moved to obtain a structural engineer for the completion of Phase 2 work on the MCPD station and cost to full council, seconded by Committee Member Gardner.*

There was discussion concerning the bat issue and moving onto Phase II. Nathan Jewell is currenting working on the brick work in the upstairs area of the building, once this work is competed it should help with the bat problem. There was concern regarding possible settling of the building, the Mayor commented that there are no issues with the foundation of the building. Building Inspector Gilmore commented he saw no indication of settling or structural problems, if people where moved upstairs then a structural engineer would be needed and the foundation strengthened.

*The motion passed 2-1, with Committee Member Gardner voting nay.*

**5. Review and Recommend priorities for Fire Hall urgent repairs & upgrades; complete Fire Hall repair and upgrade priorities by Oct 31, 2022 and recommend an architectural firm and an engineering firm from a list of firms currently on retainer with the City. (this is a back-up plan for the Fire Hall, in case the larger, more expensive plan Branden has been telling us about is not approved by Council and/or the public).**

*\*\*Committee Member Wilcox moved to obtain priorities for Fire Hall urgent repairs & upgrades; complete Fire Hall repair and upgrade priorities by Oct 31, 2022 and recommend an architectural firm and an engineering firm from a list of firms currently on retainer with the City, seconded by Committee Member Wilcox.*

Fire Chief Stevens updated the committee:

- All information previously presented to Council has indicated the current unsafe condition of the fire station. The cost of the repairs to bring the current fire station up to code would be approximately \$5 million. The lives of individuals working in the building are at stake. Due to the current condition of the building he has instructed command staff to move everything out of the west end structure of the building. Building Inspector Gilmore commented he has reviewed the prior reports and looked at the building, the mold in the building is extensive, there is evidence of electrical fires, the structural studs are molding, concrete is heaving; it is unsafe for the fire department to be operating out of the building.
- The approximate timeline to complete a new building is 18-24 months.
- The removal of the equipment will affect response time and service.
- The PAR is currently being completed by the architect, which will be presented to Council. He working with Senators Daines and Tester to secure a 40-year low interest USDA loan and 35% USDA match grant. There will need to a mil levy increase presented to voters on the November 8, 2022 ballot. A smaller building has reduced cost to \$5.7 million a more realistic figure would be \$6.5 million.

*There was no action on the motion, the motion died.*

**6. Recommend to Full Council a resolution to authorize announcement of a request for bids of baiting, trapping and removal of nuisance pigeon population.**

*\*\*Committee Member Wilcox moved to recommend to Full Council a resolution to authorize announcement of a request for bids of baiting, trapping and removal of nuisance pigeon population, seconded by Committee Member Gardner.*

Chief Colombik stated there is currently an individual that comes up from South Dakota to trap pigeons, but it would be good to have someone on a consistent basis.

*The motion passed unanimously 3-0.*

**7. Discuss and recommend ordinance to make texting and driving in Miles City illegal.**

*\*\*Committee Member Wilcox moved to recommend an ordinance to make texting and driving in Miles City illegal, seconded by Committee Member Gardner.*

Chief Colombik stated he could look at some model policies to review with Council, the city had attempted to do this before in 08 or 09 and it didn't pass, also it is difficult to enforce. The Mayor commented it should follow what the state does.

*The motion passed unanimously 3-0.*

**8. Adjournment**

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

The meeting was adjourned at 7:23 p.m.

## **ORDINANCE NO. 1353**

### **AN ORDINANCE AMENDING SECTIONS 20-39 AND 20-41 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY PERTAINING TO SIDEWALK CONSTRUCTION AND PUBLIC WORKS STANDARDS**

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

**Section 1.** Sections 20-39 and 20-41 are amended to read as follows:

**Sec. 20-39. - Public works standards adopted.**

The City of Miles City hereby adopts and incorporates by reference the most recent Montana Public Works Standard Specifications, a copy of which shall be on file with the city clerk.

**Sec. 20-41. - Construction of sidewalks and driveways.**

- (a) Permit. Any person who wishes to construct a sidewalk must first obtain a building permit from the city operations office.
- (b) Grade. Grade for sidewalks shall not exceed one-quarter inch (1/4") per foot, sloping toward the street. Grade for driveways shall not exceed one and one-half inch (1.5") per foot, sloping toward the street or alley.
- (c) Sidewalk Location. The first person to construct a sidewalk on any one block shall establish the location. There are two locations which are acceptable to the city:
  - (1) A six-foot sidewalk one foot outside the property line.
  - (2) A six-foot sidewalk adjacent to the curb. Curb sidewalks are not allowed on arterial streets because they interfere with snow removal.
- (d) Width. All city sidewalks must be six feet wide.
- (e) Areas where construction required. All persons who reside within a six-block radius of a church, school, convenience store or supermarket shall construct a city sidewalk.
- (f) Variances. Any person who wishes a variance in size, grade, or location of a city sidewalk or driveway shall obtain a variance from the Board of Appeals.

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

Said Ordinance read and put on its passage this 26<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**FINALLY PASSED AND ADOPTED** this 10<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**ORDINANCE NO. 1354**

**AN ORDINANCE REPEALING SECTION 23-37 AND 23-80 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, AND ENACTING A NEW SECTION 23-2 REGARDING "ADMINISTRATION RULES OF THE CITY OF MILES CITY WATER AND SEWER SERVICES, ACCOUNTS, DELINQUENCIES AND TERMINATION"**

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

**Section 1.** There is hereby enacted a new Section 23-2, entitled *Administrative rules*:

23-2. – Administrative Rules. There is hereby adopted the “Administrative Rules and Regulations of the Public Utility Department of the City of Miles City.” Said rules apply to Articles II and III, below. The City Council is authorized to make amendment to said administrative rules by passing a resolution, following a public hearing, and depositing the updated administrative rules with the office of the City Clerk.

**Section 2.** City Code Sections 23-37 and 23-80 are hereby repealed.

**Section 3.** This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 26<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**FINALLY PASSED AND ADOPTED** this 10<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

Exhibit "A" to Ordinance 12771354

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

**1.0 General**

1.1 Intent and Purpose. The intent and purpose of these rules and regulations is to provide the residents of the City with efficient and economical water and sewer service, and to clearly establish a policy for providing these services to the users (customers) of this system.

1.2 Authority. These rules and regulations are enacted pursuant to the authority granted the City under Montana codes and City of Miles City municipal codes and administrative rules. These include **MCA 7-13-4304-4313**

1.3 Reference. Also applicable is the Miles City Code- **Ch. 23 Articles II and III.**

1.4 Jurisdiction. The jurisdictional area of these rules and regulations shall include all areas within the corporate city limits, and any other locations where users are provided water or sanitary sewer service by the City of Miles City.

1.5 Application. These rules are hereby made part of a Contract with every customer which is provided water and sewer service. Every customer making application for such service or accepting such service, shall be bound by the rules herein.

1.6 Access. Access to a customer's premise is authorized at all reasonable hours by City staff to all parts of the building or premise where water is delivered or sewer service is provided for the purpose of inspecting the condition of pipes and fixtures, servicing the meter, monitoring, or turning on or off water or sewer service. Notice shall be given for such access, except notice will not be required in an emergency situation.

1.7 Payment for Service. Montana law prohibits a municipality from providing water or sewer service to anyone without receiving payment for such service.

**2.0 Agreements and Notices**

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

- a. **Customer Information Sheet** - Required of all customers when they request service.
- b. **Contract For Services** - Required of all customers when they request service.
- c. **Seller or Landlord Rental Agreement Form**- Required by all real property owners who are selling property on a contract, and any landlords who own and rent real property, if they wish the City to bill the purchaser, tenant.
- d. **Agreement For Payment Of Past Due Accounts (Contract)**- Required when full payment of a delinquent amount cannot be made immediately.
- e. **Past Due Notice Letter**- Letter a customer will receive when their account is past due 60 days or more.
- ef. **Final Disconnect Notice**- A forty eight hour door hanger notice issued to the customer for failure to bring account current ~~after the initial Past Due Notice Letter was issued within 10 days of the past due date.~~
- fg. **Termination Notice**- A notice of no contract for water/ sewer services with the City of Miles City. This is a forty eight hour notice hung on the door of the residence.



- gh. **Water/Sewer Shut off Notification Letter-** Mailed to the Seller or Landlord of a property that has been disconnected for non-pay, following the Final Disconnect Notice issued to tenant.
- hi. **Request for ACH Payment Form-** Required of all customers whom wish to participate in the ACH payment option which the City of Miles City provides.  
In addition to Agreements a and b above, all appropriate hookup, connection, and turn on fees must be paid prior to commencing service.

### **3.0 Service Lines**

The following items pertain to the water and sewer service lines:

- a. The customer shall own both the water and sewer service lines in their entirety, from the point-of-usage to the City water curb stop and to the sewer main. The customer shall keep their service lines in a good state of repair.
- b. The City shall own from the curb stop to the water main and the meter and associated meter readouts. The user shall provide an acceptable location for and easy access to the meter.
- c. All other appropriate administration rules and City ordinances shall apply, including those relating to excavation in the streets, asphalt and concrete surface repairs, bonding for plumbers and excavators, and sewer use.
- d. All taps on City water mains shall be made by the City.
- e. All sewer taps shall be by a licensed plumber.
- f. All excavation shall comply with OSHA regulations and City SOP #91.0900.
- g. All water and sewer service materials and methods of installation shall comply with the Uniform Plumbing Code.
- h. All excavation and installation or repairs to service lines shall be inspected by the City prior to covering them.
- i. Access is to be provided to the meter and meter readout at all times.
  - j. If the curb stop does not work or is not accessible, it shall be repaired at the earliest convenience to an operating condition or relocated to where it is accessible. This is the responsibility of the City.
  - k. The customer shall be responsible for all damage and necessary repair to the water and sewer service lines and for any resulting property damage from leaks or breaks of these lines. No claim shall be made against the City due to any damage resulting from the water or sewer service lines, or for any failure to provide water or sewer service.
  - l. If a leak is found in the street and is doubtful whether the water is from the City main or the customer service line, the City will determine where it is from. This may involve excavation to the leak. If the leak is found to be from the main, or service line to the curb stop, the City will make all repairs but if it is found to be the service line, after the curb stop, the customer will be notified immediately and must take charge of the excavation, repair the leak, replace the street and be responsible for all damages which may result. If the customer does not make the repairs at once, the City will proceed and bill all labor, equipment and materials against the property. In the event that this bill is not paid, it shall be handled per Sections 5.0 and 6.0 of this rule.

### **4.0 Landlord/Tenant**

The seller or landlord, as the owner of the real property receiving service, has the ultimate responsibility for the payment of charges for water and sewer services to a property. The City will bill the tenant for these services provided the **Seller or Landlord Rental Agreement Form** has been properly completed by the seller or landlord. The purchaser or tenant must sign a Contract for Service and make a deposit, or adequate letter of credit or reference, pursuant to Section 7.0, if they are to be billed.

The final bill for all purchasers or tenants will be sent in care of the seller or landlord. The seller or landlord will then have thirty days to pay the final bill, and all past due charges left by purchaser or tenant. If charges are not paid on the service address that the charges were accrued the process in Section 5.0 will then be followed.

## 5.0 Delinquencies

Water bills are sent out the first week of each the month and payment is due the first business day of the following month. Payment for water and sewer charges are due when billed and become delinquent after 30 days from the date of the bill.

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~~Due dates are printed on the bill. Payments not received in the Utility's Billing office on or before the due date are late. At 30 days past due (60 days from the billing date), a Past Due Notice will be sent to the customer, as well as the seller or landlord, if a Seller or Landlord Rental Agreement Form has been signed. This notice will be sent out by regular first class mail. The notice shall state the amount due, and that services will be terminated if payment is not received by the due date, which is within 10 days of the letter's dated postmark. A written agreement (no verbal holds) for payment may be made with the City Water/Sewer department's office before said disconnection date to prevent termination of service.~~

~~The shut off date is printed on the bill and will be 10 days after the due date. Bills not paid by the shut off date on the bill will be disconnected and disconnection/reconnection fees will apply. If payment is not received within the 10 day period, a door-hanger **Forty Eight Hour Final Notice Door Hanger** will be delivered in person to the account holder, or posted in a prominent place at the property receiving service (and if the customer at said property is a tenant, a copy will be mailed to the landlord), stating the account is past due and subject to disconnection, terms of the **Past Due Notice** were not met prior to disconnect date. Service will be disconnected forty eight hours after the shut off notice hanger is delivered. The notice shall state the date shut off is scheduled, the total balance due (which includes all amounts which have been billed, regardless of whether such amounts have become delinquent or not), any deposit which is required on the account pursuant to Section 7.0, a \$20.00 late payment penalty fee, and shall state the total amount due. The \$20.00 penalty fee will be charged to the account the day after the payment due date. **Past Due Notice** states payment is due. **Services will not be disconnected for nonpayment on Fridays or the day before an observed holiday.** Penalty fees apply to tenant only and will not be passed on to the landlord of the property. Service will then be terminated unless payment is received or an **Agreement for Payment of the Past Due Account** form is arranged between the City and the customer and or landlord.~~

Once service is disconnected for non-pay, a \$35.00 Re-Connect Fee, pursuant to Section 6.0, will be added to total amount due. Re-connect fees apply to the customer only, and will not be passed on to the landlord of the property in the event the customer is a tenant.

A customer has the option to make payment arrangements with the City for past due amounts through an **Agreement for Payment of Past Due Accounts** form, so long as service has not yet been disconnected. If the customer has a \$20.00 late payment penalty fee, or a deposit required on their account, this amount must be paid before making the written agreement for payments, and may not be added into the amount to be repaid pursuant to the agreement. Payment plans shall not exceed 6 months unless approved as discussed under Section 10.0. When a delinquent amount is being paid off over time, the current bill must be paid by its due date, or the service shall be disconnected without further notice. The monthly payments shall be at least \$20 per month plus the current bill. If payments under the **Agreement for Payment of** 1354 Ordinance Attachment Water Sewer Administrative Rules 2022.docx Ord 1277354 EXHIBIT A water sewer policy final (Revised).docx Ord 1277 EXHIBIT A water sewer policy final

**Past Due Accounts** are not honored by the customer, services will be terminated without further notice. Once service is terminated, it will not be restored until the entire balance is paid, along with Re-Connect Fee pursuant to Section 6.0, and a deposit in the amount required pursuant to 7.0, of the Administration Rules of the City of Miles City. Customer must be actual account holder/ or spouse to make arrangements using this form.

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

Payments must be made to City Hall water department. Payments will not be accepted by field staff.

As allowed by **MCA 7-13-4309**, a delinquent water or sewer charge may become a tax lien upon the real property, at the discretion of the City. The City may utilize a collection agency to recover past due amounts as they deem appropriate. Properties which receive services through a water or sewer district agreement with the City may have delinquent amounts charged to the district, at the discretion of the City, and if allowed under such agreement.

Any other bill regarding water or sewer services, such as a turn-on or turn-off fee or repairs, may be handled in the above manner relating to water or sewer service.

#### **6.0 Discontinuation of Service**

Disconnections may include shutting off the curb stop and/or as allowed by **MCA 7-13-4309** delinquent water or sewer charges may become a tax lien upon the real property, at the discretion of the City. The City may utilize a collection agency to recover past due amounts as they deem appropriate.

A **Termination Notice** will be hung on a residence door, if the City does not have a current contract for service. This notice prompts the new resident to come sign up for new service with the City Water Department.

If Water/Sewer Services are terminated due to non-pay, a \$35.00 Re-connect Fee will be charged as well as the entire past due balance stated in Section 5.0, and additional deposits required pursuant to Section 7.0. The \$35.00 Re-connect fee and all other charges must be paid before service is turned back on.

Service shall be discontinued if payment is not received prior to the shutoff date, unless an Agreement for Payment is made within the time frames established in Section 5.0. Service may also be discontinued immediately as stated in Section 9.0 for violation of any unlawful acts.

A 10-day notice for disconnection may be given for failure of a customer to maintain his water or sewer service line or other appurtenances in good repair, provided the notice describes the deficiency that the customer must rectify.

The City also reserves the right to temporarily shut off water service at any time without notice for the purpose of making repairs or extensions to their system.

#### **7.0 Deposits**

An initial deposit of \$150.00 will be assessed for new accounts. This initial deposit may be waived by the City, at its discretion, if adequate evidence of creditworthiness is provided to the City, in the form of references or a letter of credit. Such reference or letter of credit must clearly establish a history of timely payments over the past 12 month period of water or sewer services, other utilities, or payments for other similar service or obligation which is billed and paid on a recurring monthly basis. This deposit will be held for not less than a period of one year. If, during the 12 month period following the payment of the deposit called for herein, if all payments are made within 30 days of the billing date, the deposit on file will be applied to the latest bill, or applied to final bill if service is disconnected prior to 12 months following the date of deposit. Any amount remaining after the final bill is paid shall be refunded.

A purchaser or tenant's deposit will be applied to final bill for the address they are moving out of. If the tenant is signing up for a new address a new deposit will be required. Any remaining credit balance after final bill is paid will be refund to tenant. The same procedure shall apply to a purchaser who is surrendering property which was being purchased.

If service has been disconnected and finalized, meaning the previous hundred and fifty dollar deposit has already been applied to the account, a \$200.00 minimum deposit shall be required to have services restored, as well as all past due balances, and all applicable fees paid in full. If a deposit is required after the termination of service a second time, and the deposit has already been applied to the account, the minimum required deposit shall be \$250.00.

If a customer becomes delinquent and receives a **Forty Eight Hour Final Notice**, the customer is required to bring any existing deposit amounts, including grandfathered deposit amounts, up to the current deposit amount required under this policy to prevent shutoff. By way of example, a customer who has a \$50.00 deposit on file (a grandfathered deposit amount), or a deposit which has been waived by reason of the customer having provided adequate references, would be required to bring the deposit amount on their account up to \$150.00 in order to prevent shutoff once a **Forty Eight Hour Final Notice** has been issued. Failure to bring an account deposit up to current amounts pursuant to this provision will result in water being shut off, even if all other amounts due, including penalties, have been paid.

No interest will be paid on deposits.

#### **8.0 Turn-on/Turn-off**

Services can be turned on or off by the City upon request should the home or building be temporarily vacant, snow birds, or repairs needed or as allowed under Section 6.0. These accounts must be paid in full, according to and following the regular billing schedule, to turn services back on. There are no fees to turn-on/ turn-off for the initiation of service or because repairs are needed if it is during normal business hours. After hour call outs for service will be billed to customer. If service is shut off for non-pay as stated in Section 5.0, there is a \$35.00 Re-connect Fee.

Only the City may operate the curb stops. The City will not be liable for any damage to persons or property that may result by turning on or off a service.

#### **9.0 Unlawful Acts**

Unlawful acts include:

- Violation for noncompliance with any applicable federal, state or local laws, rules or regulations.

1354 Ordinance Attachment Water Sewer Administrative Rules 2022.docxOrd-1277354 EXHIBIT-A water-sewer policy final (Revised).docxOrd-1277-EXHIBIT A water sewer policy final

- Unauthorized tampering with the meter, curb stop, or other part of water or sewer service line.
- Non-compliance with the sewer use ordinance.
- Maintaining a cross connection or allowing the entry of non-potable water into the City water system.
- Failure to fulfill contractual obligations for service.
- Failure to permit reasonable access to the meter, curb stop or other equipment or areas of the premise related to water or sewer service.
- Extending water or sewer service to another building or location without receiving permission.
- Intentionally damaging or breaking the seal on a meter.
- Operating the curb stop, or making any change in the water or sewer service connection without permission of the City.

Service may be discontinued immediately upon committing an unlawful act. The penalty for committing an unlawful act includes the turn-on fees and deposits discussed above or any other recourse allowed the City under state and local laws, rules or regulations.

#### **10.0 Appeals**

If a customer wishes to appeal any decision relating to water or sewer service, they must make this appeal in writing and present it to the City Clerk. Water/ Sewer Department Appeal Forms are available in the Finance or Water/Sewer Department. Once the Appeal Form is returned to the City Clerk, meeting will be scheduled at all parties' earliest convenience. The Clerk, in consultation with the Mayor, Utilities Director, and Utility Billing Clerk will make an initial determination on the appeal. These findings will be recorder on the Water/ Sewer Department Appeal Findings Form. If the customer is not satisfied with the response, (findings of the appeals committee), they may appeal their issue to the Finance Committee of the Council.

Similarly the City Clerk, in consultation with the Mayor, Utilities Director, and Utility Billing Clerk may make other reasonable terms for payment of a past due account should the procedures outlined above not be sufficient. They may extend the agreement for payments up to an additional 90 days. Any extension past 3 additional months shall be approved by the Finance Committee as a special hardship case. Any forgiving of an amount owed shall also be by the Finance Committee. If the matter goes to the Finance Committee, the customer shall attend the meeting if requested.

The appeals process shall not extend any deadlines for termination of service or making payments. Therefore all required payments must be made during the appeal process.

There may be only one appeal of an overdue balance on an account and no appeal for failure to make timely payments.

#### **11.0 Payment Types**

The City of Miles City accepts four types of payments. Cash, Check, Credit Card, or ACH (Automatic Withdraw Payment). Payments by Cash or Check can be mailed to the city, brought into office or placed in either two drop boxes for payment's, one is located on the outside driveway of City Hall, and one at Albertsons grocery store. Credit card payments can be made in office, by phone, or online at the City's website. ACH payment arrangements can be made with the City of Miles City, by filling out a **Request** 1354 Ordinance Attachment Water Sewer Administrative Rules 2022.docxOrd 1277354 EXHIBIT A water-sewer policy final (Revised).docxOrd 1277 EXHIBIT A water-sewer policy final

for ACH Payment Form. ACH payments will be that of the monthly utility amount due on the customer's account. It will be automatically withdrawn from the customer's Checking or savings bank account each month.

## **12.0 Bulk Water**

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

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

A billed invoice will be due 30 days from the bill date. After that date the bill will be delinquent and a past due notice invoice will be sent. The customer then has 30 day from the delinquent notice bill date to make payment in full. If a bill goes unpaid for 30 days after the delinquent notice date, a \$150.00 Deposit will be required. The deposit must be placed on the account prior to the customer being allowed to make any further bulk water fills. This deposit along with the full amount due from bill must now be paid in full before any more bulk water is sold to customer. This deposit will be held for not less than a period of one year. If, during the 12 month period following the payment of the deposit called for herein, if all payments have been made within 30 days of the billing date, the deposit on file will be refunded.

## AGREEMENT FOR PAYMENT OF PAST DUE ACCOUNTS

Commented [DR1]: Looks good

CUSTOMER: \_\_\_\_\_

LANDLORD: \_\_\_\_\_ LANDLORD ADDRESS: \_\_\_\_\_

SERVICE LOCATION: \_\_\_\_\_

ACCOUNT: \_\_\_\_\_

I agree to pay the PAST DUE balance of \$ \_\_\_\_\_ on the above account number as follows:

1. Payment in FULL on OR before \_\_\_\_/\_\_\_\_/\_\_\_\_
2. Making payments as per specified dates below.

❖ In addition to a portion of the PAST DUE balance; I agree to pay the current balance of my account by or on the due date of the current monthly bill.

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

\_\_\_\_/\_\_\_\_/\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ (\_\_\_\_) \_\_\_\_/\_\_\_\_/\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ (\_\_\_\_)  
\_\_\_\_/\_\_\_\_/\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ (\_\_\_\_) \_\_\_\_/\_\_\_\_/\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ (\_\_\_\_)

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

CUSTOMER SIGNATURE: \_\_\_\_\_ Phone # \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

IF SERVICE IS **TERMINATED**, THE CUSTOMER WILL BE RESPONSIBLE FOR THE **ENTIRE AMOUNT DUE INCLUDING A RECONNECT FEE OF \$35.00, PLUS A DEPOSIT** in the amount required pursuant to 7.0 of the **Administration Rules of the City of Miles City.**

A COPY OF THIS AGREEMENT WILL BE SENT TO YOUR LANDLORD.

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

## SELLER / LANDLORD RENTAL AGREEMENT FORM CITY OF MILES CITY

Date: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Work #: \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

I, \_\_\_\_\_, owner of the below mentioned property/ies, request the City of Miles City to bill my tenant/ s for City Utility services.

I understand that the City will not begin or continue billing my tenant/s until the City has received this written request, as well as a signed Contract for Services, and deposit received by the tenant. I also understand that the City will read the meter at the earliest opportunity upon receiving a contract from a new tenant. The termination date for my account will be the date the meter is read.

I do hereby acknowledge that as the property owner, I am responsible for the water and sanitary sewer charges on the bill not paid by the tenant. Further, I understand the following tenant billing policy and my responsibilities as owner of the below listed property/ies:

- Water and Sewer charges remaining from any prior renter must be paid 30 days after the tenant has moved out. If charges are not paid in the 30 days following final bill, the termination process in Section 5.0 of the, **Administration Rules of the City of Miles City Water and Sewer Services, Accounts, Delinquencies and Termination**, will be followed, and any past due amounts pertaining to the property may be treated as public information and be released to third parties upon request.
- Penalty fees and Re connect fees apply to tenant only and will not be passed on to the landlord.



- If a tenant defaults on an **Agreement for Payment of Past Due Accounts** form, the remaining past due balance will be the landlord's responsibility. Landlord will receive a copy of the **Agreement for Payment of Past Due Accounts** form tenant signs.
- Unpaid water/ sewer charges will become a tax lien against the property. **MCA 7-13-4309**
- Owner is responsible to notify the City of any changes in billing. If a tenant contacts the City to request a final bill, the account will automatically revert back to the owner's name.
- The owner will receive duplicate copies of delinquent notices whenever the tenant's account is overdue.
- Owners that have managers/agents managing the property must have a letter on file with the City authorizing that individual to make decisions for that property. Without that authorization the City will only work with the owner.

Rental Address: \_\_\_\_\_ Rental Address: \_\_\_\_\_

Rental Address: \_\_\_\_\_ Rental Address: \_\_\_\_\_

Rental Address: \_\_\_\_\_ Rental Address: \_\_\_\_\_

Owners Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **~~Past Due Notice Letter — Current Resident~~**

City of Miles City  
Water and Sewer Department  
PO Drawer 910  
Miles City, MT 59301  
Phone: 406-234-3462

Date

Customer Name

Address

City/State/Zip

Account Number

Past Due Account Notice

~~Payment of your water and/or sewer account at (Service Address) is 60 or more days past due. We are required to disconnect your utility service on (Disconnect date), unless the past due amount of (Amount due) is paid before that date.~~

~~If payment is not received or written arrangements made with our office, prior to the above (Disconnect date) services will be terminated. At that point the entire balance of the account, (Total Amount) will be due. In addition to said amount, a \$20.00 late payment penalty fee, and a \$35.00 re-connect fee shall be required. A deposit in an amount between \$150.00 and \$250.00 pursuant to Section 7.0 of the Administrative Rules of Miles City shall also be required.~~

~~The City accepts credit card payments through [paygov.us.com](http://paygov.us.com) or through a link on the City of Miles City website, [miles-city-mt.org](http://miles-city-mt.org). You can also pay by phone at 1-866-480-8552, or in the City Water Department office at City Hall. A convenience fee will be assessed to each transaction made using your card.~~

By Order of

City Clerk

(This is now a door hanger)  
**Final Disconnect Notice**

City of Miles City  
Water and Sewer Department  
PO Drawer 910  
Miles City, MT 59301  
Phone: 406-234-3462

Customer Name \_\_\_\_\_  
Service Address \_\_\_\_\_

Date : \_\_\_\_\_

Account# \_\_\_\_\_

A **Past Due Notice** was sent to you on \_\_\_\_\_ by mail, warning you that your water/sewer account was past due, and that your services would be terminated on \_\_\_\_\_ unless terms of the notice were met prior to disconnect date.

Terms of that notice have **NOT** been met, therefore your water/ sewer service at the above referenced service address will be discontinued on \_\_\_\_\_ @ \_\_\_\_\_ unless payment (Total Due listed at bottom of page) is received by, or written arrangements made with, our office.

**WE WILL ACCEPT CASH, CREDIT CARD, OR MONEY ORDER ONLY!!!!**

A \$35.00 Re-Connect Fee will be added if service is terminated. Any other costs incurred during the termination of utility service will be the responsibility of the property owner and will be due before service is continued. The City accepts credit card payments through [paygov.us.com](http://paygov.us.com) or through a link on the City of Miles City website, [miles-city-mt.org](http://miles-city-mt.org). You can also pay by phone at 1-866-480-8552, or in the City Water Department office at City Hall. A convenience fee will be assessed to each transaction made using your card.

Balance Due \$ \_\_\_\_\_

Penalty Fee \$20.00

Deposit Due \$ \_\_\_\_\_

**Total Due \$** \_\_\_\_\_

By Order Of  
City Clerk

**Past Due Notice Letter – Seller / Landlord**

City of Miles City  
Water and Sewer Department  
PO Drawer 910  
Miles City, MT 59301  
Phone: 406-234-3462

Date

Customer Name  
Address  
City State Zip

Account Number

Past Due Account Number

Payment of your water and/ or sewer account at (Service Address) is ~~60 or more days~~ past due. We are required to disconnect utility service to the property on (Disconnect date), unless the past due amount of (Amount due) is paid before that date.

If payment is not received or written arrangements made with our office prior to (Disconnect Date), services will be terminated. Please note that our office will hang a 24 hour disconnection notice on the door of the above listed service address, as to notify the current resident.

A \$20.00 late payment penalty fee will be assessed to the account on (Disconnect Date), and a \$35.00 re-connect fee will be assessed if services are terminated. A deposit in an amount between \$150.00 and \$250.00 pursuant to Section 7.0 of the Administrative Rules of Miles City shall also be required.

The City accepts credit card payments through [paygov.us.com](https://paygov.us.com) or through a link on the City of Miles City website, [miles-city-mt.org](https://miles-city-mt.org). You can also pay by phone at 1-866-480-8552, or in the City Water Department office at City Hall. A convenience fee will be assessed to each transaction made using you card.

By Order of

City Clerk

(Letterhead)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

City Clerk  
City of Miles City

(Letterhead)

## Water/Sewer Shut off Notification Letter

Dear Seller / Landlord,

You are hereby notified that your purchaser / tenant at (Service Address), (Tenant Name), was shut off for non-pay on (Shut off date). After applying the deposit on the account, (The remaining balance is (Balance).

1354 Ordinance Attachment Water Sewer Administrative Rules 2022.docxOrd 1277354 EXHIBIT A water sewer policy final (Revised).docxOrd 1277 EXHIBIT A water sewer policy final

Please note your tenant has 30 days to pay the balance in full on this account, and restore services. If payment is not made, as per the Seller / Landlord Rental Agreement, we will finalize the account and the balance will become your responsibility. All balances must be paid before water/sewer services are restored to above listed property.

If you have any questions or need further clarification, please feel free to contact me at 406-234-3462.

City Clerk  
City of Miles City

Formatted: Left

## Request for ACH Payment Form

Customer Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_ Checking \_\_\_\_\_ Savings \_\_\_\_\_

Each customer must provide the bank name, bank routing number and bank account number.

Customer's Name Street Address City, State, ZIP		Check No. 00403
PAY TO THE ORDER OF _____		\$ _____
_____ Dollars		
Bank Name Street Address City, State, ZIP		
⑆044204224⑆ 02999999999⑆00403		
This is the location of the 9 digit Transit Routing Number for your Bank.		This is where you will find your account number.

1354  
police

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

For Water/Sewer Department use only:

Customer Name: \_\_\_\_\_ Start Date of ACH: \_\_\_\_\_

Account Number: \_\_\_\_\_

Service Address: \_\_\_\_\_

(Letterhead)

### Water/ Sewer Department Appeal Form

Appeal Number# \_\_\_\_\_

Customer Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Service Address: \_\_\_\_\_ Account # \_\_\_\_\_

Appeal Subject/ Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



Appeal Findings:

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

Findings recorded by: \_\_\_\_\_  
(Please Print)

\_\_\_\_\_ Date: \_\_\_\_\_

City Clerk

**ORDINANCE NO. 1355**

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY ESTABLISHING REVISED LICENSE/PERMIT FEES.**

WHEREAS, the City of Miles City has determined that the existing license/permit fees in the City of Miles City require revision;

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

**Section 1.** Section 6-29, 6-37, 6-248, 6-249, & 6-294 of the Code of Ordinances of the City of Miles City are hereby revised to read as follows:

**“Sec. 6-29. – Payment of Fees; Refunds**

- (1) All license fees are payable in advance. Nothing in this article shall be construed so as to entitle a licensee to a refund of any portion of the license fee in the event of the discontinuance of the licensed business or the suspension or revocation of the license prior to the expiration of the period for which the fee has been paid. The license fee for conducting business under the provisions of this article shall be \$85 per annum.

**“Sec. 6-37. – Penalty for violation of article.**

- (1) Any person who violates the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine of \$500.00 or by imprisonment for a term not to exceed six months, or both for operating without a license.
- (2) City licenses that are not renewed by September 1<sup>st</sup> annually shall incur a late fee of twice the license fee required in each provision of this article.

- (3) Each day of failure to comply with the provisions of this division shall constitute a separate offense.

**“Sec. 6-246. - Definition.**

Home occupation means an income-producing activity within a home where there is no sign or display or other visible indication that would indicate from the exterior that the residence is being used in whole or in part for any other purpose than that of a dwelling, and which does not require the employment of any person outside the immediate family. Businesses which do not meet the foregoing criteria shall be required to obtain a proper zoning designation in order to carry on business at their home location.

**“Sec. 6-248. – Permit Generally.**

Applications for a home occupation permit shall be submitted to the city council on forms provided by the office of the city clerk, and the following procedure is hereby adopted:

- (1) The city council shall conditionally approve or disapprove a citizen's request based on all of the following four criteria:
  - a. Community customs.
  - b. Type of occupation and equipment needed.
  - c. Traffic generation.
  - d. Impact on the neighborhood.
- (2) The City Council must be petitioned at a regularly scheduled meeting by the petitioner for a home occupation prior to the establishment of a home occupation.
- (3) Fifty-one percent of the resident property owners within 250 feet must sign a petition stating that they approve of the planned home occupation activity before a permit will be considered by the City Council.
- (4) Permittees whose home occupation creates a greater demand than a normal residence on the City's water and sewer system, as determined by the Utilities Department, will upon issuance of this permit, pay the minimum commercial rate for sewer and water.

**“Sec. 6-249. – Permit Fee.**

The application and processing fee shall be \$85.00 per annum so long as the business continues to operate.

**“Sec. 6-294. – License fee; separate license required for each type of business.**

- (1) The license fee for the privilege of conducting the business of a pawnbroker or secondhand junk dealer under the provisions of this article shall be \$50.00 per annum.
- (2) Each of the three businesses specified in this article requires a separate city license.

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

Said Ordinance read and put on its passage this 10<sup>th</sup> day of May, 2022.

---

John Hollowell, Mayor

ATTEST:

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Mary Rowe, City Clerk

**FINALLY PASSED AND ADOPTED** this 24<sup>th</sup> day of May, 2022.

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John Hollowell, Mayor

ATTEST:

---

Mary Rowe, City Clerk

**ORDINANCE NO. 1356**

**AN ORDINANCE CHANGING THE ZONING OF LOTS 5-8 IN BLOCK 30 OF THE MILWAUKEE PARK ADDITION TO THE CITY OF MILES CITY FROM RESIDENTIAL A ZONE TO GENERAL COMMERCIAL ZONE, AND PROVIDING FOR A HEARING THEREON.**

**WHEREAS**, Eric Doeden has made application for the property described as Lots 5-8 In Block 30 Of the Milwaukee Park Addition to the City of Miles City, Montana, to be rezoned from mixed zones of Residential A to General Commercial zone;

**AND WHEREAS**, such property is situated within the city limits of the City of Miles City, Montana, and subject to the zoning jurisdiction of the City of Miles City;

**AND WHEREAS**, Section 24-96 of the Code of Ordinances of Miles City, Montana requires that such application be referred to the City Zoning Commission for public hearing and recommendation to the City Council prior to any action by the City Council upon such application;

**AND WHEREAS**, the Miles City Zoning Commission, on March 10, 2022, upon public hearing and deliberation, recommended to the City Council that such zoning change be approved.

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

**Section 1.** Zoning for the following described real property located within the City of Miles City, Custer County, Montana, is hereby rezoned from Residential A zone to General Commercial zone, and an updated zoning map shall be issued, to wit:

Lots 5-8 In Block 30 Of the Milwaukee Park Addition to the City of Miles City, according to the official plat and survey thereof on file with the Clerk and Recorder in and for Custer County, Montana.

**Section 2.** The City of Miles City Staff Report prepared as part of the review of this application, and attached hereto as Exhibit "A," is hereby adopted as Findings of Fact to support the Council's decision.

**Section 3.** Prior to final passage, a public hearing shall be held upon this proposed zoning change before the City Council at 6:00 P.M. on the 24<sup>th</sup> day of May, 2022, in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana.

**Section 4.** The City Clerk shall give notice of the date, time and place of such hearing by publication in the Miles City Star at least 15 days prior to the date of such hearing, as well as notice by certified mail at least 15 calendar days prior to such hearing to the applicant, landowner, and all adjoining property owners and owners of land within 150 feet of the subject property, containing all information required by, and in accordance with, MCA Sections 76-2-303 and 305, as well as Section 24-97 of the Code of Ordinances of Miles City, Montana.

**Section 5.** This ordinance shall be in full force and effect thirty (30) days after its final passage and approval.

Said Ordinance read and put on its passage this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**FINALLY PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

Miles City Zoning Committee

Staff Report

March 10, 2022

Zone Change Request

Eric Doeden has requested a change in the zoning designation from Residential A to General Commercial on property he owns at 1011 N. 6<sup>th</sup> St. in the Milwaukee Park Addition. The proposed zone change would make it possible for him to make the property somewhat useable- possibly to allow for the parking of RV's. Surrounding land uses include Residential to the north and to the west, and General Commercial to the east, and south of the property.

Finding of facts

The following is an evaluation of the zone change request under the criteria and guidelines for zoning regulations provided in Montana code Annotated 76-2-304.

1. Does the proposed zone change comply with the Miles City Growth Policy?

The Growth policy does not include a future land use map or other information designating the property for specific land uses or zoning designations.

The Growth Policy includes a statement that is applicable to this proposal:

"Zoning amendments shall consider the needs of the petitioner, neighboring property owners, and the greater community." (Zoning, p.36). In this case, the landowner (petitioner) has requested a change in zoning designation. No concerns have been voiced to date by neighboring property owners and a general commercial designation would result in another option for this property. Based on this information, the proposal generally complies with the 2008 Miles City Growth Policy.

2. Is the proposed zone change designed to secure safety from fire and other dangers?

The property would be served by city water with a fire hydrant one block west of the property, which would help with fire protection. The property is assessable by Highway 59 North. to the east of the property, and Tatro St. to the north of the property, and would provide adequate emergency access. Therefore, the proposal is generally designed to secure safety from fire and other dangers.

3. Is the proposed zone change designed to promote public health, public safety, and the general welfare?

The property is located in a designated floodplain and the property would have to be designed according to building codes and flood plain regulations. Therefore, the proposed zone change will have little impact on public health, safety or general welfare other than possibly providing more storage space, which could be considered a benefit to the public.

4. Is the proposed zone change designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public facilities?

Transportation – The property is served by two roads. Pedestrian traffic is available by a sidewalk to the east of the property and no bicycle facilities are available to the property.

Water and Sewer – Adequate city water and sewer are available.

Schools – School facilities are available to the surrounding properties.

Parks – Adequate parks are available to this property.

Other Public Requirements – Solid waste, mail delivery, and public utilities are available to this property.

Based on the above information, the proposed zone change is generally designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public facilities.

5. Does the proposed zone change provide reasonable provision of adequate light and air?

The proposed property is 0.273 acres in size, which is sufficient size to provide adequate light and air.

6. How would the proposed zone change effect motorized and non- motorized transportation systems?

As stated previously, adequate motorized vehicular access is available via two city streets. There is pedestrian traffic available by a sidewalk, but no bicycle facilities are available in the vicinity of the property.

7. Does the proposed zone change promote compatible urban growth and is it suitable for the proposed land use?

According to the map entitled, Miles City & Surrounding Jurisdiction Zoning Map (9/20/12), the zoning designation to the east and south is General Commercial Zoning and Residential Zoning to the west and north. Changing the zoning to General Commercial will allow for storage space to be included.

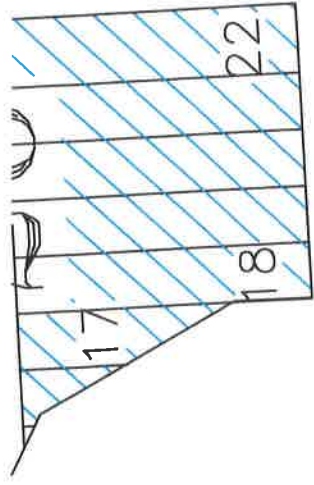
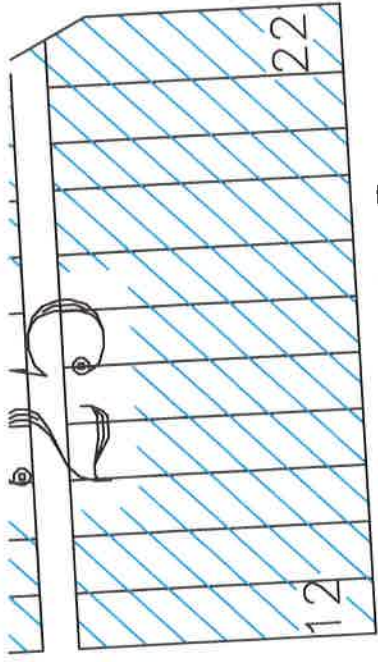
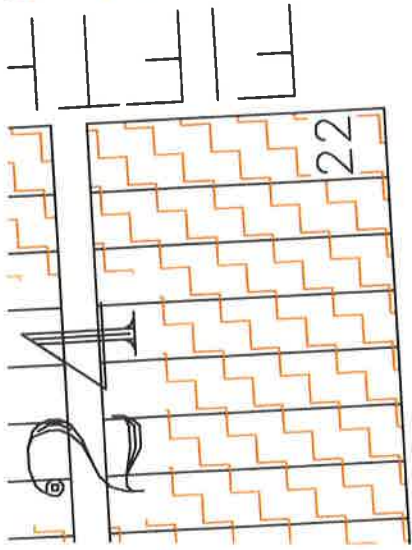
8. Would the proposed zone change conserve the value of building and encourage the most appropriate use of the land?

As stated above, this area contains a mixture of land uses, ranging from residential to General Commercial. Changing the zoning on the subject property to general commercial would continue this pattern and therefore encourage the most appropriate use of the land.

Recommendation:

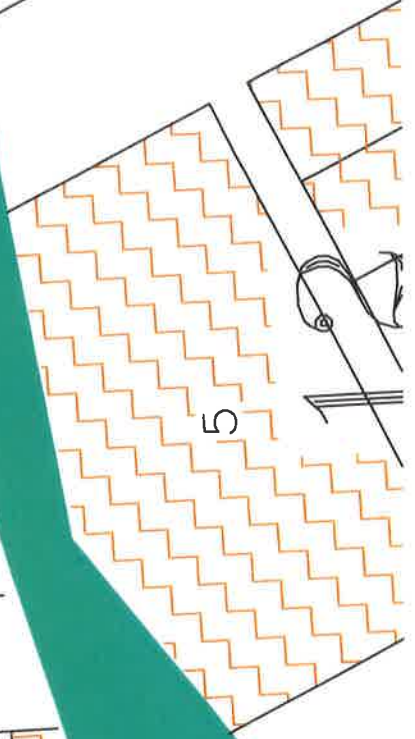
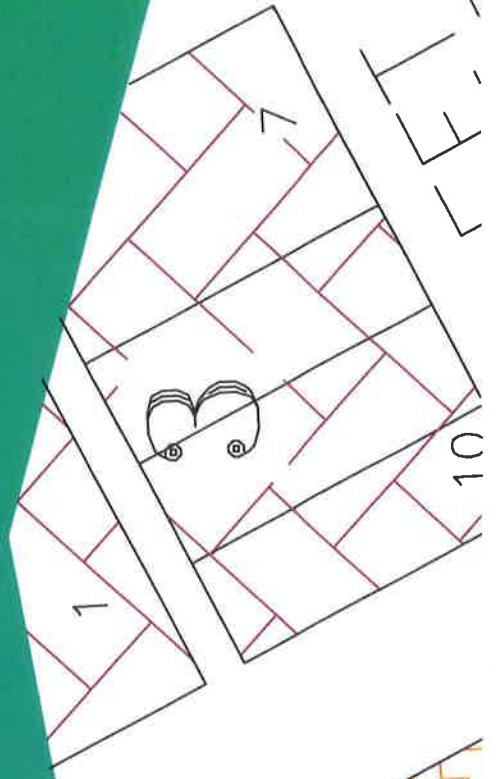
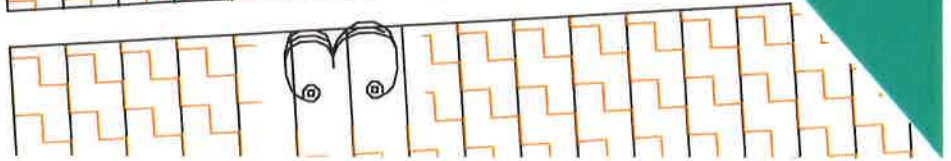
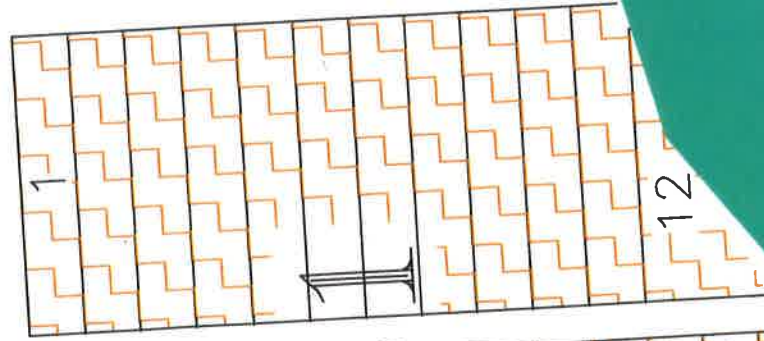
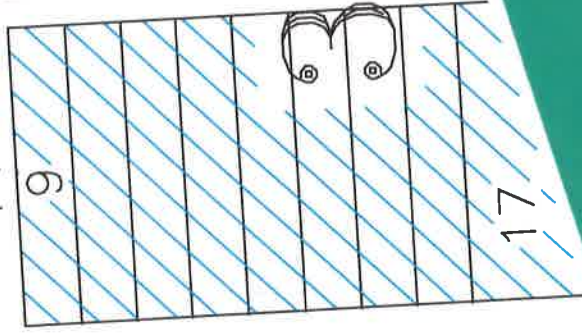
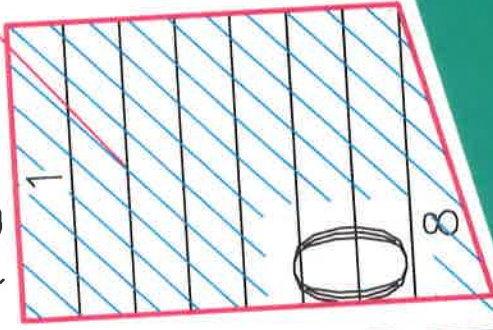
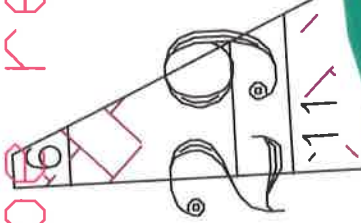
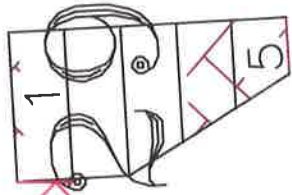
Adopt this report as findings of fact and recommend approval of the zone change to City Council.



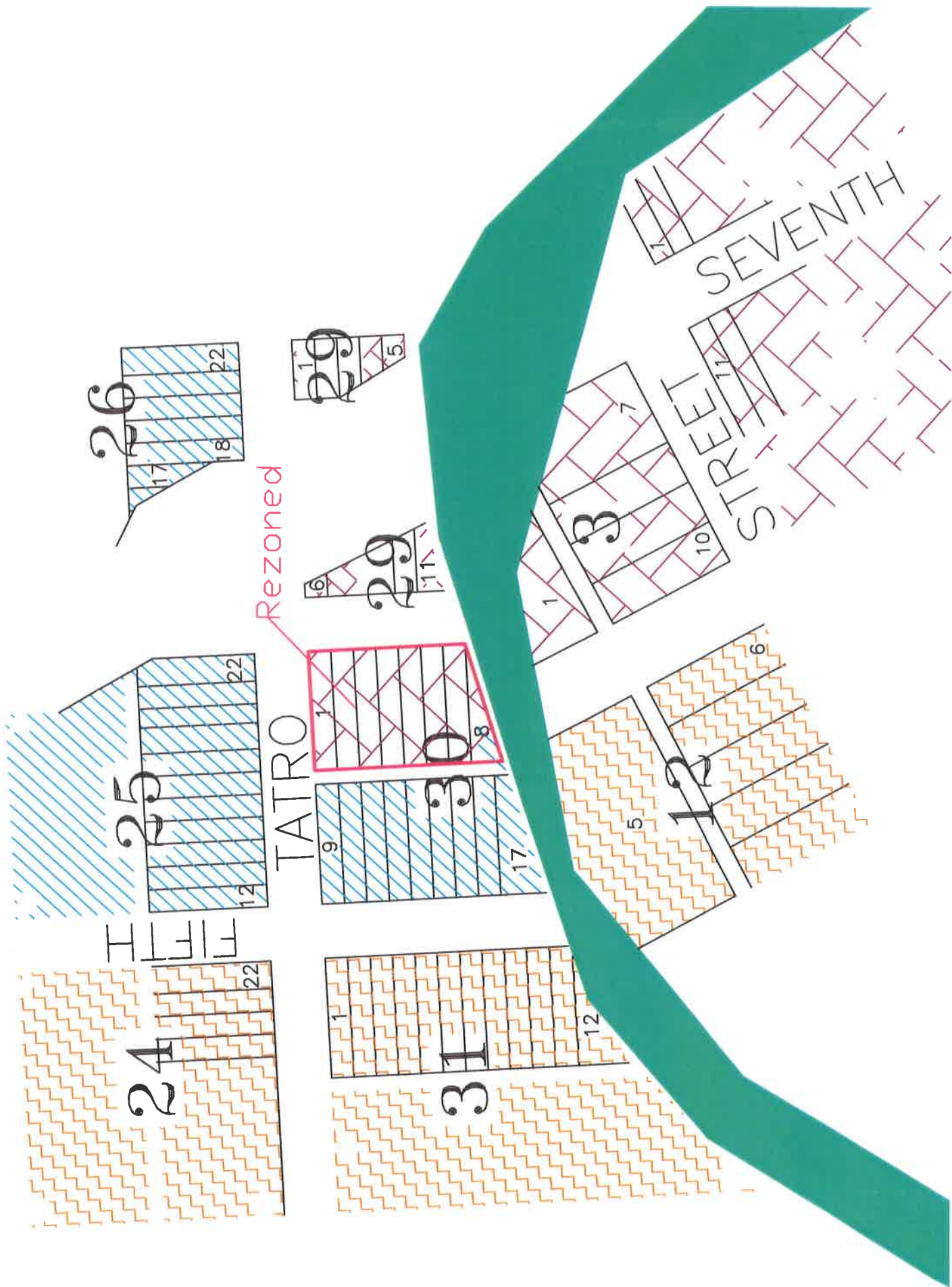


Area to be rezoned

TATRO







# Zoning District Legend



RA--Residential, single family to fourplex



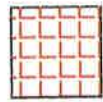
RB--Residential, single family to eightplex



RC--Residential, in excess of eightplex



MH-A--Mobile Home Residential



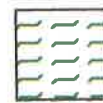
MH-RV--Mobile Home-RV Park



CBD--Central Business



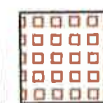
GC--General Commercial



HCLI--Heavy Commercial/Light Industrial



HI-- Heavy Industrial



HWC--Highway Commercial



OS--Open Space



SR--Semi-Rural



MC--Medical Campus



SOB--Sex Oriented Business Overlay

**RESOLUTION NO. 4458**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A RETAINER AGREEMENT WITH NAPOLI SHKOLNIK PLLC, FOR REPRESENTATION AS TO THE CITY'S CLAIMS RELATED TO PFAS/PFOA CONTAMINATION.**

*WHEREAS*, the City of Miles City provides utility services to the customers within the Miles City area, and is responsible for the treatment and release of potable water and of wastewater;

*AND WHEREAS*, certain entities have been responsible for environmental contamination of PFAS/PFOA chemicals and other hazardous substances, which may impact the City's ability to provide utility services in compliance with ever changing governmental regulations;

*AND WHEREAS*, the National Rural Water association has encouraged Miles City and similarly situated governmental entities to join a class action lawsuit related to the same;

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

1. The "Retainer Agreement" between the City and Napoli Shkolnik PLLC, 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
3. The Public Utilities Director is authorized to provide pertinent information and complete necessary informational documents to Napoli Shkolnik PLLC related 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 10th DAY OF MAY, 2022.**

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk



## RETAINER AGREEMENT

### **THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF NEW YORK GENERAL ARBITRATION STATUTE**

City of Miles City, Montana (Client), retains the Law Firm of Napoli Shkolnik PLLC, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies by per- and polyfluoroalkyl and related substances (PFAS/PFOA), 1,4 Dioxane and other emerging hazardous contaminants. We specifically agree as follows:

**1. FEE PERCENTAGE:** Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.

**2. DISBURSEMENTS:** In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

**3. COMPUTATION OF FEES.** The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney's Fee	\$ 25.00
Net settlement	\$ 75.00
Disbursements	-\$ 10.00
Net to Client	\$ 65.00

4. **WITHDRAWAL:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

8. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

**9. APPROVAL NECESSARY FOR SETTLEMENT:** Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

**10. ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

**11. ASSOCIATE COUNSEL:** The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

**12. NEW YORK OR APPLICABLE LAW TO APPLY:** This Agreement shall be considered construed under and in accordance with the laws of the State of New York or applicable law and the rights, duties and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of New York or applicable law.

**13. ARBITRATION:** Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in New York County, New York. This arbitration provision shall be enforceable in either federal or state court in New York County, New York pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in New York County, New York having jurisdiction.

**14. PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns. Client or the Law Firm can execute this document electronically, by



indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

**15. LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**16. PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

**SIGNED AND ACCEPTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_**

**(Name of Client)**

**NAPOLI SHKOLNIK, PLLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name of Attorney

Email Address: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_



### CONTACT INFORMATION

**Client:** \_\_\_\_\_

Main contact person: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_

**Legal counsel:** \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_

**Public Works Superintendent:** \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_

**Environmental Engineering Firm (if applicable):** \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_

### GENERAL INFORMATION

1. Have you tested for PFAS and received positive results?

Circle One: YES                      NO

IF YES, please attach any Reports that include results and data for all tests that you have conducted related to the presence of PFAS contamination.

2. Has there been any known usage of AFFF or Class B firefighting foam in the area (fire extinguishing, fire department training, etc.)? Circle One: YES NO

If YES, who used them and (if known) what type(s) of AFFF were used?

3. Are there or have there ever been any airports nearby? Circle One: YES NO

If YES, what are/were they?

4. Are there any military bases or military training facilities nearby? Circle One: YES NO

If YES, has there been any AFFF usage there? Circle One: YES NO

Are there any PFAS testing results available of groundwater, surface water or soil ?

Circle One: YES NO

5. Do you know of any facility that may be storing AFFF, such as airports, fire departments or fire training facilities? Circle One: YES NO

If YES, what are they?

6. Do you know of any local landfills or recycling centers? Circle One: YES NO

If YES, please list them:

7. Are you aware of any other potential source of PFAS contamination? Circle One: YES NO

If YES, please provide a list:

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8. Have you received/issued any Drinking Water Advisories related to PFAS?

Circle One: YES NO

9. Have you received/issued any Fish Consumption Advisories related to PFAS?

Circle One: YES NO

10. Have you obtained any recovery or reimbursement of funds for investigation, testing, or remediation from any other entities (public or private) in connection with the alleged presence of PFAS in that water system? Circle One: YES NO

If YES, please provide details:

**IF YOU OPERATE A WASTE STORAGE FACILITY, LANDFILL, OR RECYCLING CENTER, PLEASE ANSWER THE FOLLOWING:**

1. Do you treat effluent/leachate internally or is it sent to a wastewater treatment plant?

Which Wastewater Treatment Plant: \_\_\_\_\_

\* If you treat the effluent/leachate internally, please refer to the Wastewater Treatment questions.

2. Have you ever had failures of the landfill liner that led to leachate seeping or seepage of leachate outside the bounds of this liner?

Circle One: YES NO

**IF YOU OPERATE A DRINKING OR WASTEWATER TREATMENT PLANT, PLEASE ANSWER THE FOLLOWING:**

1. Is the water treatment facility equipped with a method for treating water that is capable of removing PFAS contamination? Circle One: YES NO

If YES, please specify:

2. Do you use biological treatment processes at your facility?

Circle One: YES                      NO

3. Do you dispose of treated biosolids (circle all that apply):

Sell for agricultural purposes

Send to a landfill

Other: \_\_\_\_\_

4. Do you test effluent biosolids for PFAS?

Circle One: YES                      NO

**Thank you for taking the time fill out this information sheet!**

**RESOLUTION NO. 4459**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A SALES AGREEMENT WITH CONTINENTAL UTILITY SOLUTIONS INC. FOR UTILITY BILLING SOFTWARE.**

***WHEREAS***, the City of Miles City provides utility services to the customers within the Miles City area;

***AND WHEREAS***, the City desires to utilize software developed by Continental Utility Solutions, Inc. (CUSI), and has received a Sales Agreement from CUSI detailing the same;

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

1. The "Sales Agreement" between the City and CUSI, 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, AT A DULY CALLED MEETING THIS 10th DAY OF MAY, 2022.**

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

# STAFF REPORT

Department: Public Utilities

Contact: Tom Speelmon 234-3493  
[tspeelmon@milescity-mt.org](mailto:tspeelmon@milescity-mt.org)

Agenda Item #:

Action: Switching from Black Mountain Billing software to Continental Utility Solutions, Inc. (CUSi)

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## RECOMMENDATION

Approve switching to CUSi Billing software.

## BACKGROUND / ANALYSIS

The City currently uses Black Mountain software for all our water and sewer billing. We have always had periodic issues with the software as is common with all software, but over the past year the frequency and complexity of those problems have increased. At least once a week we have issues with corrupted data, lost data, data going into wrong fields, etc. We spend on average about four hours per week fixing issues, correcting data or reentering data. The Black Mountain employees who were familiar with how our system was set up have mostly left the company so frequently their technical assistance causes more issues than it resolves.

CUSi is a utility billing software company that specializes in utility billing. Their software, based on the demonstration presented to us is very intuitive and user friendly. The majority of reviews on their product are very positive.

CUSi's proposed package includes the following:

On premise utility billing software which includes the following:

- ACH Bank Draft
- Electronic Payment Module
- Secure E Bill Module
- Website – Customer Web Portal
- IVR module (telephone payments-no agent required)
- Text messaging module
- Meter interface
- Bank Check Elimination Interface
- Credit Card Terminal Interface
- Technical Support
- 1 year data conversion
- Onsite set up, 2 days of training

All electronic payment would automatically post to Black Mountain financial software. We currently do this manually.

## FISCAL IMPACT

The City's current cost for Black Mountain water/sewer billing software is \$7522.00 annually. In addition to this cost, we spend an average of approximately \$4800 per year in wages for the time involved in fixing the issues we have with our current software.

The CUSi package will cost \$35,660.00 for the software license, credit card terminal and set up. The annual fees are currently \$4200.00. I do have the funds to cover this though they were not budgeted for this purpose.



CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Lane Ricardo

P. O. Box 1515

Jonesboro, AR 72403

www.cusi.com

(870) 336-2239

Quote #: Ir220505113308

## Sales Agreement

May 5, 2022



Miles City, MT  
PO Drawer 910  
Miles City, MT  
59301

Tom Speelmon  
(406) 874-8608

tspeelmon@mylescity-mt.org



### Economic Summary

	Up-Front	Monthly	Annual
Utility Billing Solution	\$34,910.00		\$3,660.00
Customer Web Portal	\$0.00		\$0.00
Miscellaneous Services	\$0.00	\$40.00	
IT Services	\$140.00		
Hardware	\$350.00	\$5.00	
<b>Total</b>	<b>\$35,400.00</b>	<b>\$45.00</b>	<b>\$3,660.00</b>

### Billing and Payment Terms

90% Upon Contracting. 10% Upon Go Live. CUSI shall invoice all amounts due per the defined payment terms. Client shall make payment 15 days from date of invoice.



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### UMS On-Premise Utility Billing Software

5,000 Service Location Licenses	\$1.50	\$7,500.00
3 Named User Licenses	\$500.00	\$1,500.00
1 Field Service Licenses	\$250.00	\$250.00

### UMS On-Premise Utility Billing Software Core Modules

1 ACH Bank Draft (First Layout Included)	Included
1 Electronic Payment Module	Included
1 Secure Ebill Module	Included
1 Website API - Customer Web Portal	Included

### Add-On Modules

1 IVR Module	\$1,000.00	\$1,000.00
1 Text Messaging Module	\$1,000.00	\$1,000.00

### Standard Flat File Data Exchange Interfaces

1 Advanced Metering Interface (AMI) - Sensus	\$1,000.00	\$1,000.00
1 Bank Check Elimination Interface - Vanco	\$1,000.00	\$1,000.00
1 Credit Card Terminal Interface	\$1,000.00	\$1,000.00
1 Third Party Printing Interface - Custom (Billing Data Specialist)	\$1,000.00	\$1,000.00

### Technical Support & Maintenance - Annual Service

Annual Technical Support & Maintenance:	24%	\$3,660.00
800 Line Voice, Online, Email Support, Client Services Website, Application Updates		





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### UMS On-Premise Implementation Services

1 Advanced Data Conversion Package for up to 4,500 Locations	\$1.50	\$6,750.00
Includes 1 year data conversion of customers, locations, usages, readings, deposits, meter information, owner records and backflow data.		
2 Additional Year(s) Usage and Financial History Data Conversion	\$0.25	\$2,250.00
*Complete data must be provided in a ASCII, delimited, or SQL format. Data extraction and data cleanup will be invoiced based upon time and effort at Cusi current services rate. Cusi will invoice client the greater of the number of service locations provided in this Sales Agreement or the actual number of service locations converted.		
1 Cusi Certified Implementation	\$4,800.00	\$4,800.00
Includes Business Requirements Gathering, Application Implementation, Installation, Setup, Formatting, Testing, Transition Support, & Project Management		
2 Days of Cusi Certified Training	\$1,600.00	\$3,200.00
Includes Application Training for All Users as Contracted		

Travel expenses for on-site work will be billed separately.



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### Economic Summary

UMS On-Premise Utility Billing Software	\$15,250.00
Technical Support & Maintenance - Annual Service	\$3,660.00
UMS On-Premise Implementation Services	\$17,000.00
CUSI Turnkey Merchant Services Discount	-\$1,000.00
<b>Total</b>	<b>\$34,910.00</b>



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### Customer Web Portal

1 Customer Web Portal	\$1,500.00	\$1,500.00
Includes Design, Setup, Configuration, and Training Services.		
1 Customer Web Portal - TSM & Hosting	\$1,500.00	\$1,500.00
Includes Technical Support, Maintenance, and Hosting.		



### Economic Summary

Customer Web Portal	\$1,500.00
Customer Web Portal - TSM & Hosting	\$1,500.00
CUSI Turnkey Merchant Services Customer Web Portal Discount	-\$1,500.00
CUSI Turnkey Merchant Services TSM & Hosting Discount	-\$1,500.00
<b>Total</b>	<b>\$0.00</b>



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### Miscellaneous Services

#### Turnkey Merchant Services

billed by provider

- |                                                                           |                |                 |
|---------------------------------------------------------------------------|----------------|-----------------|
| 1 Turnkey Merchant Services Package - Service fee will be the greater of: | \$1.50 or 2.5% | per transaction |
|---------------------------------------------------------------------------|----------------|-----------------|

*Includes Visa, MasterCard, Discover Merchant Services, and Payment Gateway Service. Figures based on an Average Bill Estimate of \$55 and a High Bill Estimate of \$200. Average bill estimate and service fee subject to annual review. CUSI reserves the right to bill a minimum monthly fee of \$20.00 to recover any losses from inactive merchant accounts or accounts that do not cover fixed processing costs.*

*In conjunction with the Turnkey Merchant Services, CUSI is providing software licenses at no cost. In the event that client terminates Turnkey Merchant Services, any and all software licenses provided at no cost shall be billable at then current retail price.*

- |                                                     |  |  |
|-----------------------------------------------------|--|--|
| 1 Turnkey Merchant Service Electronic Check Package |  |  |
|-----------------------------------------------------|--|--|

Internet Electronic Check Transactions	\$1.50 or 2.5%	per transaction
----------------------------------------	----------------	-----------------

*Turnkey Merchant Services fees are paid by utility customers and collected by CUSI.*

#### eCheck Validation Service

- |                                                                     |        |                 |
|---------------------------------------------------------------------|--------|-----------------|
| 1 CUSI eCheck Validation Service - Account and Routing Verification | \$1.50 | per transaction |
| 1 CUSI eCheck Validation Service - Balance Check                    | \$0.20 | per transaction |

#### Traditional Bank Check Elimination Service

billed by provider

- |                                          |         |                 |
|------------------------------------------|---------|-----------------|
| 1 Bank Check Elimination Processing Fees | \$40.00 | per month       |
|                                          | \$0.15  | per transaction |

#### IVR Service - UMS

- |                                               |                         |  |
|-----------------------------------------------|-------------------------|--|
| 1 CUSI IVR Service - Inbound and Outbound IVR | Unlimited Monthly Usage |  |
|-----------------------------------------------|-------------------------|--|



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### Text Messaging Service

1 Cusi SMS Messaging Service - Inbound and Outbound SMS

Unlimited Monthly Usage



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### IT Services

#### Additional IT Products & Services

1 Standard SSL Certificate - 2 Years	\$140.00	\$140.00
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### Economic Summary

Additional IT Products & Services	\$140.00
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Total	<u>\$140.00</u>
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### Hardware

1 Stripe Terminal/EMV Credit Card Terminal	\$350.00	\$350.00
Monthly Device Fee	\$5.00	per device
P2P Encryption Fee	\$0.05	per trans



### Economic Summary

Hardware	\$350.00
Total	<u>\$350.00</u>



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### Terms of Sale

Company has ordered and agrees to purchase from CUSI the products and services defined under this Sales Agreement at the listed quantities and rates. Upon receipt of an executed Sales Agreement CUSI shall ship all products to the Company address and contact defined above and services shall be scheduled and initiated. Company acknowledges that CUSI's products and services are subject to the terms and conditions of a separate Software License Agreement between Company and CUSI located at [www.cusi.com/legal](http://www.cusi.com/legal). Monthly or yearly rates for services provided by CUSI or third parties may be subject to price increases with or without notice. Any service requiring CUSI or third parties to travel will incur corresponding expenses that will be billed actual as incurred unless otherwise noted. Travel requiring more than 5 hours of travel time will be billed an additional charge equal to 50% of the daily rate. If Company is not tax exempt or does not provide exemption documentation, CUSI shall invoice for such applicable taxes on each invoice. In the event the tax exemption documentation provided by the Company is disallowed or deemed invalid, Company agrees to pay in full all such taxes, including any applicable interest or penalties.

### Tax Exempt Status

Initial where appropriate:

\_\_\_\_\_ This entity **IS EXEMPT** from sales tax and will provide or has provided our exemption certificate

\_\_\_\_\_ This entity **IS NOT EXEMPT** from sales tax

### Quotation Terms

This quote is valid until 06/04/2022. Quote was created using Sales Agreement Version: 2022.02.01

### Execution Instructions

**Execute, date, and email all pages to CUSI sales representative. Include Tax Exempt Certificate and Sign Off page from Pre-Sale Implementation Guide.**





CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Lane Ricardo

P. O. Box 1515

Jonesboro, AR 72403

www.cusi.com

(870) 336-2239

Quote #: lr220505113308

May 5, 2022

## Sales Agreement



Miles City, MT  
PO Drawer 910  
Miles City, MT  
59301

Tom Speelmon  
(406) 874-8608  
tspeelmon@mylescity-mt.org



### Purchaser Authorization

I certify that as the person signing this form I have purchasing authority for Miles City, MT.

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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(406) 874-8608  
tspeelmon@mylescity-mt.org



### Bank Check Elimination Additional Terms

CUSI and Company hereby agree as follows:

**1. BANK CHECK ELIMINATION SERVICES** includes services whereby CUSI receives Company payment data from payments made by customers of Company ("Customer") where Customers have used one of several bill payment services or bill collection agents ("Originators") and Company is able to approve or reject Customer payments prior to receiving data from CUSI. Payments will be held in a preprocessing queue by Vendor. CUSI or vendor will transmit payment data to Company after Company approves payments in the preprocessing queue. By using Bank Check Elimination Services, Company will receive payment data electronically in a data file. Payment funds are transmitted by Vendor via ACH.

**2. COMPANY DUTIES** Company shall have the following duties:

- That it will either approve or reject payments in the preprocessing queue on the same day, if possible, but in no event later than 2:00 PM CT one (1) business day after it receives notice of payments.
- That it will post payments to Customers account on the day it receives payment data from CUSI, if possible, but in no event later than one (1) business day after it receives notice of payments.
- That it will not charge Customer any late fee if a Customer's payment is late by reason of the fact that the payment was not timely posted in accordance with Subparagraph b above;
- That it shall notify CUSI of any payment which has not posted within two (2) Business days after it receives notice of payments
- That it will not return a payment unless such payment is incorrect, incomplete, not identifiable or the account was blocked or closed prior to the time that the payment was received from CUSI or Vendor.

**3. PROGRAM CHARGES AND TAXES** Company agrees to pay CUSI, via Vendor, monthly for Program Charges for Bank Check Elimination Services by an ACH debit to Company's Account or another account as is designated by Company. Said Program Charges, which Company acknowledges receiving from CUSI, may be modified at any time upon thirty (30) days' notice. Any taxes or fees, except taxes based upon income, imposed by any federal, state, municipal or other governmental authority that may be applicable to the services provided to Company pursuant to this Agreement, shall be paid by Company regardless of whether such taxes or fees are added to the invoice which CUSI provides to Company, and regardless of when such taxes or fees are determined to be due and owing. The Program Charges are small in relation to the amount of the funds processed by CUSI pursuant to this Agreement.

**4. COMPANY LIABILITY AND INDEMNIFICATION.**

Company shall be liable for all damages which CUSI suffers by reason of Company's breach of any of its duties set forth in Paragraph 2 of this Agreement or by reason of any other representation made by it in this Agreement. Company indemnifies CUSI for all amounts which are due CUSI by Company pursuant to Paragraph 3 by reason of any return or Reversal.

Company hereby indemnifies and holds CUSI harmless from all claims, damages, and causes of action (including reasonable attorney's fees and costs) which may be asserted against CUSI by any person by reason of Company's breach of the duties and representations made by this Agreement. In no event shall Company be liable for any consequential, special, punitive or indirect loss or damage.

**5. TERM** This Agreement shall continue in effect unless terminated by either party upon thirty (30) days' notice. Provided, however, that in the event that any of the following occur CUSI shall be entitled to terminate this Agreement immediately and thereafter give notice to Company that this Agreement has been terminated:

- CUSI determines that Company has consistently failed to fulfill its obligations to timely post payments and to timely make returns;
- CUSI or Vendor attempts to make a debit to Company's Account for a return or Reversal which is later returned because the account has insufficient funds in it to permit the debit transaction;
- CUSI or Vendor attempts to make a debit to Company's Account pursuant to Paragraph 3, which is later returned because the account has insufficient funds in it to permit the debit transaction.
- Company breaches any of its duties in Paragraph 2.



4/27/2022

City of Miles City  
ATTN: John Hollowell  
P.O. Box 910  
Miles City, MT 59301

Dear Mayor,

We are reaching out on behalf of the 2021 property taxes for 916 Garland Street. This property is currently operated as Intersect Bible Church. There was a mistake on the 2021 property taxes which lead to the church being taxed items that they are tax exempt on.

On November 19<sup>th</sup>, 2020, Intersect Bible Church purchased the property from Dakota District of Wesleyan Church. We are not sure what happened with the 2021 tax statement, but somehow the Department of Revenue taxed this property for land and building improvements (see attached). We submitted a property tax exemption application to the Department of Revenue on February 10<sup>th</sup>, 2022. We received an approval of tax exemption status from the Department of Revenue on March 21<sup>st</sup>, 2022 for the upcoming tax year of 2022 (see attached).

Intersect Bible Church had a meeting with the County Commissioners on April 26<sup>th</sup>, 2022 in regards to reimbursement of these taxes (see attached minutes). During that meeting the County Commissioners agreed to refund the County Taxes for 2021. The County Commissioners are willing to refund the City Tax and the School Tax, but they want a written response from the City of Miles City. The City Taxes total an amount of **\$1,719.07**.

Please let us know when you would like to discuss this. Thank you.

Sincerely,

Jeremy Stradley  
Intersect Bible Church

# Custer County Commission

## Regular Meeting

April 26, 2022

### **CALL TO ORDER:**

**Commissioner Strouf called the meeting to order at 8:30am in the Commissioners' office, Custer County Courthouse. Commissioner Krausz, Commissioner Holmlund and Admin Assistant/ Budget Administrator Staci Ketchum present.**

### **ADMINISTRATIVE:**

Commissioners approved:

- Vacation request- Ward Weishedel May 23, 2022 10 hours
- JV transfers
- FMLA paper work received
- Arcasearch Project Proposal- \$113,078
- Olness & Associates, P.C. Audit report
- FEMA in-kind matching funds of \$12,125 for Storm Water Planning Grant of \$36,375
- FEMA Certifications Regarding lobbying; debarment, suspension, and other responsibility matters; and drug-free workplace requirements
- Sheep Creek Bridge Owner and Contractor Construction Contract between Custer County and Battle Ridge Builders, LLC
- New Hire- Volunteer Firefighter Ryan Hoenke

### **Letters received:**

- Veterans Health Administration Press Release to Suspend Care at Miles City Community Living Center
- Montana Infrastructure Coalition update and membership renewal
- Miles City Star Legal Notice Resolution 2022-23

### **9:30am Fairgrounds update discussion**

### **10:00am Intersect Bible tax refund request, discussion and action**

Present: Jeremy Stradley-Pastor, Corey Wilhelm- Board Member

Church has new owner and was unaware of filing that needed to be completed. They will have exemption status for 2022, and are requesting a refund for 2021 taxes that were paid in November 2021 and May 2022 payment waived. Commissioner Strouf explained that a similar issue was brought up four years ago and that numerous entities play a part in creating the tax bill including the City, Schools and Special Districts. In the previous situation only the County's portion was waived/ refunded for the non-profit. Commissioner Krausz moved to refund the County's portion of the 2021 taxes \$916.16 (full year) after payment of the second half, with Intersect Bible Church going to the City of Miles City and the School District for direct requests of the refund. Commissioner Holmlund seconded the motion. Passed 3-0.

### **11:00am Jo Meidinger- Congregate Meal discussion**

**11:40am Mike Rinaldi- Planning update**

Belmont Street, Taco Johns, Leighton Blvd property, Palisades apartments,

**1:30pm Cooperative Fire Protection Grant, discussion and action**

Present: Cory Cheguis- Fire/ DES Coordinator

DNRC grant, can be used for reimbursement, stipends or other unfunded rural fire expenses to help build capacity in rural departments. Each County can apply for \$10,000- \$30,000. Funding capacity is \$125,000/yr for two years. Commissioner agreed to apply for \$20,000.

**Adjournment:**

Meeting Adjourned at 3:00pm. The commission will meet again in regular session April 27, 2022.



Governor Greg Gianforte

Director Brendan Beatty

March 21, 2022

Intersect Bible Church  
PO Box 775  
Miles City MT 59301

**Property Tax Exemption**

**Application Number: 1400822**

**Property ID: 14-1740-28-4-29-13-0000 & 14-1740-28-4-29-23-0000**

**County: Custer**

**Property Legal Description: Lot A (Amended Plat Lots 1 – 5, Block 14 Baker Addition) and Lots 6 & 7 all in Block 14 Baker Addition**

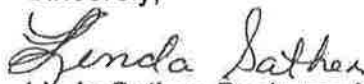
Dear Applicant:

Processing has been completed on the above referenced application and an exemption is hereby granted in accordance with Part 2, Chapter 6, Title 15 M.C.A., as amended. Exempt status continues so long as the statute and the circumstances set forth in the above referenced application remain unchanged. If circumstances do change, please notify the Department immediately to prevent jeopardizing future applications.

**Effective: Tax Year 2022 for Religious**

Please include the application number listed above, for any correspondence regarding this exemption. If you have any questions, feel free to contact me at (406) 444-5698.

Sincerely,

  
Linda Sather, Business Analyst  
Department of Revenue  
Property Assessment Division  
PO Box 8018  
Helena MT 59604  
[lsather@mt.gov](mailto:lsather@mt.gov)

- \* This is a final decision of the Department of Revenue. You have the right to appeal this decision to the Montana Tax Appeal Board at [mtab.mt.gov](http://mtab.mt.gov) (within 30 days of the date of this letter).

cc: County Treasurers