



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*October 25, 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 10/11/2022

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

Finance Committee Recommend the following:

- Write off deceased patient ambulance accounts in the amount of \$1,957.34
- Write off ineligible patient accounts in the amount of \$4,318.34
- Send Past Due Patient Accounts to DCI Collections in the amount of \$104,248.65.

Human Resource Committee Recommends the following:

- Approve Grant Writer Contract

Note: Contract has been reviewed by City Attorney and will need to go out through an RFQ for proposals

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

- A. **ORDINANCE NO. 1364 (*Second Reading*) – AN ORDINANCE AMENDING SECTIONS 5-26, 5-46, AND 5-61 AND ADOPTING REVISED BUILDING CODES.**

13. UNFINISHED BUSINESS

- A. **ORDINANCE NO. 1364 (*Second Reading*) – AN ORDINANCE AMENDING SECTIONS 5-26, 5-46, AND 5-61 AND ADOPTING REVISED BUILDING CODES.**

14. NEW BUSINESS

- A. **APPROVAL TO SEND PAST DUE UTILITY CUSTOMER ACCOUNTS TO CPI COLLECTIONS**
- B. **ORDINANCE NO. 1365 (*First Reading*) – AN ORDINANCE AMENDING ORDINANCE NO. 1334, ESTABLISHING NEW RATES FOR THE USE OF THE MILES CITY AMBULANCE**
- C. **RESOLUTION NO. 4487 – A RESOLUTION APPROVING ELEVATOR MAINTENANCE AGREEMENT WITH KONE INC.**
- D. **RESOLUTION NO. 4488 – A RESOLUTION ADOPTING A REVISED PURCHASING POLICY FOR THE CITY OF MILES CITY, MONTANA.**

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

Minutes

REGULAR COUNCIL MEETING October 11, 2022
6:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, October 11, 2022, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana and online at zoom.us. Mayor John Hollowell called the meeting to order. Council Members present were Stacy Broell, Ken Gardner, Rick Huber, Chris Grenz, Mathew Regan, Kathy Wilcox, Roxanna Brush, and Dwayne Andrews.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Fire Chief Branden Stevens, Sergeant Dustin Sloan, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, Public Utilities Director Tom Speelmon and City Clerk/Minute Recorder Mary Rowe.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 9/27/2022

** *Councilperson Grenz moved to approve the minutes of the Regular Council Meeting of September 27, 2022, subject to any changes, and seconded by Councilperson Andrews. The motion passed by unanimous consent, 8-0.*

SCHEDULE MEETINGS

Human Resources Committee Meeting	10/18/2022	@5:00pm
Public Safety Committee Meeting	10/19/2022	@6:00pm
Finance Committee Meeting	10/18/2022	@6:00pm

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Chief Stevens gave a brief update on the fire engines. He stated that it is fire prevention week, and that the fire department has replaced three garage doors with timers and there seems to be no trace of carbon monoxide. The ambulance has

accepted ninety-six out of town transfers, had twenty-nine cancelled by facilities, and have had to turn down sixty-six. He also noted that he had talked with Tester about opening a FEMA grant to include Fire Departments.

Director Gray reported that the sprinklers are getting blown out in the parks and that hopefully the issues with the splashpad will be resolved next week. The streets crew are sweeping and finishing up asphalt work.

Director Spielmon reported that the Carbon Hill tank is fixed and the Water Plant maintenance and repair is in progress.

Administrator Malenovsky stated that on October 17, 2022 the Army Core of Engineers will be at MCC, room 106 at 6pm to give an update on the Tongue River and Slough projects.

Supervisor Anderson reported that Shake up Montana will be happening on the 28th when all emergency systems are tested. She also reported that they did a trial dispatching for Glendive and it went very smoothly. The interlocal agreement will be presented to the 911 Board on the 18th of October @ 1:00pm at the Courthouse.

CITY COUNCIL COMMENTS

Councilperson Grenz aske chief Stevens about the cost of twelve hour shifts versus twenty-four hour shifts.

Councilperson Huber complimented Montana Dakota Utilities on the project they are doing in the City. He then requested that the cars that are on the outside of the fence at the old fish and game building be moved inside the fence to remove the eyesore. The request was passed to Sergeant Sloan and Mayor Hollowell to look into.

Councilperson Gardner stated the front of the Police Building needs to be painted, to which Councilperson Broell said it is currently being discussed in the Finance Committee meetings.

Councilperson Brush handed out a printout of an email regarding noise pollution around Transco. After a discussion, two requests came about. First, that Mayor Hollowell speak with them about keeping the noise level to a minimum after seven in the evening like they had previously agreed upon. Second, that a noise Ordinance be written up for the City of Miles City.

MAYOR COMMENTS

Standing and non-standing Committees were discussed. Councilperson Regan was appointed to the Finance and Planning Committees.

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. **APPROVE CORRECTION TO LIABILITY SECTION IN “EDUCATIONAL EXPERIENCE AGREEMENT” WITH HOLY ROSARY HEALTHCARE.**

Mayor Hollowell pulled item A from the agenda as there were more changes requested by Holy Rosary.

- B. **CHOOSE USACE: TONGUE RIVER FLOOD CONTROL PROJECT OPTION**

** *Councilperson Wilcox moved to go forward with the General Investigation (GI), seconded by Councilperson Gardner. On a roll call vote, the motion passed unanimously, 8-0.*

- C. **ORDINANCE NO. 1364 (First Reading) – AN ORDINANCE AMENDING SECTIONS 5-26, 5-46, AND 5-61 AND ADOPTING REVISED BUILDING CODES.**

** *Councilperson Brush moved to approve the Ordinance and seconded by Councilperson Broell. On a roll call vote, the motion passed unanimously, 8-0.*

- D. **RESOLUTION NO. 4486 – A RESOLUTION REQUESTING DISTRIBUTION OF BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY PROGRAM FUNDS**

** *Councilperson Grenz moved to approve the Resolution, read by title only, and seconded by Councilperson Andrews.*

Director Gray explained that these funds were utilized for the Darling Addition

project and will be utilized on the North 7th Street project as well.

****** *On a roll call vote, the motion passed unanimously, 8-0.*

A. APPROVAL OF SEPTEMBER CLAIMS

****** *Councilperson Brush moved to approve September Claims, seconded by Councilperson Broell and passed unanimously, 8-0.*

ADJOURNMENT

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

The meeting was adjourned at 7:25 p.m.

John Hollowell, Mayor

Mary Rowe, City Clerk

Call Detail
COLLECTIONS REPORT

Total Page : 4 of 4
Page : 4 of 4
Date : 10/05/2022
Time : 12:38:09
History ID : 23067848

Miles City Fire & Rescue

<u>Call No</u>	<u>Lg Rk Pat No</u>	<u>Patient Account Name</u>	<u>Call Date</u>	<u>Current Payor</u>	<u>Charges</u>	<u>Credits</u>	<u>Balance</u>
Total For All				114	148405.61	44156.96	104248.65

CONTRACT FOR GRANTWRITING SERVICES

I. This Contract Agreement is made this DATE day of MONTH YEAR between:

Organization Name ("Client"): City of Miles City
Contact Name: _____
Having its principal place of business at:
Address: 17 S 8th St
City, State, Zip: Miles City, MT 59301
Phone: 406-234-3462
Fax: 406-234-2903
Email: _____

And **CONSULTANT'S BUSINESS NAME.** ("Contractor") having its principal place of business at:

ADDRESS.

Phone: .

Fax:

Email: .

- II. *Scope of Services:* Contractor agrees to provide the following services for Client:
1. Conduct prospect research to identify prospective funders for various departments of the City of Miles City.
 2. Compile research data and develop grant writing plan.
 3. Review organization materials and research/review other background information as necessary in order to create letters and proposals.
 4. Write and edit proposals to prospective grantors.
 5. Attend meetings in person and/or by telephone necessary to accomplish the required work.
- III. *Compensation:* The Client agrees to compensate Contractor at the rate of \$20 per hour. Contractor will keep careful track of hours spent on Client business and submit an itemized invoice on a monthly basis. Billable hours will include all activities mentioned in Section II, as well as telephone consultations and information exchanges via phone and email, communication with prospective funding agencies to clarify guidelines/instructions or to request information, and travel time to/from meetings and to deliver proposals if necessary. Time will be rounded to the nearest quarter hour. ~~There is a minimum charge of one hour per letter of inquiry and two hours per proposal. Amount shall be paid to Contractor within 1530 days of receipt of invoice and shall be paid in accordance with the City of Miles City's claims process. A late fee of 1.5% per day will be assessed for any payment not received within 20 days of the submission of an invoice.~~ In addition to the hourly fee, Client shall be responsible for providing or reimbursing the cost of stationery, postage, copying, telephone, and/or extraordinary out-of-town travel expenses incurred in the course of providing said services. ~~Contractor shall be responsible for providing all simple office supplies and equipment for the purposes of fulfilling the terms of this agreement.~~
- IV. *Independent Contractor:* Contractor acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that

this undertaking is not a joint venture. Contractor is responsible for the payment of all federal, state and local income taxes.

- V. *Confidentiality*: Both parties agree to adhere to strict confidentiality practices and to provide each other with their best efforts in the fulfillment of this contract.
- VI. *Guarantees*: Contractor shall use all resources at Contractor's disposal to perform duties as assigned and agreed to by both parties and shall submit same in good faith. However, no guarantee of receipt of funding by the Client is implied or promised by Contractor. Payment is due even if Client does not submit proposal or receive a grant. In addition, Contractor and Client recognize that performance of tasks in Section II necessitates communication and information exchange between the parties and with funders, and that delay in completing the tasks may occur if there are delays with information exchange. Client also recognizes that if grants are received, Client is responsible for any acknowledgments and reports to funders.

This agreement shall constitute the entire agreement between the parties and shall remain in effect for ~~twelve months~~ one (1) year and may be renewed year to year for an additional one (1) year term, ~~with extension or amendment by written agreement between both parties.~~ This agreement term and can be terminated within 14-30 (fourteen/thirty) days' written notice (by email or postal mail) to the other party.

CONSULTANT'S BUSINESS NAME

CLIENT'S BUSINESS NAME

Name:
Title:
Date:
UBI #:
EIN:

Name:
Title: Mayor
Date:

Public Hearing

ORDINANCE NO. 1364

AN ORDINANCE AMENDING SECTIONS 5-26, 5-46, AND 5-61 AND ADOPTING REVISED BUILDING CODES.

WHEREAS, the State of Montana has adopted certain 2021 model building codes, and has directed the City to approve the same in order for the City's building code program to remain certified;

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

Section 1. Section 5-26, 5-46, and 5-61, are amended to read as follows:

Sec. 5-26. - Adoption; amendments.

The city council hereby adopts the International Building Code, ~~2018~~ 2021 Edition, as amended by Administrative Rules of Montana (hereinafter "ARM"): ~~ARM 24.301.146, (1—49) and ARM 24.301.151~~ 24.301.131, together with the following: Appendix Chapters B, C, and H.

To the extent the provisions of the International Building Code ~~2018~~ 2021 Edition conflict, the following shall apply to appeals related to said code:

- (1) In order to hear and decide appeals of orders, decisions or determinations of building related codes adopted by the city council of the City of Miles City, there shall be and hereby is created a Board of Appeals consisting of the city council of the City of Miles City.
- (2) All Code questions will be submitted to the Department of Labor and Industry, Building Codes Division for an interpretation. The Division's interpretation will then be used as the basis for the Board's decision.
- (3) The Board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with duplicates to the building officials and the Building Code Division.
- (4) The Board of Appeals shall have no authority relative to interpretation of the administrative provisions of the building related codes adopted by the city nor shall the Board be empowered to waive requirements of these codes.
- (5) Anyone wishing to appeal a decision made by the city building inspector regarding building code issues, shall follow the procedure outlined below:

a. Property owner shall make his or her appeal of the decision to the building inspector, who will then forward the appeal to the State of Montana Building Codes Division, Department of Labor and Industry, prior to the Board of Appeals review.

b. The present Board of Adjustments for the city shall also serve as the Board of Appeals for the purpose of rendering decisions concerning building code issues.

c. The Department of Labor and Industry, Building Codes Division, will render an interpretation of the building inspector's decision as it pertains to the building code. The building inspector will submit the appeal and the interpretation provided by the Building Codes Division to the Board of Appeals. The interpretation will then be used as the basis for the Board's decision.

d. The property owner or an authorized representative may be present at the Board of Appeals meeting to provide any additional information as needed.

e. The Board shall make its decision and render all decisions and findings in writing to the appellant with duplicates to the building inspector and the State of Montana Building Codes Division.

Sec. 5-46. - Adoption; amendments.

The city council hereby adopts the International Residential Code, ~~2018~~ 2021 Edition, as amended by ARM 24.301.154.

Sec. 5-61. - Adoption, amendments.

The city council hereby adopts the following model technical codes:

(a) ~~2018~~ 2021 Existing Building Code, as amended by ARM 24.301.171.

(b) ~~2018~~ 2021 International Swimming Pool and Spa Code, as amended by ARM 24.301.175.

(c) 2021 International Energy Conservation Code, as amended by ARM 24.301.161.

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

Said Ordinance read and put on its passage this 11th day of October, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 25th day of October, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

Unfinished Business

ORDINANCE NO. 1364

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Sec. 5-46. - Adoption; amendments.

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Sec. 5-61. - Adoption, amendments.

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John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 25th day of October, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

New Business

acct #

TOTAL DUE

5023700-00

\$405.22

6132070-00

\$411.92

2804000-06

\$97.01

2624000-00

\$249.72

1742500-06

\$52.99

1229000-05

\$50.19

1217010-01

\$140.10

as of 10/21/22

write off

acct. #

total owed

2944000-00

312.36

ORDINANCE NO. 1365

AN ORDINANCE AMENDING ORDINANCE NO. 1334, ESTABLISHING NEW RATES FOR THE USE OF THE MILES CITY AMBULANCE

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

Section 1. The Ambulance Rates set forth in Ordinance No. 1334, which was passed and approved on May 28, 2019, and which amended Ordinance No. 1265 is amended to read as follows:

(1) Basic Life Support:

- a. Commencing January 1, 2023 – 756.43 per call (two hour maximum);
- b. Commencing January 1, 2024 – 763.85 per call (two hour maximum);
- c. Commencing January 1, 2025 – 778.68 per call (two hour maximum);
- d. Commencing January 1, 2026 – 815.76 per call (two hour maximum)

(2) BLS Non Emergent Resident:

- a. Commencing January 1, 2023 – 385.77 per call (two hour maximum);
- b. Commencing January 1, 2024 – 394.49 per call (two hour maximum);
- c. Commencing January 1, 2025 – 397.12 per call (two hour maximum);
- d. Commencing January 1, 2026 – 416.03 per call (two hour maximum)

(3) BLS Emergent/Non Emergent Nonresident

- a. Commencing January 1, 2023 – 952.55 per call (two hour maximum);
- b. Commencing January 1, 2024 – 974.91 per call (two hour maximum);
- c. Commencing January 1, 2025 – 980.56 per call (two hour maximum);
- d. Commencing January 1, 2026 – 1027.26 per call (two hour maximum)

(4) Advanced Life Support (ALS) Emergent Resident

- a. Commencing January 1, 2023 – 893.01 per call (two hour maximum);
- b. Commencing January 1, 2024 – 908.73 per call (two hour maximum);
- c. Commencing January 1, 2025 – 919.28 per call (two hour maximum);
- d. Commencing January 1, 2026 – 963.05 per call (two hour maximum)

(5) ALS Emergent Nonresident.

- a. Commencing January 1, 2023 – 1071.61 per call (two hour maximum);
- b. Commencing January 1, 2024 – 1083.74 per call (two hour maximum);

- c. Commencing January 1, 2025 – 1103.13 per call (two hour maximum);
- d. Commencing January 1, 2026 – 1155.66 per call (two hour maximum)

(6) ALS 2

- a. Commencing January 1, 2023 – 1700.00 per call (two hour maximum);
- b. Commencing January 1, 2024 – 1800.00 per call (two hour maximum);
- c. Commencing January 1, 2025 – 1900.00 per call (two hour maximum);
- d. Commencing January 1, 2026 – 2000.00 per call (two hour maximum)

(7) Specialty Care Transport with RN/ Paramedic aboard

- a. Commencing January 1, 2023 – 2475.00 per call (two hour maximum);
- b. Commencing January 1, 2024 – 2893.05 per call (two hour maximum);
- c. Commencing January 1, 2025 – 4775.44 per call (two hour maximum);
- d. Commencing January 1, 2026 – 5372.37 per call (two hour maximum)

(8) IV Supplies

- a. Commencing January 1, 2023 – 89.30 per call;
- b. Commencing January 1, 2024 – 90.18 per call;
- c. Commencing January 1, 2025 – 91.93 per call;
- d. Commencing January 1, 2026 – 96.31 per call

(9) BLS Routine Supplies

- a. Commencing January 1, 2023 – 89.30 per call;
- b. Commencing January 1, 2024 – 90.18 per call;
- c. Commencing January 1, 2025 – 91.93 per call;
- d. Commencing January 1, 2026 – 96.31 per call

(10) ALS Routine Supplies

- a. Commencing January 1, 2023 – 145.00 per call;
- b. Commencing January 1, 2024 – 150.00 per call;
- c. Commencing January 1, 2025 – 155.00 per call;
- d. Commencing January 1, 2026 – 160.00 per call

(11) Oxygen and Supplies

- a. Commencing January 1, 2023 – 89.30 per call;
- b. Commencing January 1, 2024 – 90.18 per call;
- c. Commencing January 1, 2025 – 91.93 per call;
- d. Commencing January 1, 2026 – 96.31 per call

(12) Cardiac Monitoring and Supplies

- a. Commencing January 1, 2023 – 185.00 per call;
- b. Commencing January 1, 2024 – 190.00 per call;
- c. Commencing January 1, 2025 – 200.00 per call;
- d. Commencing January 1, 2026 – 210.00 per call

(13) Advanced Airway and Supplies or CPAP

- a. Commencing January 1, 2023 – 185.00 per call;
- b. Commencing January 1, 2024 – 190.00 per call;
- c. Commencing January 1, 2025 – 200.00 per call;
- d. Commencing January 1, 2026 – 210.00 per call

(14) Backboard System and Supplies

- a. Commencing January 1, 2023 – 185.00 per call;
- b. Commencing January 1, 2024 – 190.00 per call;
- c. Commencing January 1, 2025 – 200.00 per call;
- d. Commencing January 1, 2026 – 210.00 per call

(15) Treat at Scene 1st Aid

- a. Commencing January 1, 2023 – 119.06 per call;
- b. Commencing January 1, 2024 – 120.23 per call;
- c. Commencing January 1, 2025 – 122.57 per call;
- d. Commencing January 1, 2026 – 128.40 per call

(16) Treat at Scene Medication- Plus Cost of Medicines

- a. Commencing January 1, 2023 – 238.13 per call;
- b. Commencing January 1, 2024 – 240.46 per call;
- c. Commencing January 1, 2025 – 245.13 per call;
- d. Commencing January 1, 2026 – 256.81 per call

(17) Decontamination of Ambulance

- a. Commencing January 1, 2023 – 80.00 per call;
- b. Commencing January 1, 2024 – 85.00 per call;
- c. Commencing January 1, 2025 – 90.00 per call;
- d. Commencing January 1, 2026 – 95.00 per call

(18) Response to Medical Alarm (No Transport)

- a. Commencing January 1, 2023 – 25.00 per call;
- b. Commencing January 1, 2024 – 26.00 per call;

- c. Commencing January 1, 2025 – 28.00 per call;
- d. Commencing January 1, 2026 – 30.00 per call

(19) Response to MCV (No Transport)

- a. Commencing January 1, 2023 – 150.00 per call;
- b. Commencing January 1, 2024 – 175.00 per call;
- c. Commencing January 1, 2025 – 200.00 per call;
- d. Commencing January 1, 2026 – 250.00 per call

(20) Special Event Standby- For Profit

- a. Commencing January 1, 2023 – 175.00 per call;
- b. Commencing January 1, 2024 – 200.00 per call;
- c. Commencing January 1, 2025 – 225.00 per call;
- d. Commencing January 1, 2026 – 250.00 per call

(21) Special Event Standby- Nonprofit

- a. Commencing January 1, 2023 – 100.00 per call;
- b. Commencing January 1, 2024 – 125.00 per call;
- c. Commencing January 1, 2025 – 135.00 per call;
- d. Commencing January 1, 2026 – 150.00 per call

(22) Ground Mileage BLS, Per

- a. Commencing January 1, 2023 – 25.00 per mile;
- b. Commencing January 1, 2024 – 25.50 per mile;
- c. Commencing January 1, 2025 – 26.00 per mile;
- d. Commencing January 1, 2026 – 26.50 per mile

(21) Ground Mileage ALS, Per

- a. Commencing January 1, 2023 – 27.00 per mile;
- b. Commencing January 1, 2024 – 27.50 per mile;
- c. Commencing January 1, 2025 – 28.00 per mile;
- d. Commencing January 1, 2026 – 28.50 per mile

(22) Medications

- a. As Needed to Cover Drug Cost Increases

Medication	Current	New	Cost
FENTANYL	\$2.52	12.52	22.69 (10)
ASPIRIN	\$0.30	1.00	1.40 (btl)

AMIODRANONE	\$16.50	20.50	10.89
ATROPINE LURE JET	\$13.71	18.50	157.99 (10)
ATROPINE SYRINGE	\$16.68	30.50	25.49
EPI 1:1000 PEN	\$730.80	750.80	609.00
EPI 1:1000 AMPLUE	\$21.94	25.94	187.00 (10)
EPI 1:10,000 LURE	\$10.03	20.03	140.99 (10)
D-50	\$16.16	19.16	227.99 (25)
D-25	\$15.16	25.16	207.99 (10)
D-10	\$10.90	15.90	10.09
D-5	N/A	18.49	8.49
ORAL GLUCOSE	\$5.80	7.80	5.29 (3)
SODIUM BICARB 8.4	\$13.06	33.06	286.99 (10)
SODIUM BICARB 4.2	\$18.99	28.99	206.99 (10)
CALCIUM CHLORIDE	\$13.34	15.34	11.12
CALCIUM GLUCONATE	N/A	30.00	629.99 (25)
LIDOCAINE	\$9.40	11.40	83.99 (10)
FUROSEMIDE	\$6.21	26.21	14.89
NITRO TABS	\$4.68	5.68	24.79 (25)
NARCAN	\$46.87	146.87	78.99
MORPHINE AMPULE	\$4.50	14.50	82.94 (25)
DIAZEPAM	\$39.94	39.94	15.99 (100)
VERSED	\$4.24	5.24	22.79 (10)
ONDANSETRON VIAL	\$6.09	16.09	10.69
ONDANSETRON TAB	\$1.17	3.17	33.99 (30)
PHENERGAN	\$3.79	13.79	106.99 (25)
ALBUTEROL	\$.55	2.00	18.99 (30)
IPRATROPIUM	\$1.00	3.00	12.94 (25)
BENADRYL	\$3.09	13.09	8.49
DOPAMINE	\$23.98	33.98	24.99
DUO NEB	N/A	5.00	47.70 (30)
PITOCIN	\$9.70	13.70	222.99 (25)
METHYLPREDISOLONE	\$17.98	27.98	19.99
THIAMINE	\$16.39	18.39	374.25 (25)
TXA	\$74.38	74.38	259.99 (10)
NOREPINEPHRINE	\$21.94	55.94	45.79
LIDOCAINE JELLY	\$8.07	15.07	247.25 (25)
ADENOSINE 6MG	\$37.47	47.47	98.00 (10)
ADENOSINE 12 MG	\$59.98	69.95	247.90 (10)
GLUCAGON	\$304.78	314.78	256.99

GLUCAGEN	\$445.25	455.28	374.89
HALDOL	\$10.92	15.92	304.75 (25)
MAGNESIUM SULFATE 1G	\$4.78	16.78	11.79
MAGNESIUM SULFATE 5G	\$25.53	26.53	11.79
KETAMINE	N/A	25.00	190.99 (10)
NITROUS OXIDE	N/A	25.00	97.03 (btl)
NEO-SYNEPHRINE	N/A	15.00	7.19

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

Said Ordinance read and put on its passage this 25th day of October, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 8th day of November, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4487

A RESOLUTION APPROVING AN ELEVATOR MAINTENANCE AGREEMENT WITH KONE INC.

WHEREAS, the City of Miles City desires to enter into a maintenance agreement with KONE Inc. for the maintenance of City owned elevators in City Hall and the City Water Plant;

AND WHEREAS, the City desires to approve the agreement presented by KONE Inc., *EXCLUDING* the “KONE Value Added Services” provisions contained on pages 7 and 8 of the agreement presented by KONE Inc.;

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

1. That the “KONE Care Maintenance Agreement” attached hereto as Exhibit “A,” and made a part hereof, *EXCLUDING* pages 7 and 8, entitled “KONE Value Added Services,” is hereby approved and adopted by this council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document on behalf of the City of Miles City, excluding pages 7 and 8 of said document, and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25TH DAY OF OCTOBER, 2022.

John Hollowell, Mayor

ATTEST:

City Clerk

A black and white photograph of a city skyline at night, with numerous skyscrapers illuminated. Overlaid on the image are several white, curved lines that resemble data paths or network connections, starting from the top and curving downwards towards the buildings. The lines are composed of small white dots connected by thin white lines.

KONE CARE™ 24/7 CONNECT

KONE Care™ Maintenance Agreement

Prepared for: MILES CITY CITY HALL - Dave Harris

Date: October 7, 2022

Issued by: Blain Bermingham

Dedicated to People Flow™



October 7, 2022
Miles City City Hall & Water Treatment Plant
17 SOUTH 8TH ST & 67 WATER PLANT RD
Miles City, Montana, 59301

KONE
Helena
3157 Bozeman Ave.
Helena, MT
Phone: 406-531-3700
Fax:
Blain.Birmingham@KONE.com

Attn: Dave Harris

Re: KONE Care™ Maintenance Agreement
Miles City City Hall & Water Treatment Plant

Dear Dave Harris,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Miles City City Hall & Water Treatment Plant.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services.. Please let me know if you would like to learn more about this service.

Upon your approval, return a signed copy to your KONE representative. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 406-531-3700.

Respectfully,

Blain Birmingham
Sales Executive
KONE



Purchaser ("Purchaser"):
MILES CITY CITY HALL
17 S 8TH ST
MILES CITY, Montana 59301

Service Location ("Premises"):
Miles City City Hall & Water Treatment Plant
17 SOUTH 8TH ST & 67 WATER PLANT RD
Miles City, Montana 59301

KONE Inc. ("KONE")
Helena
3157 Bozeman Ave.
Helena, MT 59601

TENDER DATE: 10/07/2022

EFFECTIVE DATE: 11/01/2022

SCOPE OF SERVICES

1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Type	Sub-Type	Count
Other	Other		1
Montgomery	Elevator	Hydraulic	1

2. SERVICES

KONE will provide the labor to perform maintenance visits to examine and/or lubricate the following equipment areas per twelve month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

3. TESTING

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

6. EXCLUSIONS

This Agreement does not include hydraulic fluids.

No labor, except specified herein, parts or supplies will be furnished under this Agreement.

KONE shall not be obligated to: perform safety test other than those specified herein; install new attachments or make equipment changes, repairs or adjustments, corrected outstanding violations or deficiencies.

7. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

8. SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Escalator or automatic walks have the potential for end user injuries from passengers falling over the side of the escalator balustrade or autowalk platform to a lower level below when passengers ride the equipment in an unsafe manner. Therefore, although not required by ASME A17.1/CSA B44, KONE strongly recommends that you consult with your architect, structural engineer, contractor, security personnel, or other qualified building professional to review your operations and options to develop an appropriate fall protection solution to limit exposure to falls from your elevated equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

9. NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

10. THIRD PARTY SERVICES

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

11. NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERMS AND CONDITIONS

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of TEN (10) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of TEN (10) years. Either party may terminate this Agreement at the end of the initial TEN (10) year term or at the end of any subsequent TEN (10) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
- C. Upon termination of the of the Agreement, a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

5. PAYMENT TERMS

Payment is due net ten (10) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

8. INSURANCE AND INDEMNIFICATION

KONE will provide its standard certificate of insurance.

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

9. LIMITATION OF LIABILITY

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

11. FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

12. VENUE

The exclusive venue for any dispute between the parties shall be in the County and State of the Premises as set forth on Page 1.

13. PROPERTY RIGHTS

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the

Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

PRICE

\$199.39 per month payable by Purchaser annually in advance (\$2,392.62 per annual installment). If Purchaser does not sign this Agreement within 45 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$199.39 per month	
Semi-Annual in advance payment	3% Increase	\$205.37 per month	
Quarterly in advance payment	6% Increase	\$211.35 per month	
Monthly in advance payment	8% Increase	\$215.34 per month	

MILES CITY CITY HALL

 (Signature of Authorized Representative)

 (Print Name)

 Title

 Date

Respectfully submitted,

Blain Bermingham

KONE Inc.

 (Approved by) Authorized Representative

 Title

 Date

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. WATER PLANT ELEVATOR

CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of \$65.00 per month. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
3. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

A. KONE Care 24/7 Connect - Performance Analytics

If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

By initialing below, you are approving the above KONE Care 24/7 Connect - Performance Analytics services for the additional monthly fee of \$65.00.

ACCEPTED BY _____ DECLINED BY _____ Date: _____

4. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
WATER PLANT ELEVATOR	44265340			X

5. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
6. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
7. KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
8. The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
9. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer

shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. In the event this 24/7 Connected Services contract is cancelled within 5 years of this contract effective date, KONE will be reimbursed \$3500 per unit. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.

10. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

Attachment "A"
Amendments to Service Agreement

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

Annual Testing

KONE to complete an annual test on the LULA Lift under the service agreement.

Travel Time

Any billable travel time will not exceed 4 hours roundtrip.

Escalation Cap

4% yearly escalation cap

Special Billing Rates

A 20% discount will apply to KONE's current hourly billing rate for any billable items.

Maintenance Control Plan (MCP)

KONE will implement and complete the new code required MCP per the new elevator code adopted by the State of Montana effective 2022.

KONE General or Sales Manager Authorization

Signature

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

RESOLUTION NO. 4488

A RESOLUTION ADOPTING A REVISED PURCHASING POLICY FOR THE CITY OF MILES CITY, MONTANA.

WHEREAS, the City of Miles City wishes to implement a revised policy governing the process relative to all purchases made by the City of Miles City;

AND WHEREAS the City of Miles City has developed an updated policy with regards to the same;

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


1. The Purchasing Policy attached hereto as Exhibit "A" is hereby approved and adopted by the Council, effective immediately.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25TH DAY OF OCTOBER, 2022.

John Hollowell, Mayor

ATTEST:

City Clerk

 CITY OF MILES CITY POLICY & PROCEDURE	Effective Date:	02-2003
	Last Revised:	<u>10/25/22</u>
Purchasing Policy		
RESOLUTION # 4488		

Purpose & Scope

This document is intended to describe the policy and process that shall be followed by the City of Miles City relative to all purchases.

A. Authorization to Make Purchases

1. Upon the City Council's acceptance of budgets, all Department Directors are authorized to make purchases required for their departments in accordance with this policy.
2. The Department Director may designate other department staff to make the purchases for the Department; however, the Department Director will acknowledge ALL department purchases through signing off or initialing each transaction.

B. Montana Law References

1. MCA 7-5-4302 (1) requires that any automobile, truck, other vehicle, road machinery, other machinery, apparatus, appliances, equipment, materials, supplies, or any construction, repair or maintenance of any kind in excess of \$80,000, must be advertised & let to the lowest responsible bidder.
2. MCA 7-5-4302 (2) and (3) as well as MCA 7-5-4303 and MCA 7-5-4304 provide details on bidding & advertising requirements.
3. MCA 7-5-4305 explains that the bidding process cannot be circumvented by dividing a work or construction project into several contracts or separate work orders or similar device.
4. MCA 7-5-4306 & MCA 7-7-4104 explain limitations placed upon the use of installment purchase contracts.
5. MCA 7-7-4101 explains the purposes for which the City can incur indebtedness.
6. MCA 7-5-4310 explains that the city may make purchases at public auction for any vehicle, machinery, appliance, apparatus, building, or materials and supplies provided the sum is less than \$50,000.
7. MCA 15-70-101 explains that all Gas Tax funds must be disbursed to the lowest responsible bidder for projects set forth in MCA 7-5-2301 and 7-5-4302.

C. City Policy

1. Department Directors will purchase from local vendors when the item is available locally. Written explanation will be provided and retained by the Director when a local vendor is not the provider.
2. All documentation on purchases under Section A, B, C& D above will be kept in retrievable files within the appropriate Department.
3. All documentation on purchases for Section E below will be provided to the City Clerk's office for retention in a central location.

D. Process for Procurement by Purchase Order (PO)

1. The Department Director or designee will obtain an invoice from the vendor.
2. The Department Director or designee will prepare and sign the PO and properly code the Purchase Order.
3. The Department Director will insure delivery of signed & coded Purchase Orders to the City Clerk's office as they occur or insure that outstanding PO's are completed properly & delivered to City Clerk's office by the 25th of each month. PO's are paid **the next day after the first Council meeting** of each month.
4. The City Clerk's office will review the PO for completeness and proper coding.
 - a. Department Directors will be advised on POs that need correction or coding adjustment.
 - b. The City Clerk's office may return the PO for the Department Director to correct, or
 - c. The City Clerk's office may make any adjustments after consultation with the Department Director.
5. The City Clerk's office will make notes on any adjustments made to a PO that was not returned to the Department Director for adjustment.

E. Process for Procurement by Credit Card.

1. Departments will restrict those persons authorized to make purchases with the credit card(s) to as few as needed to meet department needs.
2. Department Directors will sign off on each purchase and code it for budgeting purposes.
3. The Department Director will receive a monthly statement from the credit card company. The Department Director or designee will check that all transactions are theirs; that documentation (charge slips, receipt or invoice) exists for every purchase; and that each purchase is properly coded for budget purposes.
4. The Department Director will insure that the City Clerk's office gets the original of the card statement and the originals of all documentation (charge slips, receipts or invoices) on a timely basis.
5. All disputed items on the monthly credit card statement, or billing errors or credits due are the responsibility of the Department to rectify or verify.
6. Department Directors and/or employees who are issued a card will sign a "Cardholder Agreement".
7. Credit card(s) will be kept in a secure location(s).
8. The credit card numbers should be protected and should not be posted at a desk or in an easily seen location.

9. The card holder will be responsible for reporting the loss/theft of the credit card to the City Clerk and Department Director immediately. The City Clerk will be responsible to report the loss of the credit card to the Credit Card Company.
10. Credit cards may not be used for any personal (non-City) use, such as: cash advances; meals, per diem that exceeds city policy, or any personal health & medical services.

F. Claims review and approval

1. The City Clerk's office will prepare checks to vendors and present the itemized list of reviewed claims to the City Council for approval before payment.
2. Council approval will be obtained at the first council meeting of each month. Each month before claims are approved by the City Council, the Chair of the City's Finance Committee or his/her designee, or the Mayor in the Chair's absence, will:
 - a. Review & approve the journal voucher register & supporting vouchers
 - b. Sign the monthly claims list as evidence of that approval;
 - c. Review and account for the numerical sequence of checks & account for any checks paid but not approved by list and confirm voided checks; and
 - d. Compare the claims register with the claims check register;

Attachments:

- Guide on How to Write Bid Specifications
- Compliance for Audits of Local Government on Procurement, Bid Letting, Contracts
- Purchasing policy guidelines

**Purchasing Policy Guidelines for the City of Miles City
June 2019**

Amount of Purchase	Policy/Process	Documentation Required
<p>A. Under \$9,999</p> <p>• Exception, see Below</p>	<p>1. Any manner deemed appropriate by department head manager.</p>	<p>1. Copy of invoice and signed purchase order or credit card receipt</p> <p>2. Attach documentation to claim</p>
<p>B. \$10,000 to \$14,999</p> <p>• Exception, see Below</p>	<p>1. Secure telephone quotations from a minimum of three vendors, whenever possible.</p> <p>2. Document if unable to obtain three quotations.</p>	<p>1. Must use purchase order/claim</p> <p>2. Record of telephone quotations with name of bidder and name of person submitting quote</p> <p>3. Attach documentation to claim.</p>
<p>C. \$15,000 to \$49,999</p> <p>• Exception, see Below</p>	<p>1. Payment by written purchase orders only, unless authorization to use a credit card is approved by the Mayor in advance.</p> <p>2. Secure written bids/quotes from a minimum of three vendors, whenever possible.</p> <p>3. Document if unable to secure three quotations.</p> <p>4. If purchase and amount was not approved in Budget, then the purchase must be approved in advance by City Council</p>	<p>1. Copy of invoice and signed purchase order/claim</p> <p>2. List of vendors</p> <p>3. Copy of Request for Quotation (RFQ) form</p> <p>4. Copies of all memoranda and correspondence concerning the purchase</p> <p>5. Written record of any phone conversations regarding the purchase with vendors ("Sole Source" documentation)</p> <p>6. Notification to Finance Committee and the Mayor if purchase is being awarded to someone other than the lowest bidder</p> <p>7. Attach documentation to claim</p>

D. \$50,000 to \$79,999	<ol style="list-style-type: none"> 1. Payment by written purchase orders only, unless authorization to use a credit card is approved by the Mayor in advance. 2. Secure written bids/quotes from a minimum of three vendors, whenever possible. 3. Document if unable to secure three quotations. 4. If purchase and amount was approved in Budget, it will need to go to Finance Committee for approval. If the purchase was not in the budget the purchase must be approved in advance by the Finance Committee and City Council 	<ol style="list-style-type: none"> 1. Copy of invoice and signed purchase order/claim 2. List of vendors 3. Copy of Request for Quotation (RFQ) form 4. Copies of all memoranda and correspondence concerning the purchase 5. Written record of any phone conversations regarding the purchase with vendors ("Sole Source" documentation) 6. Notification to Finance Committee and the Mayor if purchase is being awarded to someone other than the lowest bidder 7. Attach documentation to claim
E. . Over \$80,000 in equipment, supplies or construction costs	<p>Per appropriate section in Montana Codes Annotated, sealed bids with Public Opening; with legal review on the process prior to letting; followed by City Council approval. Solicitation of bids, only need to go to Finance Committee.</p>	<ol style="list-style-type: none"> 1. All of the above, plus: <ul style="list-style-type: none"> • Copies of all advertisements for bid. • Copies of bid specifications as supplied to vendors, • Copies of certified mail receipts, • Documentation of legal review of the bidding process by the City Attorney

~~*Excluded from the three (3) vendor quote, as long as it is budgeted for in that current year – are curbing, ramps, and cement flat work associated with ADA accessibility construction. This is for projects that are under \$25,000. Any one (1) project over \$25,000 will need the three (3) vendor quotes.~~