



# CITY OF MILES CITY AGENDA

*Regular Council Meeting*

*July 9, 2024*

*City Council Chambers*

*6:00 p.m.*

*and online at zoom.us (ID- 4062343462 Passcode- 59301)*

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. REQUEST OF CITIZENS & PUBLIC COMMENT

Keep Miles City Beautiful- Discuss plans for improvements to gazebo at Riverside Park.

2.

3. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

A. Regular City Council Meeting 06/25/2024

B. Public Service Committee Meeting 06/04/2024

4. SCHEDULE MEETINGS

5. STAFF REPORTS

6. CITY COUNCIL COMMENTS

7. MAYOR COMMENTS

8. BID OPENINGS

-CITY HALL JANITORIAL CONTRACT

9. UNFINISHED BUSINESS

A. APPROVE FLOODPLAIN ADMINISTRATOR/PLANNER ASSISTANT POSITION DESCRIPTION. (*HUMAN RESOURCES COMMITTEE RECOMMENDS APPROVING*).

B. APPROVE AWARDING THE FULL COST OF PARKING LOT PAVING AND RELATED CONCRETE WORK, WHICH WOULD REPRESENT ABOUT \$51,000.00 BASED ON LOW BIDDER TOP GUN ASPHALT'S MARCH 2023 PROPOSAL. (*TIF BOARD RECOMMENDS APPROVING*).

C. APPROVE AWARDING SEVENTY-FIVE PERCENT OF THE COST OF REPLACING SIDEWALK ADJACENT TO THE 600 CAFÉ, AND THE BACKFILLING OF UNDERGROUND SPACE BENEATH THE SIDEWALK, WHICH WOULD REPRESENT ABOUT \$13,875 BASED ON THE LOW BIDDER DOUBLE J CONCRETE'S OCTOBER 2023 PROPOSAL. (*TIF BOARD RECOMMENDS APPROVING*).

10. NEW BUSINESS

A. RESOLUTION NO. 4564 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE MONTANA

**DEPARTMENT OF TRANSPORTATION FOR STREET SWEEPING FOR FISCAL YEAR 2024-2025.**

- B. RESOLUTION NO. 4566 - A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEAR 2024-2025 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101, AND PROVIDING FOR HEARING THEREON.**
- C. APPROVE SENDING TERMINATION NOTICE TO MIDDRIVERS FOR TELEPHONE SERVICES.**
- D. RESOLUTION NO. 4567 - A RESOLUTION APPROVING AN IP VOICE SERVICE AGREEMENT WITH RANGE, A MONTANA CORPORATION, TO PROVIDE A TELEPHONE SYSTEM TO THE CITY OF MILES CITY AND TO PROVIDE MAINTENANCE OF SUCH PHONE SYSTEM.**
- E. RESOLUTION NO. 4568 - A RESOLUTION GRANTING A REVOCABLE LICENSE TO EMMA MEIDINGER FOR A FENCE ENCROACHMENT UPON CITY OF MILES CITY RIGHT OF WAY FOR BUTLER STREET FOR THE BENEFIT OF LOTS 1 THROUGH 3 IN BLOCK 28 OF THE HIGHLAND PARK ADDITION TO THE CITY OF MILES CITY, COMMONLY KNOWN AS 900 SOUTH STREVELL AVENUE.**
- F. RESOLUTOIN NO. 4569 - RESOLUTION AUTHORIZING PARTICIPATION IN THE MONTANA BOARD OF INVESTMENTS OF SHORT-TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO.**

**11. 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 June 25, 2024**  
**6:00 p.m.**

**CALL TO ORDER**

The Regular Council meeting was held Tuesday, June 11, 2024, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana and online at zoom.us. Mayor Dwayne Andrews called the meeting to order. Council Members present were Pamela Bovee, Ed Pulecio, Rick Huber, Trevor Power, Kevin Thomason, Don Simpson and Brant Kassner. Council Member Karissa Nissen was not present.

Also present were City Attorney Dan Rice, Police Chief Doug Colombik, Interim Fire Chief Ed Kanduch, Building Inspector Gabe Martinsen, Library Director Sarah Peterson, Dispatch Director Lyne Anderson, and City Clerk/Minute Recorder Mary Rowe.

**PLEDGE OF ALLEGIANCE**

Mayor Andrews led the Council in the Pledge of Allegiance.

**REQUEST OF CITIZENS & PUBLIC COMMENT**

Brenda Little 219 S Jordan spoke on behalf of MCII. They would like to offer free swimming for families on August 10<sup>th</sup> for an Oasis Luau. There will be food catered and raffle prizes. They are willing to pay for any additional costs associated including additional lifeguards.

**\*\*** *Councilperson Kassner moved to allow MCII to host this event, and seconded by Councilperson Simpson. On rollcall vote the motion **passed**, 7-0.*

**APPROVAL OF COUNCIL & COMMITTEE MINUTES**

**Regular City Council Minutes: 6/11/2024**

**\*\*** *Councilperson Kassner moved to approve the minutes of the Regular Council Meeting of June 11<sup>th</sup>, 2024, subject to any changes, and seconded by Councilperson Simpson. The motion **passed** by unanimous consent, 7-0.*

**Human Resources Committee Minutes: 06/17/2024**

**\*\*** *Councilperson Power moved to approve the minutes, subject to any changes, and seconded by Councilperson Pulecio. The motion **passed** by unanimous consent, 7-0.*

## SCHEDULE MEETINGS

*The following meetings will be held in the City Hall Conference Room:*  
Finance Committee Meeting      July 1, 2024      5:30 pm

## APPOINTMENTS

Library Board – Christina Stuart

\*\* *Councilperson Simpson moved to approve the appointment, and seconded by Councilperson Pulecio. The motion **passed** by unanimous consent, 7-0.*

## PROCLAMATIONS

None

## STAFF REPORTS

Dispatch Director Lyne Anderson noted that the 911 board quarterly meeting is tomorrow in Terry to discuss the upcoming years 911 budget.

Library Director Peterson announced that the library has installed fully accessible doors on the building. You don't even have to push a button for them to open. This makes the library fully accessible to everyone.

Building Inspector Martinsen reminded council they can call him anytime with any questions. He added that business in his department has remained steady.

## CITY COUNCIL COMMENTS

None

## MAYOR COMMENTS

Mayor Andrews wanted to give the parks department a round of applause for how good the parks look. He noted that the department is now short handed and somehow, they are still keeping up with all the work. He is going to have a meeting with the wind farm regarding impact. He read the existing ordinance about fireworks and stated that we will continue with the same ordinance this year. He is still working with the county commissioners on the interlocal agreement. He mentioned Director Malenovsky is working with the Custer County Water and Sewer District on a map of people who have signed documentation of no protest for annexation.

## COMMITTEE RECOMMENDATIONS

Human Resources Committee Recommends Approving Floodplain/Planner Assistant Position Description.

## BID OPENINGS

-CITY HALL JANITORIAL CONTRACT

There were no bids.

## PUBLIC HEARINGS

- A. **ORDINANCE NO. 1380 (*Second Reading*) – AN ORDINANCE AMENDING CERTAIN ZONING PROVISIONS PERTAINING TO LOT SIZE, SET BACKS, AND TINY HOMES.**

\*\* Mayor Andrews called for proponents three times and opponents three times. Hearing none the hearing was closed.

- B. **ORDINANCE NO. 1381- (*Second Reading*) – AN ORDINANCE AMENDING SECTION 24-81 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY REGARDING EXEMPTIONS FROM DEVELOPMENT ACTIVITY.**

\*\* Mayor Andrews called for proponents three times and opponents three times. Hearing none the hearing was closed.

## UNFINISHED BUSINESS

- A. **ORDINANCE NO. 1380 (*Second Reading*) – AN ORDINANCE AMENDING CERTAIN ZONING PROVISIONS PERTAINING TO LOT SIZE, SET BACKS, AND TINY HOMES.**

\*\* *Councilperson Power moved to approve the Ordinance, read by title only and seconded by Councilperson Pulecio. The motion passed by unanimous consent, 7-0.*

- B. **ORDINANCE NO. 1381- (*Second Reading*) – AN ORDINANCE AMENDING SECTION 24-81 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY REGARDING EXEMPTIONS FROM DEVELOPMENT ACTIVITY.**

\*\* *Councilperson Simpson moved to approve the Ordinance, read by title only and seconded by Councilperson Pulecio. The motion passed by unanimous consent, 7-0.*

## NEW BUSINESS

- A. **Approve Floodplain Administrator/Planner Assistant position description.**

\*\* *Councilperson Bovee moved to approve the position, seconded by*

*Councilperson Power.*

Councilperson Huber stated he is concerned about hiring someone with the budget looking unfavorable. Mayor Andrews stated he doesn't disagree but this is just approving the job description. We can wait on hiring until later.

\*\* *Councilperson Pulecio moved to table the position description, seconded by Councilperson Thomason. The motion **passed 4-3** with Councilpersons Huber, Pulecio, Thomason, and Simpson voting for. Councilpersons Bovee, Power, and Kassner voting against.*

### **ADJOURNMENT**

\*\* *Councilperson Pulcio moved to adjourn the meeting, seconded by Councilperson Simpson and passed unanimously.*

The meeting was adjourned at 6:18 p.m.

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**Dwayne Andrews, Mayor**

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**Jody Kinsey, Deputy City Clerk**

## PUBLIC SERVICE COMMITTEE MEETING

June 4th, 2024

The Public Service Committee met July 2nd, 2024 in the City Hall Conference Room, 17 S. 8<sup>th</sup> Street, Miles City, Montana and online at zoom.us. Present were Committee Members, Ed Pulecio, Rick Huber, and Donald Simpson. Committee Member Kevin Thomason was not present. Also present was Public Works Director Samantha Malenovsky.

Chairperson Donald Simpson opened the meeting at 5:15pm

### 1. Request of Citizens

None

### 2. Discussion and Recommendation of use of kayaks, canoes, and paddle boards at the Oasis.

There was discussion on use of lifejackets and what age children would require adult supervision.

\*\* *Committee Member Huber moved to recommend the use of kayaks, canoes, and paddle boards at the Oasis to the full council, seconded by Committee Member Pulecio, no vote was taken.*

There was discussion on use of lifejackets and what age children would require adult supervision.

\*\* *Committee Member Huber moved to make a recommendation to further it, after final review of Dan Rice to move forward with this project, seconded by Committee Member Pulecio and **passed 3-0.***

### 3. Discussion and Recommendation of park use permits and activity fees.

\*\* *Committee Member Pulecio moved to recommend park use permits and fees, Committee Member Huber recommended adding that the five-year park use permits be changed to yearly, seconded by Committee Member Pulecio, and **passed 3-0.***

### 4. Adjournment



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

*The meeting was adjourned at 5:52pm*

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Donald Simpson, Committee Chair

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Jody Kinsey, Recorder

# Miles City Downtown Urban Renewal Agency

CITY OF MILES CITY, MONTANA

Todd Gillette, Chair

Ally Capps, District Area Coordinator

Echo Gaskill \* Dawn Bolejack \* Kenneth Stein \* Elizabeth Patten

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## Miles City Downtown Urban Renewal Agency Board of Commissioners

### Meeting Minutes February 2, 2024

#### CALL TO ORDER

Meeting called to order at 1:05 PM by Commissioner Chair Gillette; a quorum was established.

**Members Present:** Todd Gillette, Ken Stein, Dawn Bolejack, Echo Gaskill.

Also present were Miles City Police Department representatives Chief Doug Colombik, Captain Dan Baker, and Detective Lieutenant Dustin Sloan, as well as MCAEDC and Chamber of Commerce Executive Director John Laney.

**Minutes** of the July 20, 2023 meeting were not available for review.

**Financial Reports** as of December 31, 2023 were reviewed. One question related to a budgeted expense item was clarified by City Clerk Mary Rowe, who joined the meeting briefly for that specific discussion.

#### CITIZEN REQUESTS

None

#### REPORTS

None

#### NEW BUSINESS

##### **New Requests for TIFD Funding**

A request for assistance in funding the renovation of the 419 North 7<sup>th</sup> St Miles City Police Department building was presented by Chief Doug Colombik. After discussion, a motion was made by Dawn Bolejack, seconded by Echo Gaskill, and unanimously carried to award, subject to City Council approval, the **full cost** of parking lot paving and related concrete work, which would represent about \$51,000.00 based on low-bidder Top Gun Asphalt's March 2023 proposal.

A request from Chis and Gloria Grenz for assistance in funding the replacement of sidewalk adjacent to the 600 Café, and the backfilling of underground space beneath the sidewalk, was reviewed by the Board of Commissioners. After discussion, a motion was made by Dawn Bolejack, seconded by Echo Gaskill, and unanimously carried to award, subject to City council approval, seventy-five percent of the cost of the project, which would represent about \$13,875 based on the low-bidder Double J Concrete's October 2023 proposal.

## **Montana Main Street Program**

The Board discussed the City's possible eligibility for 2024 Main Street grant, which has been used in the past to award facade improvement grants. Follow-up reporting related to 2021's Main Street grant is needed for Miles City to be fully eligible, and the grant application then is due by February 28.

## **OLD BUSINESS**

The Board discussed the status of pending awards, which was limited to a request from John Goff related to sidewalk work adjacent to his business on 5<sup>th</sup> Street. That award has been approved by City Council and will be paid upon the completion of work and submission of paid invoices.

## **MEMBER ROUND TABLE**

There was a general discussion of the limitations of TIFD funding.

## **ADJOURNMENT**

A motion was made by Todd Gillette and seconded by Dawn Bolejack to adjourn. The meeting adjourned at 2:35 PM.

Respectfully Submitted,

Todd Gillette, Chair URDA Board of Commissioners

# Staff Reports



# Miles City Fire Rescue

## CITY OF MILES CITY

www.milescityfirerescue.com



2800 Main Street  
Miles City, MT 59301

Telephone (406) 234-2235  
Email: [Firechief@milescity-mt.org](mailto:Firechief@milescity-mt.org)  
Fax (406) 874-8666

July 9<sup>th</sup>, 2024

### Staffing:

1. New Hire search beginning
  - a. Interviewed June 19, have hiring list for firefighters

### Training

1. CISM/ Peer Training August 5-7

### Apparatus:

1. Apparatus Capital Improvement Inventory List.
  - a. Response Staff vehicles - used
  - b. Need for a single Type V wildland response apparatus
    - i. Urban interface response within city boundaries
    - ii. Looking into options aside from purchasing

### Equipment:

1. Annual SCBA Hydro Testing
2. Annual Ladder testing

### Community:

1. Still covering S/W corner of Prairie County for ambulance (Milwaukee bridge closure)
  - a. Unsure of end date

### Facility:

1. New fire station building
  - a. Move and turnover date pushed back.
  - b. Destructive training to take place at old facility before turned over.
2. Logistics plan for relocation implemented
  - a. We will be relocating to Askins

### Responses:

- a. YTD Firefighter Fatalities: 28 (Up 3 from last report)
- b. Call Volume ytd: 862 (Up 2.3% from last year 843)
- c. Total call Volume last year: 1739

## STAFF REPORT

Department: Building Department

Contact: Gabe Martinsen 874-8611  
Gmartinsen@milescity-mt.org

Revocable License

Property Owner: Emma Meidinger, 900 S. Strevelle

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The owners at 900 S. Strevell would like to put a fence up on the side of their yard. They have a corner lot on Butler and Strevell. Set backs for this property show a fence line to be placed at 17ft back from the back of curb on the Butler side of the street. The 6foot privacy

The owners have proposed the wish to shorten up the set back to 10ft from the Butler side. The portion of the fence which is to be placed on the city property which requires a license to be issued will be the butler street right of way. The fence will have a 45 -degree angle when approaching the corner of Butler and Stevell and the height will conform to all clear vision triangle requirements. The 45-degree angle will start 48 feet back from the Strevell back of curb and continue in that angle to the front property line. At the angle point the fence will then be shorter to adhere to all fencing requirements 36 in in height.

All other set backs, heights, and vision triangles will be followed to city ordinance and the owners have drawn up a sketch to show where they wish to construct the fence.

The HIGHLAND PARK ADDITION, S34, T08 N, R47 E, BLOCK 028, Lot 001 - 003

# New Business

**RESOLUTION NO. 4564**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION FOR STREET SWEEPING FOR FISCAL YEAR 2024-2025.**

*WHEREAS*, pursuant to Section 60-2-204 MCA the City of Miles City has negotiated an agreement with the Montana Department of Transportation for the City of Miles City to provide street sweeping and flushing services upon specific sections of state highway within or abutting the City of Miles City, a copy of which is attached hereto as Exhibit "A";

*AND WHEREAS*, the City Council of the City of Miles City finds that it is in the best interest of the City of Miles City to enter into such agreement with the Montana Department of Transportation;

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

1. The Agreement for the provision of street sweeping and flushing service between the City of Miles City, Montana and the Montana Department of Transportation, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and to bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 9<sup>TH</sup> DAY OF JULY, 2024.**

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Dwayne Andrews, Mayor

ATTEST:

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Mary Rowe, City Clerk





Lawrence J. Flynn, Interim Director  
Shane Mintz, District Administrator

Glendive District Office  
503 N River Avenue • PO Box 890  
Glendive MT 59330-0890

April 25, 2024

Honorable Dwayne Andrews  
City of Miles City  
PO Box 910  
Miles City, MT 59301-0910

Subject: Street Sweeping/Cleaning Agreement

Dear Sir,

Attached you will find the Street Sweeping/Cleaning Agreements for the period of July 1, 2024, to June 30, 2025.

Please review and sign the two original agreements in the appropriate space, please keep a copy for yourself and then send a copy back to me:

MDT  
Sandy Johnson  
PO Box 890  
Glendive, MT 59330

If you have any questions, please feel free to give me a call at 406-345-8205.

Kind Regards,

A handwritten signature in black ink that reads "Sandy Johnson".

Sandy Johnson  
Area Admin. Supervisor  
MDT-Glendive  
406-345-8205

Montana Department of Transportation  
Miles City Maintenance Division  
217 North Fourth Street  
Miles City, Montana 59301

## Street Sweeping Agreement

This agreement is between the City of Miles City and the Montana Department of Transportation (MDT) for defining street sweeping and flushing responsibilities of the City and MDT in accordance with state law which allows MDT to enter into an agreement with local governments to provide maintenance of State routes with provision for full reimbursement. The term of this agreement shall be for one year beginning July 1, 2024.

**LIMITS OF AGREEMENT:** The listing of streets and intersections identified under items covered is a full and complete listing of areas covered by this agreement. Unless otherwise defined, that list includes all intersections along the route and intersecting streets for a distance of 15' or to the end of the curb radius return, whichever is greater, and shall include all of the street right of way. During the term of this Agreement, additional areas may be added by written Agreement of the parties.

**SCOPE OF AGREEMENT:** This agreement covers all activities ordinarily associated with street sweeping and flushing activities.

**ITEMS COVERED:** Payment to the City for this Agreement shall be for the following:

STREET CLEANING ACTIVITIES:

The City will flush the streets identified below once per week and sweep and clean the streets identified below once every other week, unless otherwise noted. This will begin July 1, 2024, through October 15, 2024 and begin again on April 15, 2025 through June 30, 2025, approximately six months.

- a. Main Street beginning at the westernmost end of the Tongue River bridges proceeding east to the intersection of Main Street and Haynes Avenue.
  - b. North Seventh Street beginning 15' south of the intersection of North Seventh Street and Main Street and proceeding North to the old Milwaukee Railroad tracks.
  - c. Haynes Avenue beginning at the intersection with East Main Street and proceeding south to the south side of the entrance to the Comfort Inn, south of the Broadus Interchange. \*The City of Miles City will sweep and flush every 3<sup>rd</sup> week of the month.
  - d. The Montana Department of Transportation will assist in sweeping activities when excessive sand or leaves have been deposited on the designated state routes.
- If additional sweeping or flushing is requested by the Montana Department of Transportation, and approved by the Maintenance Chief, the agreed rate will be \$55.00 per hour for sweeping and \$32.00 per hour for flushing.

**MONTANA PRODUCT PREFERENCE:** The City will provide Montana-made goods where those goods are comparable in price and quality to those required by this Agreement pursuant to Section 18-1-112(1), MCA.

**COSTS / PAYMENT:** The costs associated with this Agreement shall be \$1800.00 per month for a period of six months beginning July 1, 2024, and ending June 30, 2025. This will be a lump sum cost for the activity described, and shall be paid to the City on an annual basis.

The City shall submit billing and a narrative summary of the work done in the period of this Agreement on or before June 10, 2025. MDT agrees to make payment within 20 calendar days of receipt of the billing.

**RECORDS:** The labor, equipment and materials used on the streets covered in this Agreement shall be assigned a special budget category by the City. No record keeping shall be attempted to break contractual costs against individual streets that are covered in this Agreement. All City records concerning this project are open for review and/or audit by representatives of MDT or the Legislative Auditor at any reasonable time.

**TERMINATION:** This Agreement may be terminated upon thirty days written notice, delivered by certified mail, return receipt requested, by either party. Upon service of such notice, MDT is liable only for actual work completed as of the date of the notice.

**HOLD HARMLESS / INDEMNIFICATION:** MDT agrees to hold harmless and/or indemnify the City for damages resulting from the construction or design done by MDT of the streets and areas covered by this Agreement. This holds harmless / indemnification clause shall not cover damages, which are caused whether directly or indirectly by the work done by the City pursuant to this Agreement. The City agrees to defend, protect, indemnify and save harmless MDT and the State against and from all claims, liabilities, demands, causes of action, judgments, and losses claimed to be due to the City's performance of the activities of this Agreement.

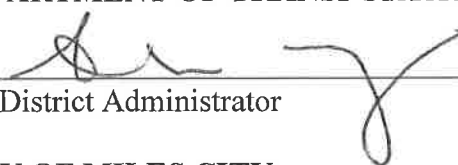
**CIVIL RIGHTS COMPLIANCE:** The City must comply with all applicable Federal and State laws including, but not limited to, prevailing wage laws and those laws referred to in the two-page NOTICE attached hereto, which is made a part of this Agreement by its reference.

**LAW AND VENUE:** The laws of Montana govern This Agreement. The parties agree that, in the event of any dispute concerning this Agreement, any litigation will be adjudicated utilizing the appropriate, established legal/judicial systems.

**ENTIRE AGREEMENT:** This document, with the attached Notice, contains the entire Agreement between the parties, and no statements, promises or inducements made by either party or its agents which in any way modifies, alters or changes the contents of the document is binding. Any subsequent modification must be done by a separate written document.

IN WITNESS THEREOF, the parties hereto caused this Agreement to be executed in duplicate by their duly authorized officers.

**STATE OF MONTANA  
DEPARTMENT OF TRANSPORTATION**

By:  Date 4/30/2024  
District Administrator

**CITY OF MILES CITY**

By: Drayne Andrews Date 6/24/24  
Title: Mayor  
Attest: Mary Powell  
City Clerk

Enclosures  
Notice Approved for Legal Content per the attached signature page of the original Agreement.

## **RESOLUTION NO. 4566**

### **A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEAR 2024-2025 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101, AND PROVIDING FOR HEARING THEREON**

*WHEREAS*, the City of Miles City by Ordinance 1202 established Business Improvement District No. 101;

*AND WHEREAS*, §7-12-1132 MCA requires the trustees of such business improvement district to annually submit to the City Council of the City of Miles City, for its approval, a work plan and proposed budget for the ensuing fiscal year;

*AND WHEREAS*, on July 2, 2024, the trustees of said District did submit to the City Council their proposed work plan for FY 2024-2025;

*AND WHEREAS*, the City Council has considered and approves of such work plan and proposed budget, and desires to finally approve the same, following a public hearing as required by §7-12-1132(3) MCA

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

Upon hearing and full consideration, the City Council of the City of Miles City hereby approves the work plan and proposed budget of Business Improvement District No. 101 for FY 2024-2025, attached hereto as Exhibit "A" and made a part hereof.

**BE IT FURTHER RESOLVED** that pursuant to §7-12-1132(3) MCA, a public hearing shall be held on the above proposed approval on the 23<sup>rd</sup> day of July, 2024, at 6:00 p.m. in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §15-10-203 MCA, at least 2 times with at least 6 days separating each publication. Such publication shall be placed in a portion of the newspaper other than that portion utilized for legal and classified advertisements.

**SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 9<sup>TH</sup> DAY OF JULY, 2024.**

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

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

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 23<sup>RD</sup> DAY OF JULY, 2024.**

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

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

## 2024 TBID SPENDING RECAP

Beginning Balance \$7,638.65

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Tournament Support \$42,251.64

Advertising \$10,470.83

Local Events \$54,635.97

Conventions \$6,098.27

Ins./Dues \$3,986.00

Recruitment \$15,500.00

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EXPENDITURES \$126,844.44

COLLECTIONS \$147,267.00

ACCRUALS \$0.00

Ending Balance \$20,422.56

## **TBID FY 2025 Marketing Plan Proposed Budget**

**BEGINNING BALANCE: \$20,422.56**

Tournament Support: \$50,000.00

Advertising: \$30,000.00

Local Event Support: \$30,000.00

Convention Support: \$20,000.00

Insurance: \$2,000.00

Recruitment: \$16,500.00

Dues: \$1,500.00

**TOTAL EXPENDITURES: \$150,000.00**

**TOTAL COLLECTIONS: \$150,000.00**

**ENDING BALANCE: \$20,422.56**



**RESOLUTION NO. 4567**

**A RESOLUTION APPROVING AN IP VOICE SERVICE AGREEMENT WITH RANGE, A MONTANA CORPORATION, TO PROVIDE A TELEPHONE SYSTEM TO THE CITY OF MILES CITY AND TO PROVIDE MAINTENANCE OF SUCH PHONE SYSTEM.**

*WHEREAS*, the City of Miles City has solicited proposals for the provision of a new telephone system for the City of Miles City for a maintenance agreement for such phone system;

*AND WHEREAS*, pursuant to such request for proposals, Range, 2325 Front Street, Forsyth, MT 59301, has supplied a written proposal to provide such new telephone system and a maintenance agreement being attached hereto as Exhibit "A", and made a part hereof;

*AND WHEREAS*, the finance committee of the City Council of the City of Miles City has reviewed the proposal of Range and has recommended to the City Council that it accept such proposal at the prices and the terms and conditions set forth in Exhibits "A";

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

1. The proposal of Range, a Montana corporation, of 2325 Front Street, Forsyth, MT 59301, to provide a telephone system as set forth in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted by this Council.
2. The proposal of Range, a Montana corporation, of 2325 Front Street, Forsyth, MT 59301, to provide maintenance for such telephone system as set forth in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted by this Council.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute acceptance of the above agreement on behalf of the City of Miles City and bind the City of Miles City thereto.
4. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said proposals and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 9TH DAY OF JULY, 2024.**

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Dwayne Andrews, Mayor

ATTEST:

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Mary Rowe, City Clerk

# RANGE IP VOICE SERVICE AGREEMENT

This Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ ("CUSTOMER") located at \_\_\_\_\_ and ("RANGE"), located at \_\_\_\_\_.

WHEREAS RANGE is a provider of communications services IP Voice Service (Service);

WHEREAS CUSTOMER desires to contract with RANGE for the provision of one or more services; and

NOW THEREFORE in consideration of the commitments contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

## 1. SERVICE

- I. RANGE IP Voice Service ("Service" or "IP Voice Service") is a service offering consisting of (i.) Professional Services project management and turnkey implementation of the RANGE-provided IP Voice solution and network services; (ii.) the provision of IP Voice manufacturer hardware and software applications, telephone handset(s) and related applications (collectively "Equipment") at Customer-specified service location(s) ("Premises"); (iii.) the furnishing of voice and data access, local, and long distance services; (iv.) the service and support of Equipment at such Premises; (v.) on-going lifecycle management; (vi.) local moves, adds, and changes; and (vii.) proactive monitoring and alerting.
- II. Service is provided, in part, via a centralized multi-tenant IP PBX Equipment that accommodates customers with IP telephone stations and all necessary hardware, software, and equipment.
- III. The Service provides basic voice service calling features. In order for Customer to qualify for IP telephone handsets for use in connection with the Service, Customer must qualify itself as IP-ready. RANGE will evaluate, design, provision, maintain and manage Service based on a configuration proposed to, and accepted by, Customer as detailed in the accompanying Service Order ("SO").
- IV. In the event of any inconsistency between the terms and conditions set forth in the corresponding SO and these IP Voice Service terms, these IP Voice Service terms will control.

## 2. AGREEMENT

The Services' term will begin on the Start Date of the initial Order and continue for the initial term set forth in the initial Order ("Initial Term"). Upon expiration of the Initial Term, all Lease Charges for equipment will no longer be applicable, and all other recurring Services will automatically renew for successive periods of twelve (12) months (each a "Renewal Term") unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to the Account after the initial Order is submitted will start on the Start Date of the subsequent Order and will run conterminously with the then-current term of any pre-existing Services. These additional Services will be billed on the same billing cycles as the pre-existing Services.

### 3. PRICING

- I. Monthly Recurring Charge. The Monthly Recurring Charge incorporates any combination of the following system, telephone, network, and service and support elements:
  - a. Call origination and termination within the 48 Contiguous United States;
  - b. System service and support;
  - c. Caller ID;
  - d. Management Fee (If applicable);
  - e. Lease Fee (If applicable);
  - f. Static IP; and/or
  - g. Broadband Connection(s) (if applicable)
- II. Recurring charges for the Services begin on the Start Date and will continue for the Term. Recurring charges (such as charges for SIP trunks, licenses, management fee) will, once incurred, remain in effect for the Initial Term (as described in an Order Form) or the then-current Renewal Term. Recurring charges related to leased equipment will remain in effect for the Initial Term only. RANGE will provide notice of any proposed increase in charges no later than thirty (30) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RANGE is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased within thirty (30) days' written notice.
- III. Manufacturer and third-party applications that may be listed on the SOA under separate line items and are included in the Monthly Recurring Charge may include the following:
  - a. System Licensing;
  - b. System Hardware;
  - c. System Features;
  - d. Faxing;
  - e. Voicemail Services; and/or
  - f. Soft Phone

### 4. BILLING AND PAYMENT

- I. The Customer will pay all applicable charges for the Service as detailed in Service Orders which may be submitted from time to time.
- II. Charges will be invoiced monthly, and RANGE must receive payment from the Customer within thirty days of issuance of the invoice. A failure by Customer to timely pay is a material breach of this Agreement.
- III. Any past due amounts are subject to an interest charge of the lower of one and one-half percent (1-1/2 %) per month or the highest rate permitted by law, plus all reasonable fees, including attorneys' fees, and costs of collections.
- IV. The prices stated in this Agreement and the Service Order do not include any applicable federal, state, or local taxes, fees, and surcharges, and unless the Customer provides to RANGE a valid exemption certificate, the Customer will pay such applicable taxes, fees and surcharges upon receipt of an itemized RANGE invoice.
- V. The monthly charges will be billed effective as of the date the Service is first made available for Customer's use.

- VI. RANGE may adjust or impose additional charges to recover amounts it may be required by governmental or quasi-governmental authorities to collect from or pay to others to support statutory or regulatory programs during the term of this Agreement. An example of such a program is the "Universal Service Fund" which currently does not apply to the subject matter of this Agreement, but which may apply in the future as a result of governmental actions.
- VII. If the Customer requests that RANGE expedite the delivery of Service, RANGE will use reasonable efforts to expedite the delivery and the Customer will pay any applicable charges to expedite.
- VIII. If the Customer, in good faith, disputes a bill or a portion of a bill, it must do so in writing within sixty days from receipt of the bill. Failure to do so constitutes a waiver of any billing dispute. In order to be considered a valid dispute, the billing dispute must be:
  - a. Brought in good faith;
  - b. Timely raised;
  - c. Specifically identify the bill or portion of bill which is in dispute and the basis for dispute;
  - d. All non-disputed portions of the bill must be timely paid; and
  - e. The disputed amount may not be used as an offset or credit against future bills.
- IX. Customer will not be in default for failure to pay a disputed amount in a bill provided it meets the criteria for a valid dispute. RANGE and Customer will work promptly to resolve all billing disputes. Any billing dispute not resolved within sixty days from the date the billing dispute was raised may be arbitrated in accordance with Section 6 of this Agreement.

## 5. EQUIPMENT AND SOFTWARE

Customer may purchase or lease equipment from RANGE for use with the Services. The terms and conditions that govern any such transaction can be found at:

- a. Purchase: <https://www.range.net/legal>
- b. Rental: <https://www.range.net/legal>

## 6. TERM & TERMINATION

- I. Unless it is terminated earlier pursuant to other sections of this Agreement, this Agreement shall be in effect as of the effective date first written above and for an Initial Term period of 36 months. Upon expiration of the Initial Term, recurring Services will automatically renew for successive periods of twelve (12) months (each a "Renewal Term") unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to the Account after the Initial Order is submitted will start on the Start Date of the subsequent Order, will run conterminously with the then-current term of any pre-existing Services and charges will be prorated based on the then-current Agreement term, and will be billed on the same billing cycles as the pre-existing Services.
- II. On or after the commencement of term, the Customer may terminate service prior to the end of the Service Term commitment with a thirty (30) days prior written notice to RANGE, but will be liable for (a) 100% of the cost of all equipment, third-party licensees, and software; and (b) early termination charges which for purposes of this subsection will be 100% of the base monthly charges for the services defined in the Service Order, which are being terminated, multiplied by the number of months remaining in the Service Term. This early termination charge will not apply if: (i) the Customer terminates service due to RANGE being in default; or (ii) RANGE terminates service due to any reason other than the Customer being in default.

- III. RANGE may suspend service and/or terminate this Agreement if the Customer breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from RANGE. RANGE may immediately suspend IP Voice, Data Services and/or terminate the IP Voice and Data services provided without notice if one or more of the following conditions are met:
  - a. In order to prevent damage to or degradation of its data /Internet network integrity which may be caused by the Customer or anyone using the Customer's network;
  - b. To comply with any law, regulation, court order, or other governmental request or order which requires immediate action;
  - c. For a violation of RANGE Internet Acceptable Use Policy ("AUP") as posted at [www.range.net/legal/](http://www.range.net/legal/) which may be modified by RANGE without notice from time to time;
  - d. For other behavior that in RANGE's sole discretion may be deemed to be illegal or otherwise to protect RANGE from legal liability; and/or
  - e. For a violation of RANGE General Terms and Conditions as posted at [www.range.net/legal/](http://www.range.net/legal/).
- IV. Should RANGE terminate the Agreement due to Customer breach of the Agreement and failure to cure, Customer will be deemed to have terminated the agreement and the construction and material charges and early termination fees set forth in Section II shall be applicable.
- V. The Customer may, at any time, during the specified "Term" of the Service Order, upgrade to a higher grade of service with an equal or longer term at no penalty. There will be no refund of monthly charges or any portion thereof that will have been paid to date under the previous Term Agreement. Such upgrade will be set forth in a written revised Service Order which will be appended to and become a part of this Agreement.

## 7. SERVICE REQUIREMENTS

To receive IP Voice Service, Customer must execute, and RANGE must accept, a Service Order ("SO") establishing the rights and obligations of Customer and (including its contractors) with regard to the provisioning of Service and Equipment. The following conditions may be required to be met before RANGE will deliver services to Customer:

- I. A fully executed E911 Disclosure Addendum indicating that any E911 calling capability associated with Service must be completed and returned to RANGE. A fully executed E911 Disclosure Addendum represents Customer acknowledgement that emergency 911 services:
  - a. May not be available during an electrical power outage affecting the Service location;
  - b. Will not be available if Customer's broadband connection service has been disrupted and not restored;
  - c. Will not be available if Service has been discontinued for any reason, including Customer nonpayment;
  - d. May not be available at locations other than the location for which a Service address has been furnished to RANGE;
  - e. May not be available or may be routed to emergency personnel unable to respond, if Customer has moved phones to a location other than one for which a Service address has been provided to RANGE; and/or
  - f. May be delayed or unavailable due to network congestion or other problems affecting the network.
- II. Customer is strongly encouraged to acquire and maintain alternative means of accessing E911 or other emergency response service, such as a traditional landline or mobile telephone, and to inform its authorized users of emergency calling alternatives.

- III. Customer-acknowledged/approved detail of network services include, but are not limited to, a complete and correct inventory of the Customer's telephone numbers to be ported to RANGE (as required).
- IV. Customers porting telephone numbers to RANGE from existing voice service providers are required to provide a Customer Service Record from their previous provider that details the following:
  - a. Customer Account Name;
  - b. Customer Account Physical Address;
  - c. Customer Account Number;
  - d. List of telephone numbers to be ported to RANGE; and
  - e. Customer contact information that includes telephone number(s) and valid email address information.

## 8. LOCAL SERVICES

Where Customer is being provisioned with local services that are tariffed, applicable state tariffs, which may be modified by RANGE from time to time in accordance with law, will govern the provision of local service furnished as part of the IP Voice Service. All local service-related rates, charges and surcharges apply to the voice portion of Service, e.g., Local Directory Assistance, Local Operator Services and Directory Listings.

## 9. LONG DISTANCE / TOLL-FREE SERVICES

IP Voice Service includes an allotment of inbound and outbound domestic long-distance calling minutes subject to the limitations and usage requirements described below. Charges for international long-distance calling will be billed at the then current service rates reflected at [www.range.net](http://www.range.net). In addition:

- a. The minimum charge for a call is sixty (60) seconds, and each call will be billed in sixty (60) second increments with rounded up to the next whole minute;
- b. Directory Assistance (411 or NPA 555-1212) will be charged at the then current service rates; and
- c. Conference Calling charges will be billed at then-current service rates.

## 10. DATA SERVICES

Broadband service can be provided with the IP Voice Service. If such service is provided, the applicable product-specific terms and conditions relating to these offerings located at [www.range.net](http://www.range.net) shall apply.

## 11. THIRD-PARTY VOICE AND/OR DATA NETWORK SERVICE PROVIDER

- I. Customer acknowledges that it may have Quality of Service ("QoS") issues or other service-related interruptions with circuits provided by a third-party carrier (collectively "Third Party Issues").
- II. Third Party Issues could adversely affect Customer's communication solutions, including, but not limited to, inbound and outbound calling, internal extension dialing, and voicemail service. RANGE is not responsible for such issues and Customer agrees to assume all responsibility for resolving any Third-Party Issues.
- III. If during the course of RANGE supporting an open trouble ticket, RANGE recognizes a Third-Party Issue, RANGE will troubleshoot the issue on a time and materials basis at RANGE's then-current rates and Customer agrees to pay such charges.

- IV. If Customer desires RANGE to work directly with the third-party circuit carrier to resolve Third Party Issues, Customer will provide RANGE with prior written permission via a Letter of Agency (LOA).

## 12. MANAGEMENT AND SUPPORT FEE SERVICES

If RANGE or its contractors and agents provide and continue to own the Equipment needed for Customer to use IP Voice Service, then during the Initial Term or any renewal thereof, RANGE or its designee shall furnish service and support of the Equipment when required, provided that the Equipment is used in compliance with RANGE's normal operating instructions and not abused or modified by Customer. Service and support are defined as fault isolations and diagnoses, hardware replacement for defective hardware, and software updates for defective software. Customer will be responsible for making any requests for service and support by contacting RANGE via telephone or by giving RANGE written notice. Service and support services may be provided by remote access to Customer's Equipment. Applicable charges may apply.

- I. **Moves and Adds (MAs)** – Moves and adds, or any other services not covered under this Agreement, will be quoted to Customer at RANGE's then-current rates. Only authorized Customer contacts can request changes to the IP Voice Service. RANGE will provide Customer with an order number and a requested service date. The following remote Changes are included in the IP Voice Management Fee:
- a. Telephone button programming (e.g. user extension, auto dial button)
  - b. Station name change
  - c. Telephone set coverage / "ring to" change (e.g. call forwarding, busy no answer, etc.)
  - d. Remote Care end-user feature training / Q&A
  - e. Call Restriction change
  - f. Hunt Group change
  - g. Speed Dialing
  - h. Password resets
  - i. Voicemail – Programming change
  - j. Incoming call routing
  - k. Short code creation Services include:
    - i. Upon customer initiating a Remote MA service request, work will be completed within (24) RANGE business hours during normal 8 am- 5pm, M-F hours within the Customer's service address time zone. Note that certain remote software changes may require a reboot of the system to take effect. Changes not listed above will be charged at then current service rates.
- II. **Coverage Hours** – RANGE's service and support coverage applies during Standard Business Hours: 8:00a.m. to 5:00p.m. MST, Monday through Friday, excluding RANGE observed holidays. At Customer's request, RANGE will perform service and support services from 5:00p.m. to 8:00a.m. at RANGE's then-current overtime labor rates.
- III. **IP Voice Repair Response Intervals** – IP Voice Repair Response interval is measured from the time Customer initiates requests for service and support service by contacting RANGE via telephone or by giving RANGE written notice. Hours are stated in Coverage Hours. Service and support work will be performed during Customer's specified coverage hours. RANGE's response to Customer's request for service and support services will include contacting Customer, remotely accessing the Equipment or by dispatching technical resources to Customer's premise. RANGE will then diagnose and remedy the fault. RANGE will address any and all service repair requests in the order in which the requests are submitted to RANGE. RANGE will do everything in its power to resolve service affecting issues as quickly as reasonably possible.



- IV. **Service and Support Priority** – The following definitions will apply to work needing to be done as it pertains to the ongoing service and support of IP Voice systems provided by RANGE:
- a. Priority 1: A malfunction of the Service affecting more than 25% of equipment;
  - b. Priority 2: Any failure that is not included in the definition of a Priority 1 Failure.
- V. **Hardware Replacement** – If the Service and Support Services include the provisioning of replacement hardware, replacement hardware provided as part of Service and Support Services may be refurbished and will be furnished only on an exchange basis. Returned hardware that has been replaced by RANGE will become RANGE's property.
- VI. **End of Life Equipment** – RANGE may discontinue, or limit the scope of Service and Support Services, for Equipment that a third-party manufacturer has declared "end of life," "end of service," "end of support," "manufacture discontinued," or similar designation ("End of Support") from time to time.
- VII. **Remote Monitoring** – RANGE may electronically monitor supported Equipment for the following purposes:
- a. Remote diagnostics and corrective actions;
  - b. Determination applicable charges;
  - c. Verification of compliance with applicable software license terms and restrictions; and
  - d. Customer will provide RANGE with any necessary connection assistance for such remote access.
- VIII. **Exclusions to Service and Support Services** – None of the following are included in Service and Support Services provided by RANGE:
- a. Diagnosis or support of equipment or software other than supported Equipment provided by RANGE in connection with the IP Voice Service, including without limitation, systems interfacing with supported Equipment;
  - b. Support of user-defined applications;
  - c. Making corrections to user-defined reports;
  - d. Data recovery services;
  - e. Services associated with relocation of supported Equipment to external office locations outside of original equipment location;
  - f. Support of Equipment used in breach of applicable license restrictions or contrary to capacity and other use limitations under which the Equipment was licensed by the manufacturer;
  - g. Support of Equipment that have had their serial numbers altered, defaced or deleted; and
  - h. Service and Support or repair resulting from any of the following:
    - i. neglect, misuse, power failures or surges, fault or negligence of any persons other than RANGE or its contractors or causes external to the supported Equipment;
    - ii. the combination or integration of non-RANGE furnished equipment, software, or facilities with supported Equipment (except as provided in the RANGE documentation);
    - iii. supported Equipment that have been changed, modified or altered if such changes, modifications or alterations are not performed or directed by RANGE;
    - iv. changes to the environment in which the supported Equipment were installed;
    - v. any failure to follow RANGE's or the manufacturer's installation, operation or service and support instructions, including the failure to permit RANGE timely remote access to the supported Equipment;
    - vi. actions of non-RANGE or RANGE authorized contractor personnel; and/or
    - vii. force majeure conditions outside of RANGE's reasonable control.

- IX. **Customer Provided Equipment** – The customer or its designee shall furnish maintenance of their Equipment when required, provided that their Equipment is used in compliance with RANGE's normal operating instructions, including the provision of replacement hardware and/or software. Failure of customer-provided equipment may negatively impact and/or result in significant or total loss of service for an extended period of time until customer or designee provides replacement hardware or software and restores service.

### 13. ADDITIONAL CUSTOMER RESPONSIBILITIES

Customer will cooperate with RANGE or RANGE's contractors or agents as reasonably necessary for RANGE's performance of Services in a timely manner. This cooperation includes:

- I. providing RANGE or RANGE's contractor or agent with access to all facilities, Equipment, hardware, software, workspaces, and office support (telephone, internet access, etc.);
  - a. ensuring that the premises are safe, free of any hazardous materials and have installed necessary power and grounding and climate control facilities;
  - b. ensuring that Customer has obtained connection to and all necessary permissions, licenses, permits or consents from any public or private telephone network to which the supported Equipment are connected and any necessary permissions, licenses or permits from any federal, state or local government or regulatory authorities;
  - c. providing RANGE with designated points of contact; and
  - d. providing necessary telephone numbers and passwords to enable remote access to the supported Equipment and notifying RANGE promptly of any changes made to such numbers or passwords. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good computing practices. All items to be provided by Customer are at Customer's expense.
- II. Where Customer is to provide RANGE with information or access in relation to any third party products or the integration of supported Equipment in Customer's network (including without limitation specifications and interface information of interoperating hardware and software in Customer's network), then information or access will be supplied to RANGE in a timely manner at Customer's expense. It will be Customer's responsibility to obtain any consents and licenses of third parties that may be necessary for the provision of such information or access to RANGE for RANGE's use in its performance of the Services.
- III. Costs incurred by RANGE due to non-performance by Customer or Customer's vendor(s) may result in additional charges and / or delay in installation and cutover. Customer hereby agrees to promptly pay RANGE for such applicable charges.

### 14. VOIP – LAN/WAN INFRASTRUCTURE

- I. Customer is responsible for the design, management, performance and on-going service and support of their corporate and/or remote office local area networks, including the physical station-level cabling, network IP subnetting, configuration of VLANs, or establishing VPNs supporting the desktop computers, corporate applications, and peripheral IP equipment.
- II. RANGE does not warranty or guarantee connectivity, performance, or QoS for IP Telephony and VoIP applications over non-RANGE-provided or approved network and/or IP Voice services.

- III. Customer understands that it is Customer's responsibility to administer and maintain QoS levels within its network infrastructure.
- IV. Customer acknowledges its local area network (LAN) and/or wide area network (WAN) user elements may need to be upgraded, redesigned, or reconfigured at Customer's sole expense in order to support converged IP Telephony and VoIP solutions.
- V. Customer understands that any future LAN modifications or data applications may negatively impact QoS and LAN-connected applications and in those instances, Customer may require RANGE troubleshooting, repair and possibly a network assessment at Customer's expense.
- VI. Customer is responsible for the installation and deployment of the VPN clients for IP hard and soft telephones where applicable.

IN WITNESS WHEREOF, the Parties acknowledge that: the person signing below is their authorized representative; the Parties agree to the terms and conditions found within this Agreement; and the Parties do hereby execute and authorize this Agreement as of the day, month and year first written above:

**RANGE**

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

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

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

# VOIP E911 DISCLOSURE

The Federal Communications Commission ("FCC") recently adopted an order that requires Range, like all Voice Over Internet Protocol ("VoIP") service providers, to inform its customers of any differences between the E911 access capability available with VoIP as compared to the E911 access capability available with traditional telephone service. We ask that you carefully read this E911 Disclosure Addendum and understand how these differences may affect your ability to access E911 services. If you have any questions or concerns about the information contained in this notice, or if you do not understand anything discussed in this notice, please contact us at 800.927.2643 Monday through Friday 8 am to 5 pm.

The FCC's E911 VoIP decision also requires Range to obtain and keep a record on file showing that you have received and understood this E911 Disclosure Addendum. We respectfully request your assistance in meeting this FCC compliance requirement by reading the Addendum, which can be found at <http://www.fcc.gov/cgb/voip911order.pdf>, and responding to us. **If we do not receive your reply promptly, we may be required by the FCC Order to suspend your service until we do receive your reply.**

By responding to this Addendum, you are affirmatively acknowledging that: (1) you have read and understood this E911 Disclosure Addendum, and (2) you understand that you may not be able to contact emergency services by dialing 9-1-1 using VoIP Services.

You may obtain a copy of the FCC regulation and accompanying E911 VoIP decision in Docket No. 05-196 at the following link: <http://www.fcc.gov/cgb/voip911order.pdf>.

1. **VoIP E911 SERVICES MAY NOT OPERATE DURING A POWER OUTAGE.** Although the VoIP ATA device placed on your premises is equipped with back-up battery power, in the event of a commercial power outage lasting longer than the UPS battery life, the device will lose power causing a loss of voice and data service, including access to E911 services. Once power service is restored, you may be required to reset or reconfigure your equipment before you will be able to use the VoIP Service to contact E911 services.
2. **VoIP E911 SERVICES WILL NOT OPERATE IF YOUR VoIP CONNECTION IS DISRUPTED OR VoIP SERVICE HAS BEEN SUSPENDED FOR ANY REASON, INCLUDING, FOR EXAMPLE, NON-PAYMENT.** Once your broadband connection and VoIP Voice Services have been restored, you may be required to reset or reconfigure your equipment before you will be able to use this service to contact E911 services.
3. **YOU MUST PROVIDE RANGE WITH YOUR CORRECT SERVICE ADDRESS OR VoIP VOICE E911 SERVICES CALLS MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU.** If you notice that the service address information identified in your contract or bill is inaccurate, you can make corrections by calling us at the above contact information Monday through Friday 8:00 am to 5:00 pm.

4. VOIP E911 SERVICES CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU IF YOU DISABLE, DAMAGE OR MOVE THE ATA TO A LOCATION OTHER THAN THE SERVICE ADDRESS YOU PROVIDED TO RANGE WHEN SERVICE WAS INITIATED. If you wish to move to a new service address or report damage to your ATA device, please call us at the above contact information Monday through Friday 8:00 am to 5:00 pm.
5. VOIP E911 SERVICES CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE. Due to network congestion or problems, calls to E911 services made using VoIP Voice Services may be dropped, in which case you will not be connected to emergency services, or your E911 calls may take longer to connect than E911 calls made using traditional telephone service

Should you have any questions regarding any of this information regarding this service, please call us at the above contact information. By signing below, you agree to the above.

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

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Alt: \_\_\_\_\_

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

**RESOLUTION NO. 4568**

**A RESOLUTION GRANTING A REVOCABLE LICENSE TO EMMA MEIDINGER FOR A FENCE ENCROACHMENT UPON CITY OF MILES CITY RIGHT OF WAY FOR BUTLER STREET FOR THE BENEFIT OF LOTS 1 THROUGH 3 IN BLOCK 28 OF THE HIGHLAND PARK ADDITION TO THE CITY OF MILES CITY, COMMONLY KNOWN AS 900 SOUTH STREVELL AVENUE.**

*WHEREAS*, Emma Meidinger has made application for an encroachment upon the right of way of Butler Street adjacent to the following described real property located in Miles City, Custer County, Montana owned by Emma Meidinger:

Lots 1-3 in Block 28 of the Highland Park Addition to the City of Miles City, Custer County, Montana according to the plat and survey thereof on file in the office of the Clerk and Recorder of Custer County, Montana, commonly known as 900 South Strevell Avenue.

*AND WHEREAS*, such encroachment consists of a fence to be constructed approximately ten (10) feet south of the back of the existing curb on the southerly edge of Butler Street;

*AND WHEREAS*, the City Council finds that the granting of a revocable license for such encroachment, pursuant to certain terms and conditions, is advisable.

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

It does hereby authorize and grant to Emma Meidinger a revocable license to erect and maintain a fence, compliant with all City regulations and to be inspected by the City Building Inspector, on Lots 1-3 of Block 28 of the Highland Park Addition to the City of Miles City, Custer County, Montana, commonly known as 900 South Strevell Avenue, that encroaches upon the City of Miles City right of way, subject to the following terms and conditions:

1. The fence shall be placed approximately ten (10) feet south of the back of the existing curb on the southerly edge of Butler Street;
2. The final location and height of the fence are subject to the review and final approval of the Building Inspector of the City of Miles City;
3. The licensee shall maintain the fence in good and sightly condition at all times;
4. All construction and maintenance of the fence shall be at licensee's expense;
5. This license shall terminate and licensee shall, at licensee's expense, completely remove the fence from the City of Miles City right of way and restore the location of the fence to compacted, level grade, upon ninety (90) days advanced written notice to licensee by the City of Miles City
6. This license shall be recorded with the Clerk and Recorder for Custer County, Montana, and shall run with the above-described real property, subject to the terms, conditions and right to terminate provided herein, and licensee shall pay to the City Clerk the recording cost of \$16.00.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY  
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,  
MONTANA, THIS 9<sup>TH</sup> DAY OF JULY, 2024.**

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

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

RESOLUTION NO. 4569

RESOLUTION AUTHORIZING PARTICIPATION IN THE MONTANA BOARD OF INVESTMENTS OF SHORT-TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO.

BE IT RESOLVED BY THE CITY OF MILES CITY OF MILES CITY, MT AS FOLLOWS:

ARTICLE 1

DEFINITIONS

The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise:

"Account" means a specific Participant Bank account to be used in conducting STIP Program transactions.

"Agreement" means the agreements of the Participant contained within this Resolution.

"Authorized Representative" means the officer or official of the Participant designated and authorized by the Governing Body to act on behalf of Participant in the STIP Program.

"Authorized Delegate" means any officer, official, or employee of the Participant delegated authority by the Authorized Representative to initiate transactions using the STIP Program.

"Bank" means a financial institution designated and authorized to send and receive money on behalf of the Participant for purposes of participation in the STIP Program.

"Board" means the Board of Investments, a state agency organized and existing under the laws of the State.

"Exhibit A" means the STIP Participation Information Sheet attached to and incorporated into this Resolution as provided in Article IV, Section 3.01.

"Exhibit B" means the Electronic Funds Transfer Authorization Form attached to and incorporated into this Resolution as provided in Article IV, Section 3.01.

"Governing Body" means the governing body of political subdivision (Participant) authorized by Montana state law to participate in the STIP Program.

"Participant" means the political subdivision requesting participation in the Board's STIP Program.

"Short-Term Investment Pool" means the Board's investment program administered under the direction of the Board of Investments as authorized by the Unified Investment Program and as more fully defined and described by the Montana Code Annotated and in the Board's Governing Policies. "Short-Term Investment Pool" is synonymous with "STIP" and "Program" as used in this Resolution and Exhibits A and B.



ARTICLE 1  
SHORT-TERM INVESTMENT POOL PARTICIPATION AGREEMENT

Section 1.01 Participation Agreement. The Governing Body requests participation in the STIP Program and agrees that Participant will comply with and be bound by all laws, policies, procedures, and participation requirements applicable to the Program, as may be amended from time to time.

Section 1.02 STIP Program. STIP is available to state and local governments to serve their short-term cash flow and deposit needs. The Program's objectives are to preserve capital and maintain high liquidity. The Program has the following attributes:

- 1) STIP transactions are fixed at \$1 per share; 2) STIP interest on pool assets accrues daily; 3) STIP earnings distribution methods are:
  - (a) Interest is distributed at the beginning of the month and can be distributed as cash to the designated Bank; or
  - (b) earnings can be reinvested into STIP;
- 4) Buying or selling shares in STIP requires one (1) business day's notice (transactions for which notice is received after 2:00 p.m. will be processed two (2) business days after receipt of the original notice);
- 5) Access to STIP is only through the Board's electronic web-based portal (no cash, checks or notifications by fax, phone or email will be accepted);
- 6) The Board's STIP web portal provides real-time information on each account including investment balances, buys, sells, pending transactions, and transaction notes, as determined by the authorized user; and
- 7) The Board reports the Short-Term Investment Pool on a Net Asset Value (NAV) basis on its financial statements. A NAV per share of STIP will be reflected on the Board's website for each month-end period.

Section 1.03 Review of Policies, Procedures, and Participation Requirements. Participant represents that it has reviewed to its satisfaction all Board policies, procedures, and participation requirements applicable to the STIP Program. See, Board Governance Policies 40.600, 40.601, and 40.602.

Section 1.04 Authorized Representative: The Governing Body designates John Moorehead, who holds the position of City Treasurer as the Participant's Authorized Representative to execute transactions between STIP and the Bank.

The Governing Body DOES allow the Authorized Representative to appoint and remove additional Authorized Delegate(s) on behalf of the Participant. If "DOES" is checked, any addition or removal of an Authorized Delegate requires notice via the submission of a completed Exhibit A (STIP Participation Information Sheet) to the Board by the Authorized Representative before transactions will be accepted and processed.

The Governing Body designates and authorizes the Participant's Bank, (the "Bank"), identified in Exhibit B, with the Account Number and American Bankers Association (ABA) Number, for settlement of STIP participant transactions. The account is a Checking account.

The Governing Body DOES allow the Authorized Representative to change either the Bank or the Account. If 'DOES' is checked, the Board will notify both the office of the Authorized Representative AND the office of the Governing Body within three (3) business days that such a change has been made.

The Governing Body DOES allow the Authorized Representative to change the earnings distribution method. If DOES NOT is checked, the Governing Body chooses the following earnings distribution method (check one): Reinvest cash earnings into STIP Distribute cash earnings to the Bank.

Section 1.05 Change of Authorized Representative. Any change to the Authorized Representative requires a new Resolution adopted by the Governing Body. However, the absence of an Authorized Representative does not nullify the current authority of the Authorized Delegate(s) to make STIP transactions.

Section 1.06 Annual Confirmation. The Board will annually confirm with the Governing Body and the Authorized Representative the:

1. Name of the Authorized Representative;
2. Name(s) of any Authorized Delegate(s); and
3. Name of the Bank and the associated Account Numbers (truncated).

Section 1.07 Effective Date. Participant's Agreement will take effect when the Resolution Certificate, this Resolution, and completed and executed Exhibits A and B are received by the Board. The Participant's Agreement will stay in effect until terminated in writing by the Governing Body.

## ARTICLE 11

### MISCELLANEOUS

Section 2.01 No Guaranteed Return. The Governing Body understands and agrees that there is no minimum or maximum interest rate or any guaranteed rate of return on STIP shares or funds invested in STIP shares.

Section 2.02 Voluntary Participation. By adopting this Resolution, the Governing Body acknowledges that it is not compelled to participate in STIP, that its participation in STIP is voluntary, and agrees to the Board's administration and governance of the Program according to the Board's policies, procedures, and participation requirements.

Section 2.03 Responsibility for Participant Mistakes. The Governing Body and Participant agree to hold harmless the state of Montana, the Board, and the Board's members, officials, and employees for the acts, omissions, mistakes, and negligence of the Participant, Governing Body, and their members, officials, and employees, including but not limited to an Authorized Representative or Authorized Delegate who, for any reason, is not qualified or mistakenly listed with the Board as a permissible representative to authorize transactions using the STIP Program, incorrect instructions as to amounts or timing of sales or purchases, or missed deadlines.

Section 2.04 No Warranty. The Governing Body and Participant agree that the Board makes no warranty that funds will be immediately available in the event of any failure of a third party or that Governing Body will not suffer losses due to acts of God, natural disasters, terrorism or threats of terrorism, civil disorder, medical epidemics or other calamities, or other market dislocations or interruptions.

Section 2.05 Participation Conditions: STIP Administration. The Governing Body and Participant acknowledge and agree that the Board will allow participation in STIP by and conduct STIP business with only those parties it determines are qualified and authorized to participate in the Program who abide by the Board's policies, procedures, and participation requirements. The Governing Body and Participant understand that the Board administers the STIP Program subject to Montana law and prudent fiduciary practices as required by Montana law and Board policy and that the Board is legally charged to manage the Unified Investment Program, which includes STIP, in accordance with the prudent expert rule as set forth in Montana law.

Section 2.06 STIP Not Insured Against Loss. The Governing Body and Participant understand and acknowledge that the Board's STIP Program is NOT FDIC insured or otherwise insured or guaranteed by the federal government, the state of Montana, the Board, or any other entity against investment losses.

## ARTICLE 111

### EXHIBITS A AND B

Section 3.01 Approval and Adoption of Exhibits A and B. Attached to this Resolution are Exhibit A, the STIP Participation Information Sheet, and Exhibit B, the Electronic Funds Transfer Authorization Form, which together provide the instructions required by the Board to enable Participant's participation in the STIP Program. The Governing Body and Participant represent that Exhibits A and B have been completed and executed by the Participant's Authorized

Representative and that Exhibits A and B must be complete and accepted by the Board before participation is allowed in the STIP Program. Exhibits A and B are hereby incorporated into and made a part of this Resolution and are approved and adopted by the Governing Body as if set forth fully herein.

APPROVED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY CONCIL OF THE CITY OF MILES CITY, MONTANA, THIS 9<sup>TH</sup> DAY OF JULY, 2024.

By

\_\_\_\_\_  
Dwayne Andrews, Mayor

Attest:

By

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

## Exhibit A

STIP PARTICIPATION INFORMATION SHEET								
STIP Program Manager Montana Board of Investments boi_stip@mt.gov PO Box 200126 Phone 406.444.0003 Helena, MT 59620-0126					For Official Use Only			
Requests must be submitted by Authorized Representative of the Participant.					STIP DATA	INVEST TA	ACCT ID	
The STIP Participant listed below agrees to participate in the STIP Program as established under § 17-6-204, MCA, and the terms and conditions of STIP operations as determined by the Montana Board of Investments as follows:								
<b>Section 1. STIP Participant Information Summary</b>								
STIP Participant Name →		City of Miles City			Tax Identification Number (TIN) →		81-6001292	
Mailing Address →		17 South 8 <sup>th</sup> St	City →	Miles City	State →	MT	Zip →	MT 59301
STIP Account # → (For official use only)		[Blank]						[Blank]
Authorized Representative Name, First →		John	Name, Last →	Moorehead		Title →	City Treasurer	
Telephone Number →		406-957-4436	Fax Number →		[Blank]	E-mail →	john.anthony.moorehead@gmail.com	
<b>Section 2. Investment and Earnings Information</b>								
The STIP Participant has the option to either reinvest their earnings or distribute earnings.								
Check one box only.								
Reinvest Earnings <input checked="" type="checkbox"/>				Distribute Earnings <input type="checkbox"/>				
<b>Section 3. Authorized Delegates</b>								
The Authorized Delegate(s) whose name(s) appears below is (are) authorized to purchase and sell shares in STIP for the Participant.								
Name, First →		John	Name, Last →		Moorehead	E-Mail →		jmoorehead@miles.city-mt.org
Name, First →		Mary	Name, Last →		Rowe	E-Mail →		john.anthony.moorehead@gmail.com
Name, First →		Jody	Name, Last →		Kinsey	E-Mail →		cityclerk@miles.city-mt.org
Name, First →		[Blank]	Name, Last →		[Blank]	E-Mail →		deputyclerk@miles.city-mt.org
I hereby certify as the Authorized Representative of the STIP Participant that the information contained herein is true, accurate and complete as of the date hereof.								
Signature →						Date →	6/3/24	
Printed Name →			John Moorehead			Title →	City Treasurer	

## Exhibit B

### ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

STIP Program Manager  
 Montana Board of Investments  
 boi\_stip@mt.gov  
 PO Box 200126  
 Phone 406.444.0003  
 Helena, MT 59620-0126

**Local Government Name:**

City of Miles City

**STIP Account #:**

*(For official use only)*

I, the undersigned, a duly Authorized Representative of the local governing board, hereby authorize the Montana Board of Investments to initiate electronic debit and/or credit to the account listed below. The Authorized Representative acknowledges the origination of ACH transactions to the listed account complies with the provisions of federal law.

Any sale, purchase, or distribution of funds will be made by Electronic Funds Transfer or wire debiting or crediting to the appropriate treasury or shareholder bank account. Please specify the local government depository.

**Check one transaction type only.**

Checking Account

Savings Account

Name of Bank →

Stockman Bank

Routing/ABA No →

Address →

700 Main Street

City →

Miles City

State →

MT

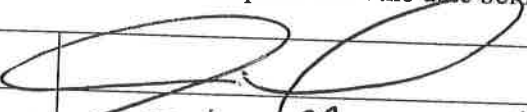
Zip →

Montana 597301

Account Number →

I hereby certify as the Authorized Representative of the STIP Participant that the information contained herein is true, accurate and complete as of the date below.

Signature →



Date →

6/3/24

Printed Name →

John Moorehead

Title →

City Treasurer

Please notify the Board if you have applied a filter or a block to your account.

