

**MAINTENANCE AGREEMENT BETWEEN THE  
CITY OF BILLINGS AND THE STATE OF MONTANA**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the STATE OF MONTANA DEPARTMENT OF TRANSPORTATION, hereinafter designated "MDT" and the CITY OF BILLINGS, hereinafter designated "City".

WITNESSETH THAT:

WHEREAS, the purpose of this agreement is to define the Street and Traffic Control maintenance responsibilities of the City and MDT.

WHEREAS, State law allows the State to enter into an agreement with local government to provide maintenance on state routes with provision for full reimbursement.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and covenants herein specified, it is mutually agreed as follows:

1. LIMITS OF AGREEMENT. The following listing of streets and intersections is a full and complete listing of areas covered by this agreement. Unless otherwise defined, the list shall include 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.
  - A. Laurel Road from the east side of Parkway Lane to the west abutment of the 6th Street West Overpass.
  - B. Montana Avenue from the west abutment of the 6th Street West Overpass to Division Street, specifically excluding any structural repair, deck repair, or railing repair.
  - C. Division Street from Montana Avenue to 1st Avenue North.
  - D. ~~1st Avenue North from Main Street to Division Street.~~
  - E. All of the streets constructed in conjunction with the 6th Street West Overpass excluding specifically the structural portion of this project.
  - F. 1st Avenue South - Minnesota connection from 6th Street West Overpass through the North 13th Street Overpass to 1st Avenue North.
  - G. North 13th from 1st Avenue North to 4th Avenue North.
  - H. 4th Avenue North from North 13th Street to Main Street.

- I. Intersection of 1st Avenue North, Main Street, and Highway 87 East to 500' east on 87 East to the overhead sign.
  - J. Main Street from 1st Avenue North to the southwest side of the Roundup Road turnoff.
  - K. North and South 27th Street from the north ROW of Belknap Avenue to 100' west of the last merge lane on the Airport intersection, excluding the bridge over the BBWA Canal.
  - L. King Avenue from 24th Street West to Daniel Street.
  - M. On the 13th and 6th Street West Underpass, the maintenance by the City will include the roadway surface and the storm drainage system.
  - N. The traffic signals located at the intersection of the North Frontage Road and U.S. 87E near the Lockwood Interchange and the two signals at the ramps of the Lockwood Interchange.
  - O. The flasher at Main, Roundup Road and Bench Boulevard.
  - P. The traffic signals located on South Billings Boulevard at King Avenue and on the ramp to the Interchange.
  - Q. The traffic signals located on the King Avenue Interchange.
  - R. MDT's designated portion of State Secondary 318.
  - S. Sweeping sections:
    - (1) King Avenue West from Daniels to Mallowney Lane-Southbound
    - (2) King Avenue West from Mallowney Lane to Daniels-Northbound
    - (3) City Center loop from King Avenue West to Parkway Lane on Laurel Road-Eastbound
    - (4) Laurel Road from Parkway Lane up ramp to King Avenue West-Westbound
    - (5) Ramp from King Avenue West to Laurel Road-Eastbound
2. SCOPE OF AGREEMENT. This agreement covers all of the activities ordinarily associated with street maintenance activities including street patching, sweeping, storm sewer repair, snow plowing, snow removal, ice control, street striping, vegetation control. The agreement specifically excludes any activity commonly known as bridge repair including concrete barrier repair, deck repair, and structural repair.
3. ITEMS COVERED. Payment to the City for this agreement shall be for the following:

A. TRAFFIC CONTROL MAINTENANCE ACTIVITIES:

(1) State shall continue to provide power for those signals that are presently being billed to the State by Northwestern Energy.

(2) City will provide no maintenance for traffic control maintenance activities through this agreement.

(3) Street lighting facilities on these routes are not covered by this agreement and will remain the responsibility of the State, with the exception of those which are City or State owned and created as Special Improvement Lighting Maintenance Districts.

B. STREET CLEANING ACTIVITIES:

The City will clean and sweep the streets on the same sweeping and cleaning schedule that they are providing for all City arterial streets. The State shall reimburse the City for cost of all labor, equipment and material used in this operation in accordance with Appendix B.

C. STORM SEWER MAINTENANCE:

The City will provide periodic maintenance of the drainage systems to keep the system in working order. When failure of any part of the system occurs, the City will notify the State for special project type work. Special project work, which may include the installation of extra sumps, replacement of pumps and/or motor controls will be at extra cost to the State, as both the State and City may agree upon.

D. SNOW REMOVAL AND ICE CONTROL:

The City will provide snow removal and ice control on the streets detailed herein and the sidewalk under the North 13th Street Underpass on the same snow removal and ice control schedule that they are providing for all City arterial streets. The State shall reimburse the City for cost of all labor, equipment and material used in this operation in accordance with Appendix B. In the event of an emergency snow operation, the State will be requested to furnish additional equipment and/or materials with adequate notification. Costs for additional equipment and/or materials must be pre-approved by the State. These costs are in addition to the payment detailed in Appendix B.

E. SURFACE PATCHING:

The City will patch the streets detailed herein on the same patching schedule that they are providing for all City arterial streets. The State shall reimburse the City for cost of all labor, equipment and material used in this operation in accordance with Appendix B. Major patching repairs and any special equipment rental such as a milling machine will be negotiated as a Special Project Activity as defined in item 3 (F).

F. SPECIAL PROJECT ACTIVITIES:

Special Project activities include any activity which is not part of the basic maintenance service. This would include costs associated with railroad crossings, seal coats, overlays, major repairs, etc. Special project activities will be negotiated and paid for separate from this agreement.

4. COSTS. The costs associated with this agreement shall be as shown in Appendix A.
  - A. This shall be a lump sum cost for the maintenance portion of the agreement, and shall be paid to the City on a monthly basis with the lump sum cost divided equally into the 12 month period of this agreement.
5. RECORDS. The City presently has a State approved budget system for these affected activities. The labor equipment and materials used on the streets covered in this agreement shall be assigned a special budget category. 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 audit by the State at any reasonable time.
6. PAYMENT. The City shall submit billing and a narrative summary of the work done in the preceding month on or before the 10th of the current month. MDT agrees to make payment within 20 calendar days of receipt of the billings.
7. TERM. The term of this agreement shall be for a one year period of July 1, 2010 through June 30, 2011 with an option to extend the contract for a second year with the mutual consent of both parties. This agreement may be terminated upon thirty days written notice by either party except as specifically detailed herein otherwise.
8. QUARTERLY MEETING: There shall, as a minimum, be one meeting per calendar quarter to assess the effectiveness of this program and to assure that budgeting restraints are met. Either party to this agreement may have any staff present.
9. COMPENSATED DAMAGES. It is understood that any damages that are caused by third parties that can be collected from third parties will be repaired by the City, and a billing for these repairs shall be sent to the State along with any documentation which the City has available to help the State in making the collection. The State shall pay the City for these repairs on an actual documented cost plus 10% administration and overhead. Payment under this provision shall be in addition to the payment detailed in Appendix B.
10. CONTROL OF ACCESS AND UTILITIES. The control of access and utilities within these streets shall remain with the State.
11. INDEMNIFICATION. The State agrees to hold harmless and/or indemnify the City for damages resulting from the construction or design done by the State of the streets and areas covered by this agreement. This hold harmless/indemnification clause shall not cover damages which are caused either directly or indirectly by the work done by the City pursuant to this agreement. City agrees to defend, protect, indemnify and save harmless 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, specifically including any claims that any work was not done in a proper or timely manner.

12. CIVIL RIGHTS COMPLIANCE. City must comply with all applicable Federal and State Laws including those laws referred to in the two-page NOTICE attached hereto, which is made a part of this agreement by its reference.

It is further agreed that each party will comply with the provisions of the attached "Agreement" to exchange winter maintenance activities for the Urban Route 1020 (U-1020), Montana Avenue – North 18<sup>th</sup> Street which is part of the State Maintenance System and Urban Route 1001 (U-1001), Zimmerman Trail, owned by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be executed on the date set forth herein.

**STATE OF MONTANA  
DEPARTMENT OF TRANSPORTATION**

BY \_\_\_\_\_, 2010  
Stefan Streeter  
Billings District Administrator

Approved For Legal Content:

BY \_\_\_\_\_, 2010  
MDT Legal Counsel

**CITY OF BILLINGS**

BY \_\_\_\_\_, 2010  
Thomas W. Hanel,  
Mayor

ATTEST:

BY \_\_\_\_\_, 2010  
Cari Martin  
City Clerk

Approved As To Form:

BY \_\_\_\_\_, 2010  
Brent Brooks  
Billings City Attorney

## NOTICE

During the performance of this Agreement, the City, for itself, its assignees and successors in interest, agrees as follows:

**A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS**

- (1) Compliance with Regulations: The City shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even though only State funding is here involved.
- (2) Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the City for work to be performed under a subcontract, including procurements of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The City will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, Department may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
  - (a) Withholding payments to the City under the Agreement until the City complies, and/or
  - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: City will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. City will take such action with respect to any subcontract or procurement as the Department or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event City is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the City may request the State to enter into the litigation to protect the interests of the State, and, in addition, the City or the State may request the United States to enter into such litigation to protect the interests of the United States.

**B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA**

In accordance with Section 49-3-207, MCA, City agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

**C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

- (1) The City will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) City will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The City will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the City. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the City."**
- (3) All video recordings produced and created under contract and/or agreement will be closed captioned.

**D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26**

Each Agreement the Department signs with the City (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

**The City, Subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The City shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the City to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.**

## APPENDIX A

### MDT STATE ROUTE CONTRACT

July 1, 2010 - June 30, 2011

	FY 2011
<b>PERSONNEL:</b>	
Labor Costs	183,410
Training	450
<b>TOTAL PERSONNEL COSTS</b>	<b>183,860</b>
<b>MATERIALS:</b>	
Painting Supplies	7,300
Heat-Tape Markings	1,200
Sign Parts	-
Other Traffic Control Supplies	-
Storm Parts	4,100
Underpass Electricity	-
Gravel & Sand	11,000
Road Oil	1,150
Asphalt	5,500
Road Salt/Ice Melt	78,500
Street Cleaning Supplies	300
Misc. Operating Supplies	2,800
Misc. Small Items of Equipment	1,700
Misc. Services	1,825
<b>TOTAL MATERIALS</b>	<b>115,375</b>
<b>EQUIPMENT:</b>	
Gas, Oil, Grease	13,710
Motor Vehicle Parts	23,400
Labor Motor Vehicles	22,000
Liability Insurance	1,950
Equipment Rental	1,500
Equipment Replacement	40,680
<b>TOTAL EQUIPMENT</b>	<b>103,240</b>
<b>ADMINISTRATION &amp; OVERHEAD:</b>	
Rent/Debt Service	23,900
Phones/Radios	990
Overhead	12,105
<b>TOTAL ADMIN/OVERHEAD</b>	<b>36,995</b>
<b>TOTAL</b>	<b>439,470</b>

## APPENDIX B

### MDT STATE ROUTE CONTRACT

July 1, 2010 - June 30, 2011

	FY 2011
<b>Traffic Control Maintenance:</b>	
Labor	14,709
Administration & Overhead	2,960
Materials & Services	9,006
Equipment	8,259
<b>Total Traffic Control</b>	<b>34,934</b>
<b>Street Surface Maintenance:</b>	
Labor	9,193
Administration & Overhead	1,850
Materials	7,966
Equipment	5,162
<b>Total Street Surface Maintenance</b>	<b>24,171</b>
<b>Storm Sewer Repair &amp; Maintenance:</b>	
Labor	27,579
Administration & Overhead	5,549
Materials	5,049
Equipment	15,486
<b>Total Storm Sewer Maintenance</b>	<b>53,663</b>
<b>Street Cleaning &amp; Sweeping:</b>	
Labor	82,737
Administration & Overhead	16,648
Materials	3,146
Equipment	46,458
<b>Total Street Cleaning &amp; Sweeping</b>	<b>148,989</b>
<b>Snow Removal &amp; Ice Control:</b>	
Labor	49,642
Administration & Overhead	9,989
Materials	90,208
Equipment	27,875
<b>Total Snow Removal &amp; Ice Control</b>	<b>177,713</b>
<b>TOTAL MAINTENANCE</b>	<b>439,470</b>

## AGREEMENT

This agreement is entered into this 4<sup>th</sup> day of November, 2005, by and between the STATE OF MONTANA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as MDT) and the CITY OF BILLINGS (hereinafter referred to as City).

### WITNESSETH:

The purpose of this agreement is for the parties to more effectively, safely and efficiently preserve and maintain two Urban System Routes, as defined in Title 60, Chapter 2, Part 1 Montana Code Annotated in Yellowstone County, Montana.

Urban Route 1001 (U-1001) *aka* Zimmerman Trail is currently owned by Yellowstone County and is maintained by the County. The surrounding property is annexed to the City. Urban Route 1020 (U-1020) is officially a part of the State Maintenance System as provided in Title 60, Chapter 2, Part 1, MCA and is maintained by the City by agreement with the MDT.

The City would like to take ownership of Urban Route 1001 (U-1001), Zimmerman Trail, from Yellowstone County.

Winter maintenance of said Urban Route (U-1001) Zimmerman Trail, is a problem for the City due to its location, cost and distance from other City maintained routes.

MDT is presently reimbursing the City to maintain Urban Route 1020 (U-1020), Montana Avenue - North 18<sup>th</sup> Street; under a formal maintenance agreement between MDT and the City as U-1020 is an official State Maintained Urban Route.

The City and MDT believe it would be mutually beneficial to exchange winter maintenance responsibilities of these routes.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and covenants herein specified:

IT IS AGREED by and between MDT and the City as follows:

1. That MDT and the City will exchange maintenance responsibilities for the two above described routes for winter maintenance activities only, such as plowing, sanding, ice control, emergency closures, etc. and that the exchange of winter maintenance activities are the only activities covered by this agreement.

2. That this exchange of maintenance responsibility is pursuant to 60-2-204 MCA. The City agrees to waive sub-paragraph (1) of section 60-2-204 as requiring the department to pay the maintenance cost for U-1020 and further agrees to waive sub-paragraph (2) of 60-2-204 (placement and maintenance of traffic control devices) as it pertains to U-1001. MDT will retain the responsibility as described in sub-paragraph (2) for U-1020.
3. MDT and the City agree that the formal City Maintenance Agreement that includes U-1020 remains unchanged for all activities, responsibilities, and other provisions except winter maintenance of Urban Route 1020 and that the City agrees to provide winter maintenance on U-1020, as described in paragraph 1 of this agreement, at no cost to MDT and that MDT will provide winter maintenance on U1001 at no cost to the City.
4. The City agrees to construct a plow truck turn around on U-1001 in proximity to the lower gate presently used by Yellowstone County for road closures and that this turn around location will be the demarcation point between MDT and City responsibility.
5. This agreement is contingent upon the City obtaining ownership of Urban Route 1001 from Yellowstone County. The agreement will take effect when MDT is officially notified by the City that they are in sole possession of the route and that the plow truck turn around denoted in 4 above has been satisfactorily constructed.
6. Either party may cancel this agreement with 30 days written notice with exception of the period November through March during which time neither party may cancel the agreement.

The parties hereto have carefully read the foregoing Agreement and know the contents thereof and enter this agreement as their own free act.


It is further agreed that each party will comply with the provisions of the attached "A" to comply with any civil rights laws and regulations in the event any of the work performed under this agreement is contracted outside of the respective government agencies.

FOR THE MONTANA DEPARTMENT OF TRANSPORTATION:



Bruce H. Barrett  
District Administrator - Billings

FOR THE CITY OF BILLINGS:

  
Tina Volek  
Acting City Administrator

  
Approved for Legal Content

A

### NON-DISCRIMINATION NOTICE

During the performance of this Agreement, C-177 (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

#### A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
  - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
  - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a

result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

**B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, §49-3-207, MCA**

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

**C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: "The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."
- (3) All video recordings produced and created under contract and/or agreement will be closed captioned.

**D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR §26**

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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**B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA**

In accordance with Section 49-3-207, MCA, City agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

**C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

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- (2) City will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The City will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the City. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the City."**
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