

AGENDA

*Regular Council Meeting
City Council Chambers*

*September 11, 2012
7:00 p.m.*

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**
 - a. Special City Council Meeting 08/27/2012
 - b. City Council Meeting 08/28/2012
 - c. Flood Control Meeting 08/23/2012
 - d. Finance Committee Meeting: 08/30/2012
2. **SCHEDULE MEETINGS**
3. **REQUEST OF CITIZENS & PUBLIC COMMENT**
4. **PROCLAMATIONS**
5. **STAFF REPORTS**
 - Dawn Colton, Grant Administrator:** Update on Riverside Restroom Project
 - Al Kelm, Public Utilities Director:**
 - Update on Fire Door
 - Update on Water Tank Removal
 - Update on Strevell Street Project
6. **CITY COUNCIL COMMENTS**
7. **MAYOR COMMENTS**
8. **APPOINTMENTS**
 - Mark Browning to Historic Preservation Commission
9. **PUBLIC HEARINGS**
10. **OLD BUSINESS**

11. **BID OPENINGS**

Levee Repair – (Al Kelm)

12. **NEW BUSINESS**

- a. **Approval of claims for August, 2012**
- b. **RESOLUTION NO. 3544:** Resolution Designating City Employees who are Authorized to Acquire Federal Surplus Properties from the State of Montana
- c. **RESOLUTION NO. 3545:** A Resolution Conditionally Committing \$10,000.00 Toward An Assessment Of The Custer County, Montana Jail Facility, Including The Possibility Of Replacement Of Such Facility
- d. **RESOLUTION NO. 3546:** A Resolution Authorizing The Leasing To Duane Bundy And Jane Bundy, Of Miles City Montana, A Tract Of Land Owned By The City Of Miles City, Montana On The Perimeter Of The Sewage Treatment Plant In Section 22, Township 8 North, Range 47 East, M.P.M.
- e. **RESOLUTION NO. 3547:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For Fy 2012-2013 To Appropriate Unappropriated Revenues To Library Grant Fund No.2880 For Grant Expenditures
- f. **RESOLUTION NO. 3548:** A Resolution Authorizing A Grant Agreement Amendment With The Montana Department Of Fish, Wildlife And Parks Under The Recreational Trails Program For Improvements At Spotted Eagle Recreation Area And Authorizing The Mayor To Execute Such Agreement Amendment
- g. **Request for Qualifications** for Feasibility Study for Flood Plain
- h. **ORDINANCE NO. 1247:** An Ordinance Revising Section 22-183 Of The Code Of Ordinances Of The City Of Miles City Regarding The Parking Of Large Vehicles, Permitting Parking Of Large Vehicles On The First Half-Block Of Sudlow Street And Tompy Street Immediately West Of South Haynes Avenue, And Providing An Effective Date Thereof
- i. **M & L Enterprises:** Request to Deviate from Subdivision Regulations for Seven Lots along Arrowhead Lane
- j. **RESOLUTION NO. 3518:** A Resolution Authorizing The City Of Miles City To

13. **ADJOURNMENT**

Public comment on any public matter that is not on the agenda of this meeting can be presented under ARequest 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.

CALL TO ORDER

The Special Council meeting was held Monday, August 27, 2012, in the Conference Room at City Hall at 7:00 p.m. Mayor C.A Grenz called the meeting to order. Council Members present were Dwayne Andrews, Sue Galbraith, John Hollowell, Bill Melnik, John Uden, Roxanna Brush and Mark Ahner. Council Member Jerry Partridge was absent. Also present were City Attorney George Huss, Airport Commission Members Lee Richardson, Linda Corbett and County Commissioner Jack Nesbit, County Commissioners Vicky Hamilton, Keith Holmlund, Attorney Janette Jones, Airport Manager Sam Brownfield, Airport Assistant Brand Hirsch, Airport Commission Recorder Dorothy Meidinger and Recorder HR/Payroll Officer Billie Burkhalter.

NEW BUSINESS**1. Discussion on changing the Airport from a Commission Form to an Airport Authority.**

Commission Member Richardson noted this was an Airport Commission meeting as well, which had been advertised and noticed and all members are in attendance. The reason for this meeting is to discuss changing the Airport from a Commission form to an Airport Authority.

Commission Member Richardson explained to the Council that an airport is one of the primary infrastructure systems of a viable city. The Airport Commission needs to maintain the airport for public transportation, private aircraft use, business use, air freight, mail and check services, emergency services, fire suppression and various government agencies. The Airport Commission has tried to maintain this infrastructure and provide for improvements and expansion. There are many projects the Commission would like to include in future planning, such as lengthening runway 4/22; building more hangar storage, repairing old hangar buildings, building a new airline terminal building, providing a facility for an FBO (Fixed Base Operator) and possible addition of a commercial building.

Commission Member Richardson stated the Airport Commission has had numerous difficulties with the administration of the airport. There have been a wide range of issues, including the Commission being caught in the middle of political and philosophical differences between City and County governments. There have been concerns with the administration of the Airport budget including discrepancies in tax revenues. In 2009, the Airport did not receive any mills from the City due to above average revenues for a fire year, this caused a delay in expansion projects. The Commission was also restricted by the prior Mayor in filing an insurance claim, which cost the Airport approximately \$12,000. The question of responsibility of managing Airport employees has always been an issue, too.

Commission Member Richardson explained that if the creation of an Airport Authority were to proceed, the Commission would want to maintain the gravel on the Airport land, and would be willing to give access to gravel to City and County at an agreed to price.

Attorney Jones stated she had been contacted by the Airport Commission to investigate the viability of recreating the current board or possibly replacing the board as an Airport Authority. The Commission is currently loosely formed

and does not have any real authority to do anything other than meet and talk about long range planning. There is a structure format that is allowed by Montana Statue called an Airport Authority; it can either be Municipal or Regional. The Commission is requesting a Regional Authority, which would be created by a joint resolution of municipalities, City and County. The Regional Authority has a few mandatory requirements, but it can take whatever form those municipalities think is appropriate.

Attorney Jones submitted a “working” resolution to the Council, as a suggestion from the Commission, for what the City and County may consider. This is simply a starting point.

Councilperson Uden requested an explanation of what the advantages are to having an Airport Authority, politically and financially. Attorney Jones stated from the Commissions view point, politically, they would be an independent operating entity solely promoting the airport. The members would be appointed and made up of City, County and three at large representatives, however, they would not be there to promote the City or County, but to promote the airport. Financially, the Airport would be able to benefit as an Authority as they would have the power to obtain loans in the name of the Authority, to issue bonds, to hold reserve funds and receive State and Federal monies in its own name separate from the City and County. There would also be a financial benefit to the City by having the Airport administer their finances.

Councilperson Galbraith wondered if the City would be liable if the Authority ever defaulted on a loan. Commission Member Richardson stated the liability would be with the Authority, as they would be completely dissolved from the City and County. He pointed out the Airport does not borrow from banks, but from the Montana Aeronautics Board and Federal and State funded programs that will not lend money if the Authority cannot pay it back. Attorney Huss stated if this were ever to happen the County would have discretionary authority to levy a general tax to pay the defaulted bond payments. Attorney Jones explained there would be checks and balances in place for the municipalities that created the Authority.

Attorney Huss explained that, legally, this could be a win-win situation as the Airport can concentrate its efforts on doing what is best for aeronautics in Custer County and Miles City, and the Council can stop worrying about running an airport. This would also be a benefit to the City by limiting liability exposure. The details that need to be worked out are how the land transfer would be handled, whether to transfer ownership to the Authority, retain ownership or to have the land revert back to the City if the Authority disbanded.

Councilperson Ahner explained he is concerned that every year it seems that Essential Air Services is in jeopardy of going away. It could make the Airport difficult to successfully operate without the funding that this brings. Manager Brownfield stated if this were to happen, there are numerous other funding aspects that currently help the Airport. He stressed that Miles City is a good and necessary spot for an airport.

Commission Member Richardson pointed out if the Airport were to become an Authority it would want to work out an agreement with either the City or County to provide benefits for its employees, such as health insurance and retirement. Councilperson Galbraith wondered if providing benefits would tie them to being a City or County employee. Attorney Jones stated that she believes this can be negotiated as a cooperative agreement at the discretion of the municipalities.

Councilperson Andrew questioned how the Authority would handle administrative services such as human resources, payroll and claims. Manager Brownfield responded that he does not believe this will be an issue, as they plan to hire a bookkeeper and part time employees. There was discussion on the County handling these services.

Councilperson Brush and Hollowell both had reservations concerning the section in the working resolution regarding "Special Considerations from City/County".

Mayor Grenz polled the Council, Airport Commission and County Commissioners to see if there was support for going forward with an Airport Authority. Their responses are as follows:

Councilperson Andrews: supports it if the County Commissioners support it
Councilperson Brush: undecided
Councilperson Hollowell: supports it in general
Councilperson Ahner: supports it in general, but details need to be worked out
Mayor Grenz: supports it
Councilperson Uden: supports it in general
Councilperson Melnik: supports it
Councilperson Galbraith: generally supports it, but is concerned about liability and making sure the Airport services all patrons
County Commissioner Holmlund: has mixed feelings but is not against progress
County Commissioner Hamilton: is undecided, wants to hear from the public, specifically why people are against it
County Commissioner/Airport Commission Member Nesbit: supports it, and fully supports Airport Manager Brownfield
Airport Commission Member Richardson: supports it
Airport Commission Member Corbett: is undecided, and stated all aspects need to be looked at.

Commission Member Richardson stated if they go forward with an Authority, there will be public meetings and hearings.

Mayor Grenz directed Attorney Huss to proceed with the revision of the working resolution. Attorney Huss stated he will first draft what was referred to in the meeting and present to the Council for its review and approval. He requested the County Commissioners meet with County Attorney Wyatt Glade to address what they want and forward it to him. Attorney Huss will then forward the working resolution to Attorney Jones.

Attorney Huss requested the Airport Commission check with the FAA and see if there is a method for the City to take prior obligations that are under grant agreement and transfer them to the Authority so that the City is no longer responsible for those ongoing obligations. Attorney Jones believed she had received information concerning this and would forward it on to Attorney Huss.

PUBLIC COMMENT

ADJOURNMENT

** *Councilperson Uden moved to adjourn the meeting, seconded by Councilperson Ahner and passed unanimously, 7-0. Meeting adjourned at 8:27 p.m.*

C.A. Grenz
Mayor

ATTEST:

Becky Stanton
City Clerk

REGULAR COUNCIL MEETING

August 28, 2012
7:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, August 28, 2012, in the Council Chambers at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor C. A. Grenz called the meeting to order. Council members present were Dwayne Andrews, Roxanna Brush, John Hollowell, Mark Ahner, Bill Melnik, Sue Galbraith, Jerry Partridge and John Uden.

Also present were City Clerk Becky Stanton, Deputy City Clerk Linda Wildman, Payroll/HR Officer Billie Burkhalter, Police Chief Doug Colombik, City Attorney Jerry Huss, City Planner Dianna Broadie, Grant Administrator Dawn Colton, RSVP Director Betty Vail and Council Recorder Connie Watts.

PLEDGE OF ALLEGIANCE

Mayor Grenz led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

Regular Council Minutes – 8/14/2012

** *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of August 14, 2012, seconded by Councilperson Uden.*

Corrections: Councilperson Ahner - P. 5, Resolution 3364: The minutes should read that the resolution passed 4-2, with Councilpersons Andrews and Galbraith voting no.

The motion then passed unanimously, 8-0.

Finance Committee Meeting – 8/9/2012

Corrections: Councilperson Ahner noted that on Page 1, second paragraph, third sentence, it should read "\$1,500,000 of the money set aside for capital improvements." In the last sentence of that paragraph, the two references to "City Attorney Huss" should be changed to "Utilities Director Al Kelm"

The motion then passed unanimously, 8-0.

SCHEDULE MEETINGS

Finance Committee: Thursday, August 30, at Noon

REQUEST OF CITIZENS & PUBLIC COMMENT

Paul Oakland and Erik Doeden, M&L Enterprises: Would like to request permission from the Council to allow phasing in at approved 7 lots along Arrowhead Lane at the Southgate Subdivision. Mayor Grenz said this item would be placed on the Council agenda for September 11th.

PROCLAMATIONS

Family Day: 4th Monday in September

Mayor Grenz read the proclamation declaring the 4th Monday in September as "Family Day -- A Day to Eat Dinner with Your Children."

STAFF REPORTS

DAWN COLTON, Grant Administrator – Update on Riverside Restroom Project: Administrator Colton said approval has been received on the appropriation from the Federal Highway Administration. It has gone out to bid, the pre-bid meeting is set for September 13th and the bids will be opened on September 25, 2012.

AL KELM, Public Utilities Director – Update on Fire Door, Strevell Street Project and 1911 Riverside Park Water Tank Removal

Mayor Grenz said the Director was on vacation, but he did know that the Water Tank has been removed and the Strevell Street Project would begin next spring.

BECKY STANTON, City Clerk – Status on Finance Department Reorganization: City Clerk Stanton reported that she and the Mayor had reached a compromise on the reorganization. Councilperson Uden said he would like to thank Mayor Grenz and City Clerk Stanton for coming to a resolution.

CITY COUNCIL COMMENTS

None

MAYOR COMMENTS

None

APPOINTMENTS

-- **Connie Muggli as Historic Preservation Commission Officer**

** *Councilperson Uden moved to approve Connie Muggli as Historic Preservation Commission Officer, seconded by Councilperson Melnik and passed unanimously.*

PUBLIC HEARINGS

a. **RESOLUTION NO. 3524:** A Resolution Levying and Assessing a Tax Upon All Property in Special Improvement Lighting District No. 165 to Defray The Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing and Directing Payment Therefore, For The Fiscal Year 2012-2013.

b. **RESOLUTION NO. 3525:** A Resolution Levying and Assessing a Tax Upon All Property in Special Improvement Lighting District No. 167 to Defray The Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing and Directing Payment Therefore, For The Fiscal Year 2012-2013.

c. **RESOLUTION NO. 3526:** A Resolution Levying and Assessing a Tax Upon All Property in Special Improvement Lighting District No. 171 to Defray The Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing and Directing Payment Therefore, For The Fiscal Year 2012-2013.

d. **RESOLUTION NO. 3527:** A Resolution Levying and Assessing a Tax Upon All Property in Special Improvement Lighting District No. 172 to Defray The Cost of Leasing, Maintenance and Electrical Current in

Said Special Improvement Lighting District and Authorizing and Directing Payment Therefore, For The Fiscal Year 2012-2013.

c. **RESOLUTION NO. 3528:** A Resolution Levying and Assessing a Tax Upon All Property in Special Improvement Lighting District No. 195 to Defray The Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing and Directing Payment Therefore, For The Fiscal Year 2012-2013.

f. **RESOLUTION NO. 3529:** A Resolution Levying and Assessing a Tax Upon All Property in Special Improvement Lighting District No. 202 to Defray The Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing and Directing Payment Therefore, For The Fiscal Year 2012-2013.

g. **RESOLUTION NO. 3530:** A Resolution Levying and Assessing a Tax Upon All Property in Special Improvement Lighting District No. 173 to Defray The Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing and Directing Payment Therefore, For The Fiscal Year 2012-2013.

h. **RESOLUTION NO. 3531:** A Resolution Levying and Assessing a Tax Upon All of The Property Within Maintenance District No. 204 To Defray The Cost of Maintaining The Improvements In The Said Maintenance District No. 204 For The Fiscal Year 2012-2013.

i. **RESOLUTION NO. 3532:** A Resolution Levying And Assessing A Tax Upon All Of The Property Within Maintenance District No. 205 To Defray The Cost Of Maintaining The Improvements In The Said Maintenance District No. 205 For Fiscal Year 2012-2013.

j. **RESOLUTION NO. 3533:** A Resolution Levying And Assessing A Tax Upon All Of The Property Within Maintenance District No. 207 To Defray The Cost Of Maintaining The Improvements In The Said Maintenance District No. 207 For Fiscal Year 2012-2013.

k. **RESOLUTION NO. 3534:** A Resolution Pursuant To §2-9-212 Of The Montana Code Annotated, Authorizing A Permissive Medical Levy For Fy 2012-2013 To Fund Group Health Insurance Premium Contributions By The City And Providing For Hearing Thereon

l. **RESOLUTION NO. 3535:** A Resolution Pursuant To 15-10-203 MCA Authorizing The Budgeting Of An Increased Amount Of Ad Valorem Tax Revenues In FY 2012-2013 In Excess Of Property Tax Revenues For The Prior Fiscal Year And Providing For Public Hearing Thereon

m. **RESOLUTION NO. 3539:** A Resolution Approving And Adopting A Final Budget For The City Of Miles City For FY 2012-2013; Authorizing Procedure For Adjustments To Appropriations For Certain Fee Based Budgets; Authorizing Procedure For Transferring Appropriations Between Items Within The Same Fund

n. **RESOLUTION NO. 3540:** A Resolution Electing To Operate Under The All-Purpose Mill Levy And Fixing The Tax Levy For The General Fund, Ambulance Fund And Airport Fund To Be Levied And Assessed On All The Taxable Property In The City Of Miles City For Fiscal Year 2012-2013

Mayor Grenz called for public comment from opponents and then from proponents three times on each resolution. After hearing no comments either for or against on any of the Resolutions No. 3524, 3525, 3526, 3527, 3528, 3529, 3530, 3531, 3532, 3533, 3534, 3535, 3539, or 3540, he then declared each Public Hearing closed.

OLD BUSINESS

a. **RESOLUTION NO. 3478:** A Resolution Authorizing The City Of Miles City To Enter Into An Agreement With Laurence R. Martin For Labor Relations Services

b. RESOLUTION NO. 3524: (Second Reading & Final Adoption) A Resolution Levying And Assessing A Tax Upon All Property In Special Improvement Lighting District No. 165 To Defray The Cost Of Leasing, Maintenance And Electrical Current In Said Special Improvement Lighting District And Authorizing And Directing Payment Therefore, For The Fiscal Year 2012-2013

c. RESOLUTION NO. 3525: (Second Reading & Final Adoption) A Resolution Levying And Assessing A Tax Upon All Property In Special Improvement Lighting District No. 167 To Defray The Cost Of Leasing, Maintenance And Electrical Current In Said Special Improvement Lighting District And Authorizing And Directing Payment Therefore, For The Fiscal Year 2012-2013

d. RESOLUTION NO. 3526: (Second Reading & Final Adoption) A Resolution Levying And Assessing A Tax Upon All Property In Special Improvement Lighting District No. 171 To Defray The Cost Of Maintenance And Electrical Current In Said Special Improvement Lighting District And Authorizing And Directing Payment Therefore, For The Fiscal Year 2012-2013

e. RESOLUTION NO. 3527: (Second Reading & Final Adoption) A Resolution Levying And Assessing A Tax Upon All Property In Special Improvement Lighting District No. 172 To Defray The Cost Of Maintenance And Electrical Current In Said Special Improvement Lighting District And Authorizing And Directing Payment Therefore, For The Fiscal Year 2012-2013

f. RESOLUTION NO. 3528: (Second Reading & Final Adoption) A Resolution Levying And Assessing A Tax Upon All Property In Special Improvement Lighting District No. 195 To Defray The Cost Of Leasing, Maintenance And Electrical Current In Said Special Improvement Lighting District And Authorizing And Directing Payment Therefore, For The Fiscal Year 2012-2013

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h. RESOLUTION NO. 3530: (Second Reading & Final Adoption) A Resolution Levying And Assessing A Tax Upon All Property In Special Improvement Lighting District No. 173 To Defray The Cost Of Maintenance And Electrical Current In Said Special Improvement Lighting District And Authorizing And Directing Payment Therefore, For The Fiscal Year 2012-2013

i. RESOLUTION NO. 3531: (Second Reading & Final Adoption) A Resolution Levying And Assessing A Tax Upon All Of The Property Within Maintenance District No. 204 To Defray The Cost Of Maintaining The Improvements In The Said Maintenance District No. 204 For The Fiscal Year 2012-2013

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k. RESOLUTION NO. 3533: (Second Reading & Final Adoption) A Resolution Levying And Assessing A Tax Upon All Of The Property Within Maintenance District No. 207 To Defray The Cost Of Maintaining The Improvements In The Said Maintenance District No. 207 For Fiscal Year 2012-2013

l. RESOLUTION NO. 3534: (Second Reading & Final Adoption) A Resolution Pursuant To §2-9-212 Of The Montana Code Annotated, Authorizing A Permissive Medical Levy For FY 2012-2013 To Fund Group Health Insurance Premium Contributions By The City And Providing For Hearing Thereon

*** Councilperson Uden moved to suspend the rules to allow the grouping together of the many resolutions under Old Business. Councilperson Partridge seconded the motion which, on roll call vote, passed unanimously, 8-0.*

*** Councilperson Uden then moved to group Items a through l together so as to vote on them all at once. Councilperson Partridge seconded the motion which, on roll call vote, passed unanimously, 8-0.*

*** Councilperson Uden moved to approve Items a through l (Resolutions 3478 and Resolutions 3524 through 3534).*

During discussion, Mayor Grenz called for comment from the public on Resolution 3478, as no public hearing had been required and, therefore, public comment had not yet been called for. *After discussion, and after Councilperson Uden called for the question and upon roll call vote, the motion passed unanimously, 8-0.*

m. RESOLUTION NO. 3535: (Second Reading & Final Adoption) A Resolution Pursuant To 15-10-203 MCA Authorizing The Budgeting Of An Increased Amount Of Ad Valorem Tax Revenues In FY 2012-2013 In Excess Of Property Tax Revenues For The Prior Fiscal Year And Providing For Public Hearing Thereon

*** Councilperson Ahner moved to approve the resolution, read by title only. After discussion and on roll call vote, the motion passed unanimously, 8-0.*

BID AWARDS

None

NEW BUSINESS

a. RESOLUTION NO. 3539: A Resolution Approving And Adopting A Final Budget For The City Of Miles City For FY 2012-2013; Authorizing Procedure For Adjustments To Appropriations For Certain Fee Based Budgets; Authorizing Procedure For Transferring Appropriations Between Items Within The Same Fund

*** Councilperson Ahner moved to adopt the resolution by title only, seconded by Councilperson Galbraith.*

Extensive discussion followed. Councilperson Ahner explained, for the public's benefit, the differences between last year's budget and this year's. Some of those differences are: about ½ FTE increase in the Fire Dispatch Center; an additional ½ FTE in the water & sewer dept. to train an individual who will replace someone who is retiring in April; a full-time Deputy City Clerk; the Contracting of Ambulance Billing Services, Capital Improvement projects in the Parks and Swimming Pool areas, City Hall, water & sewer projects, street maintenance projects and in the Library. It also funds

employees salaries, as a minimum, at the state-wide average for a comparable sized community.

Other comments were voiced by Bill Puskas, 1014 N. 2nd, Mary Elizabeth Irion, 141 Balsam Dr, as well as several councilpersons and department heads.

*** After discussion, and on roll call vote, the motion passed by unanimous consent, 8-0.*

b. RESOLUTION NO. 3540: A Resolution Electing To Operate Under The All-Purpose Mill Levy And Fixing The Tax Levy For The General Fund, Ambulance Fund And Airport Fund To Be Levied And Assessed On All The Taxable Property In The City Of Miles City For Fiscal Year 2012-2013

*** Councilperson Uden moved to adopt the resolution by title only, seconded by Councilperson Melnik. On roll call vote, the motion passed unanimously, 8-0.*

c. RESOLUTION NO. 3541: To Provide for Truck Parking next to Best Western Motel

City Attorney Huss explained that the only prohibition on truck parking is under Sec. 22-189 of the City Code. In order to change that section of code, it would need to enact an ordinance to make that change; it cannot be done by a resolution.

d. RESOLUTION NO. 3542: A Resolution Authorizing The City Of Miles City To Dispose Of Walk-In Cooler At The Former Fish & Game Quonset By Transferring It To Range Riders, Inc., A Montana Nonprofit Public Benefit Corporation.

*** Councilperson Galbraith moved to adopt the resolution by title only, seconded by Councilperson Melnik. After brief discussion and on roll call vote, the motion passed unanimously, 8-0.*

e. RESOLUTION NO. 3543: A Resolution Authorizing The City Of Miles City To Dispose Of A Surplus Used Snow Plow By Transferring It To The Town Of Terry, Montana

*** Councilperson Ahner moved to adopt the resolution by title only, seconded by Councilperson Andrews. After brief discussion and on roll call vote, the motion passed unanimously, 8-0.*

f. Easement request from Oftedal Construction: 300feet of city property along currently existing access road west of Miles City Airport

*** Councilperson Galbraith moved to refer the easement request to the Airport Commission, seconded by Councilperson Brush. After brief discussion and on roll call vote, the motion passed unanimously, 8-0. The easement request was referred to the Airport Commission.*

g. Animal Rescue Shelter Permit Application: Diane Grutkowski, 818 N. Lake

*** Councilperson Brush moved to approve the application, seconded by Councilperson Uden.*

DISCUSSION:

Councilperson Andrews noted that four letters had been received in opposition to the application; City Planner Dianna Broadie said she had also received one call in opposition. Twenty-seven letters of notification of this application had been sent to landowners within 250 feet of the proposed shelter.

Some of the citizens at the meeting who spoke in opposition to the rescue shelter were: Alyce Jerrell, Donna Corkins and Bill Puskas.

After extensive discussion and on roll call vote, the motion passed unanimously. The Animal Rescue Shelter Permit Application at 818 N. Lake was approved.

ADJOURNMENT

****** *Councilperson Brush moved to adjourn the meeting, seconded by Councilperson Ahner and passed unanimously, 8-0.* The meeting was adjourned at 8:45 p.m.

C.A. GRENZ, Mayor

Connie L. Watts, Council Recorder

Flood Control Committee August 23, 2012

The **Flood Control Committee** met Thursday, August 23, 2012, at 6:00 p.m. in the City Hall Conference Room. Present were Committee Chairperson John Hollowell and Committee Members Susanne Galbraith, Jerry Partridge and Dwayne Andrews. Also present were Floodplain Administrator Sam Malenovsky, Public Utilities Director Al Kelm, Program Administrator/Grant Writer Dawn Colton, Mayor C.A. Grenz and Recorder Billie Burkhalter.

1. Discussion with the Engineering Firm of Kadrmas Lee & Jackson (KLJ) on Flood Plain Issues

Representatives from KLJ explained at a previous meeting that the Committee had requested their company produce a preliminary analysis report on the dike and flood insurance study. They were asked specifically to explain in further detail why there are such abrupt surface changes in the flood plain elevations. Joel Paulsen, Professional Engineer with KLJ, explained the United States Army Corp of Engineers (USACE) Study, which is what FEMA used to base Miles City's flood maps on, used a method of one dimensional modeling, which can only force water going in one direction from Point A to Point B. The downfall of this method is that it cannot demonstrate water going sideways. In the USACE scenario, FEMA modeled three independent breaches in the Tongue River levee. Each of those breaches resulted in a specific corridor of where the water was going to go and modeled what the water would do at each breach.

Mr. Paulsen explained FEMA has accepted other forms of mapping, such as a two dimensional model analysis, which is basically a real life representation of taking the whole ground surface and showing where water is going to go. This would be a more realistic version of what would happen if the levy were to be breached. In reference to the Yellowstone River, FEMA is in effect, not mapping any effective flooding from the Yellowstone; it is all coming from the Tongue River. If the Tongue River had a certified levy, the three surfaces would be mapped in a different zone and flood insurance would not be mandated in those zones.

Ed Quinlan, 914 Tatro, questioned how changing anything along the Yellowstone River changes anything on the map when it's the Tongue River that the map is showing. Mr. Paulsen stated a potential project that could be done is to build a levy along the Tongue River up to the Tongue and Yellowstone confluence. But, if a levy were to be built in this area, it would have negative effects on the Yellowstone River and that would have to be looked at and modeled.

Chairperson Hollowell questioned if remapping would result in a decrease in the flood plain through mistakes, errors or miscalculations within the USACE Study. Mr. Paulsen stated he did not see anything in the report that would lend itself to battling FEMA. There are a few things that could be done, but is unsure how effective this would be. He explained in the past, when his firm would question FEMA, most of the time they would get a vague response, but there is an option for rebuttal. The bigger question to FEMA is why wasn't a two dimensional analysis done, knowing that the technology exists. FEMA's program is based on the fundamental fact that it wanted to use the best technology and data to remap the flood maps. In this case, using an old technique and new data and coming up with a modified version of what Miles City had before is a misrepresentation.

Administer Malenovsky questioned that if a two dimensional model was completed, would this cause a drastic change in the flood plain and whether this project would be more cost effective than building a levy/dike. Mr. Paulsen responded that it would definitely reduce the flood plain, but the only way to know how much is to remap it. This would give a more accurate representation of how the water would flow. Director Kelm questioned if FEMA would do a two dimensional model at its cost. Mr. Paulsen explained that FEMA would state they do not have the funding for it and, therefore, Miles City would have to provide the funding.

After further discussion, it was decided that the option of doing a Request for Qualifications (RFQ) for a feasibility study with hydraulic modeling would be explored.

2. Requests of Citizens

No request of Citizens.

3. Adjournment

****** *Councilperson Andrews moved to adjourn the meeting, seconded by Councilperson Galbraith and passed unanimously, 4-0.*

There being no further business, the Committee adjourned at 7:00 p.m.

Respectfully Submitted,

Flood Control Committee Chairperson

Billie D. Burkhalter, Recorder

John Hollowell, Chairperson

Finance Committee Meeting August 30, 2012

The **Finance Committee** met August 30, 2012, at 12:00 p.m. in the City Hall Conference Room. Present were Chairperson Mark Ahner and Committee Members Bill Melnik, Roxanna Brush and Jerry Partridge. Also present were Council Member John Uden, Mayor Chris Grenz, City Planner Dianna Broadie, Deputy Clerk Linda Wildman, and Recorder City Clerk Becky Stanton. Also present were County Commissioners Vicki Hamilton, Keith Holmlund and Jack Nesbit.

Request to purchase City property by Barrie Matthews: Purchase of land adjacent to the Big Sky Smile Center office.

Chairperson Ahner requested that Barrie Matthews explain what land he would like to purchase, and he explained that it is the land adjacent to his dental center. He has maintained that parcel since he purchased the adjacent land and building. He would like to plant grass and install a sprinkler system on it. It is approximately 35 feet wide by the whole length of the block and has a ditch running through it. It is about 10,000 square feet which includes part of the City's street. City Attorney Huss had asked him to try to get comparable values on buildable lots in the area. The values ranged from \$1.80 to \$3.25 per square foot.

Chairperson Ahner referred to Resolution 3364 which establishes procedures for the sale of City lands. He referred to Section 2, which refers to appraisals that are necessary if the land has a fair market value over \$25,000. He then referred to Section 6, which notes that the purchaser will pay all charges incidental to the conveyance and transfer of the lands.

Chairperson Ahner referred to Section 3, which requires a published notice for submission of written proposals. He asked that the notice be published and that Mr. Matthews submit a written proposal.

Lease Proposal for Duane and Jane Bundy for grazing of City Property on perimeter of Sewer Treatment Plant.

Chairperson Ahner explained the lease agreement to the Committee. He stated that the contract was for one year for grazing on 16.5 acres. Mr. Bundy has previously used this land for grazing. City Planner Broadie explained how the lease rate was determined. She researched the grazing prices and since the City does not provide fencing and water, a low end price of \$4.60 per acre was determined to be fair.

*** Committee Member Partridge moved to recommend to the Council to approve the lease agreement. The motion was seconded by Committee Member Brush, and the motion carried unanimously, 4-0.*

Request for contribution to fund County Jail Assessment - \$10,000.

Chairperson Ahner requested Director of Miles City Area Economic Development Council (MCAEDC) Mike Coryell to explain the request to the Committee. It is a request of \$10,000 from the City for matching funds for grant applications for an assessment to be completed to determine the needs of the County Jail. The City's \$10,000 and the County's \$10,000 will be used to match a grant of \$35,000, which has been applied for from the Coal Board. He explained that Custer County has received a letter from the ACLU requesting that the jail be evacuated within 45 days. This will have significant financial effects on both the City and the County.

MCAEDC Grant Writer Julie Kurkow explained that an assessment would include a preliminary design; voters will need to know what the costs are for the County to transport prisoners, which jails will house the prisoners and what the needs of the community will look like over a period of time.

County Commissioner Holmlund shared that the estimated costs Custer County Sheriff Tony Harbaugh had calculated was \$235,000 per year. It could be up to four years before the new jail would be completed.

Mayor Grenz asked if Stevenson's Design had given an estimate for the cost of a new jail. County Commissioner Holmlund stated that if it was a new jail, it would possibly cost approximately \$5,000,000. If a law and justice center was incorporated, then it would cost approximately \$25,000,000. This is very preliminary and the assessment will determine what the needs are.

Chairperson Ahner stated that he felt there was a simple solution to this matter. The County had levied for the cost of operating a City/County Planning Board. The County had collected about \$22,000 in taxes. Then the County decided they wanted a County Planning Board instead of the combined Board. The County used about \$3,000 in attorney fees to set up the County Planning Board. The County needs to turn over the remaining money over to the City or refund it to the taxpayers. The City continues to provide for planning purposes, the zoning outside the city limits within the two miles radius. The City has continued to provide zoning services to the County and has not billed them for these services. It would be mutually beneficial to the County and the City to receive the grant funds for the assessment, but there needs to be a transfer of the levied funds for the City/County Planning Board to the City.

County Commissioner Nesbit stated that everything Chairperson Ahner said was correct and that the zoning has been provided for everything on the Baker Highway. County Commissioner Hamilton stated that State statute needs to be followed in order to repay the money back to the City. It will be on the County Commissioner's agenda in the near future.

MCAEDC Grant Writer Julie Kurkow asked if the Committee could make a statement of a financial commitment for the \$10,000 in order to meet the grant deadline of September 4, 2012.

* * *Chairperson Ahner moved to recommend to the Council to approve that the City provide \$10,000 out of the Planning and Community Budget for an assessment to be conducted for a jail in Custer County. The motion was seconded by Committee Member Melnik and the motion carried unanimously, 4-0.*

Request of Citizens

-None

There being no further business, the meeting was adjourned at 1:18 p.m.

Finance Committee:

Chairperson Mark Ahner

Respectfully Submitted:

City Clerk Becky Stanton

Connie Watts

From: Dianna Broadie
Sent: Tuesday, August 28, 2012 3:04 PM
To: Butch Grenz
Cc: Connie Watts; Kathy Doeden
Subject: Preservation Commission position

The Preservation commission has two vacancies. They would like to have Mark Browning fill one of the positions. All appointments are made by the Mayor with approval of Council. Could you please place this on the next Council agenda under appointments?

Thanks.

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 1 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121516	71712S	1921 Montana Municipal Interlocal	51,145.75					
1	121516	08/10/12 AUGUST 2012 HEALTH INS PMT	51,145.75			1000 362022		101000
121517	71711S	999999 LEONARD RODELL	523.00					
1	121517	08/10/12 REIMB: OVRPMT - HEALTH INS	523.00			1000 362022		101000
121518	71713S	1010 STOCKMAN BANK	45.00					
1	121518	08/13/12 NSF-DOG PND FEES: BOYT	45.00			1000 334010		101000
121519	71714S	999999 DEPT OF PUBLIC HEALTH & HUMAN	85.00					
1	121519	08/16/12 CAFFIEND LICENSE FEE	85.00			2270 344030		101000
121520	71715S	523 CITY SERVICE, INC.	37,468.50					
1	121520	08/17/12 9998 GAL JET A AVIATION FUEL 922704	37,468.50*		15435	5610 87 430300	237	101000
121521	71716S	2090 MONTANA LEAGUE OF CITIES & TOWNS	100.00					
1	121521	08/17/12 ANNUAL CONF: HELENA	100.00			1000 1 410200	380	101000
121522	71717S	999999 LUKE SMITH	81.00					
1	121522	08/17/12 RIFLE ARM-REN COURSE/BZMN	81.00		15000	1000 5 420140	370	101000
121523	71718S	999999 ERIC J. LEGGATE	58.00					
1	121523	08/17/12 MEALS--TRAINING IN BILLINGS	58.00			1000 5 420140	370	101000
121524	71719S	999999 JAMES STACEY	58.00					
1	121524	08/17/12 MEALS--TRAINING IN BILLINGS	58.00			1000 5 420140	370	101000
121525	71720S	999999 JASON BEDNAR	58.00					
1	121525	08/17/12 MEALS--TRAINING IN BILLINGS	58.00			1000 5 420140	370	101000
121526	71721S	999999 BREANNA SCHAEFER	52.00					
1	121526	08/17/12 MEALS:TRNG IN BLGS: CSW TAC	52.00		15224	1000 5 420160	370	101000
121527	71722S	999999 HEALTHER ROOS	52.00					
1	121527	08/17/12 MEALS:TRNG IN BLGS: CSW TAC	52.00		15226	1000 5 420160	370	101000
121528	71723S	999999 CALIBRE PRESS	215.00					
1	121528	08/17/12 ST SURV TRNG: BLGS: BEDNAR	215.00		14993	1000 5 420140	380	101000

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 2 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121529	71724S	999999	U.S. TREASURY	2,948.49								
1	121529	08/21/12 941 4TH QTR 2011 - UNDERPMT		1,377.58			1000	3	410500	220		101000
2	121529	08/21/12 941 4TH QTR 2011 - UNDERPMT		1,570.91			7910		212200			101000
121530	71725S	660	CUSTER COUNTY CLERK & RECORDER	35.00								
1	121530	08/22/12 RECORDING FEE FOR RES 3515		35.00			1000	3	410500	220		101000
121531	71727S	999999	WILCOXSON'S	1,094.50								
1	121531	08/23/12 ICE CREAM		1,094.50		14592	2985	15	450330	210		101004
		676407										
121532	71726S	523	CITY SERVICE, INC.	38,144.69								
1	121532	08/23/12 9003 GAL OF JET A		35,049.58*		15440	5610	87	430300	237		101000
		923249										
2	121532	08/23/12 FREIGHT ON REFUELERS		3,095.11		15441	5610	87	430300	230		101000
		922975										
121533	71728S	2450	POSTMASTER (UTILITIES)	950.00								
1	121533	08/27/12 WATER/SEWER POSTAGE		475.00			5210	25	430510	311		101000
2	121533	08/27/12 WATER/SEWER POSTAGE		475.00			5310	29	430610	311		101000
121534	71729S	1970	MONTANA DAKOTA UTILITIES	10,856.82								
1	121534	08/27/12 ELECTRIC/GAS		379.04			1000	7	420460	341		101000
2	121534	08/27/12 ELECTRIC/GAS		11.78			1000	7	420460	344		101000
3	121534	08/27/12 ELECTRIC/GAS		817.72			1000	8	411230	341		101000
4	121534	08/27/12 ELECTRIC/GAS		24.67			1000	8	411230	344		101000
5	121534	08/27/12 ELECTRIC/GAS		736.25			1000	13	460433	341		101000
6	121534	08/27/12 ELECTRIC/GAS		44.28			1000	13	460433	344		101000
7	121534	08/27/12 ELECTRIC/GAS		22.37			1000	14	460445	341		101000
8	121534	08/27/12 ELECTRIC/GAS		93.56			1000	21	440600	341		101000
9	121534	08/27/12 ELECTRIC/GAS		18.17			1000	21	440600	344		101000
10	121534	08/27/12 ELECTRIC/GAS		847.27			2220	16	460100	341		101000
11	121534	08/27/12 ELECTRIC/GAS		23.63			2220	16	460100	344		101000
12	121534	08/27/12 ELECTRIC/GAS		1,012.93			2440	50	430263	341		101000
13	121534	08/27/12 ELECTRIC/GAS		54.41			2480	47	430263	341		101000
14	121534	08/27/12 ELECTRIC/GAS		64.30			2510	107	430220	341		101000
15	121534	08/27/12 ELECTRIC/GAS		6.46			2510	107	430220	344		101000
16	121534	08/27/12 ELECTRIC/GAS		5.44*			2510	108	430220	341		101000
17	121534	08/27/12 ELECTRIC/GAS		1.62			2520	108	430220	344		101000
18	121534	08/27/12 ELECTRIC/GAS		26.63			2935	11	460461	341		101000
19	121534	08/27/12 ELECTRIC/GAS		650.54			5210	22	430530	341		101000

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 3 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
20	121534	08/27/12 ELECTRIC/GAS	13.61			5210 23 430550	341	101000
21	121534	08/27/12 ELECTRIC/GAS	4.04			5210 23 430550	344	101000
22	121534	08/27/12 ELECTRIC/GAS	13.60			5310 31 430630	341	101000
23	121534	08/27/12 ELECTRIC/GAS	4.04			5310 31 430630	344	101000
24	121534	08/27/12 ELECTRIC/GAS	860.27			5310 32 430690	341	101000
25	121534	08/27/12 ELECTRIC/GAS	20.23			5310 32 430690	344	101000
26	121534	08/27/12 ELECTRIC/GAS	4,188.25			5310 33 430640	341	101000
27	121534	08/27/12 ELECTRIC/GAS	379.04			5510 10 420730	341	101000
28	121534	08/27/12 ELECTRIC/GAS	10.00			5510 10 420730	344	101000
29	121534	08/27/12 ELECTRIC/GAS	497.65			6040 910 430220	341	101000
30	121534	08/27/12 ELECTRIC/GAS	25.02			6040 910 430220	344	101000
121535	71730S	2808 SOUTHEASTERN MT DEVELOPMENT CORP	8,438.00					
1	121535	08/27/12 FY 12-13 MEMBERSHIP DUES	8,438.00			1000 2 470300	350	101000
121536	71731S	1970 MONTANA DAKOTA UTILITIES	1,059.82					
1	121536	08/29/12 ELECTRIC/GAS	1,000.56		15442	5610 87 430300	341	101000
2	121536	08/29/12 ELECTRIC/GAS	59.26		15442	5610 87 430300	344	101000
121537	71732S	999999 RYAN KETCHUM	508.00					
1	121537	08/31/12 meals for mlea: 9/9 thru 12/7	508.00			1000 5 420140	370	101000
121538	71733S	2865 DEPT OF ENVIRONMENTAL QUALITY	210.00					
1	121538	08/31/12 APP/EXAM FEES: ROBERTS,BROWN	105.00		15340	5210 22 430530	334	101000
2	121538	08/31/12 APP/EXAM FEES: ROBERTS,BROWN	105.00		15340	5210 80 430540	334	101000
121539	71734S	2094 MSU NORTHERN	507.50					
1	121539	08/31/12 FALL WTR SCHL:ROBERTS&BROWN	253.75		15343	5210 22 430530	380	101000
2	121539	08/31/12 FALL WTR SCHL:ROBERTS&BROWN	253.75		15343	5210 80 430540	380	101000
121540	71736S	999999 JASON BEDNAR	614.00					
1	121540	09/04/12 ACADEMY - MEALS	614.00		15712	1000 5 420140	370	101000
121541	71735S	523 CITY SERVICE, INC.	32,458.20					
1	121541	08/31/12 7003 GAL 100 LL	32,458.20*		15445	5610 87 430300	237	101000
		924202						
121542	71741S	256 BARNEYS BLOCKS & HEADS	40.00					
1	121542	08/31/12 TWO TURN ROTERS	40.00		157107	1000 5 420140	230	101000
		7763						

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121543	71742S	870 EAST MAIN ANIMAL CLINIC		313.05					
1	121543	08/31/12 VET SERVI - ABANDONED ANIMALS 8/30/12		313.05		14999	1000 21 440600	350	101000
121544	71737S	369 HEALTH-E-WEB		420.00					
1	121544	08/31/12 AMB SOFTWARE MAINT		420.00		15158	5510 10 420730	350	101000
121545	71743S	287 TIGERDIRECT INC.		434.47					
1	121545	08/31/12 5 POWER BACKUPS P41333810101		72.41			1000 3 410500	220	101000
2	121545	08/31/12 5 POWER BACKUPS P41333810101		72.41*			1000 36 411020	220	101000
3	121545	08/31/12 5 POWER BACKUPS P41333810101		72.41			2510 107 430220	220	101000
4	121545	08/31/12 5 POWER BACKUPS P41333810101		72.41			2520 108 430220	220	101000
5	121545	08/31/12 5 POWER BACKUPS P41333810101		72.41			5210 25 430510	220	101000
6	121545	08/31/12 5 POWER BACKUPS P41333810101		72.42			5310 29 430610	220	101000
121546	71744S	700 CUSTER COUNTY WATER & SEWER		11,718.01					
1	121546	08/31/12 WATER/SEWER COLL: AUGUST		11,718.01			7980 211020		101000
121547	71745S	2450 POSTMASTER (UTILITIES)		950.00					
1	121547	08/31/12 WATER/SEWER POSTAGE		475.00			5210 25 430510	311	101000
2	121547	08/31/12 WATER/SEWER POSTAGE		475.00			5310 29 430610	311	101000
121548	71746S	2090 MONTANA LEAGUE OF CITIES & TOWNS		2,523.00					
1	121548	08/31/12 2012-2013 DUES		2,523.00			1000 3 410500	334	101000
121549	71747S	2910 TONGUE RIVER ELECTRIC		448.96					
1	121549	08/31/12 SOUTHGATE LIGHTING 7687900		401.84			2450 51 430263	341	101000
2	121549	08/31/12 911 POWER & TOWER 1836700		47.12		15231	2850 105 420140	341	101000
121550	71748S	999999 HEATHER ROOS		60.00					
1	121550	08/31/12 CELL PHONE REIMB: AUG/SEPT 149;150		60.00		15233	2850 105 420140	345	101000

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 5 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121551	71749S	2151 MORRISON & MAIERLE INC	233.75					
2	121551	08/31/12 COMPUTER WORK	170.00		15702	1000 5 420140	350	101000
		12657						
3	121551	08/31/12 DISP SUPER COMP REPAIR	63.75		15229	2850 105 420140	350	101000
		12623						
121552	71750S	419 BULLBERRY SYSTEMS INC	1,500.00					
1	121552	08/31/12 ANNUAL MAINTENANCE	1,500.00		15232	2850 105 420140	350	101000
		3430						
121553	71751S	498 CENTURY LINK	2,014.25					
1	121553	08/31/12 911 PHONE SYSTEM	2,014.25		15230	2850 105 420140	345	101000
121554	71752S	999999 TODD BROWN	292.20					
1	121554	08/31/12 TRAVEL TO BOZEMAN:WTR CERT	146.10		15345	5210 22 430530	370	101000
2	121554	08/31/12 TRAVEL TO BOZEMAN:WTR CERT	146.10		15345	5210 80 430540	370	101000
121555	71753S	999999 ZANE ROBERTS	292.20					
1	121555	08/31/12 TRAVEL TO BOZEMAN: WTR CERT	146.10		15344	5210 22 430530	370	101000
2	121555	08/31/12 TRAVEL TO BOZEMAN: WTR CERT	146.10		15344	5210 80 430540	370	101000
121556	71738S	2162 MONTANA SUPREME COURT	300.00					
1	121556	08/31/12 2012 FALL CONF/JUDGES	300.00		13497	1000 6 410300	334	101000
121557	71738S	2162 MONTANA SUPREME COURT	500.00					
1	121557	08/31/12 2012 FALL CONF: CLERKS	500.00		13498	1000 6 410300	334	101000
121558	71754S	1986 JACKS BODY SHOP	406.50					
1	121558	08/31/12 VEHICLE TOW-91 SUBARU	126.50		15706	1000 5 420140	220	101000
		3511						
2	121558	08/31/12 CLEAR IMPOUND LOT	280.00		15706	1000 5 420140	220	101000
		8/21/12						
121559	71755S	1047 MARILYNN FORMAN	350.00					
1	121559	08/31/12 CLEANING SERVICES - AUG	350.00		15709	1000 5 420140	350	101000
		8/27/12						
121560	71756S	999999 ENTENMANN-ROVIN CO.	225.73					
1	121560	08/31/12 POLICE COMM BADGES	225.73		15708	1000 5 420140	226	101000
		83018-IN						

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 6 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121561	71757S	1527 LN CURTIS & SONS		2,108.66					
1	121561	08/31/12 BATTERY 10 V NIMH RECH 3125915-00		263.65		15157	1000 7 420460	214	101000
2	121561	08/31/12 TURNOUT CLEANER 1243955		90.01		15151	1000 7 420460	220	101000
3	121561	08/31/12 BUNKER GEAR - GALLATIN 3213227		1,755.00		15146	1000 7 420460	226	101000
121562	71758S	2305 NOTBORN MOTORS		79.95					
1	121562	08/31/12 OIL LUBE INSPECTION A-26 68934		79.95		15156	5510 10 420730	231	101000
121563	71759S	999999 HEATHER ORR		16.48					
1	121563	08/31/12 REFUND DEPOSIT		16.48			5210 214010		101000
121564	71760S	1331 HOLY ROSARY HEALTH CENTER-CLINIC		485.00					
1	121564	08/31/12 GALLATIN PHYSICAL 8003		242.50		15155	1000 7 420460	350	101000
2	121564	08/31/12 GALLATIN PHYSICAL 8003		242.50		15155	5510 10 420730	350	101000
121565	71761S	999999 PINE RIDGE ENTERPRISES		4,588.71					
1	121565	08/31/12 PUMP #2 HI SERV REPAIR 12923		4,588.71		15342	5210 22 430530	360	101000
121566	71762S	639 CUSTER CO HEALTH DEPT		193.00					
1	121566	08/31/12 HEP A,HEP B, T DAP 6605		57.90		15338	5210 22 430530	220	101000
2	121566	08/31/12 HEP A,HEP B, T DAP 6605		57.90		15338	5210 80 430540	220	101000
3	121566	08/31/12 HEP A,HEP B, T DAP 6605		46.32		15338	5310 33 430640	220	101000
4	121566	08/31/12 HEP A,HEP B, T DAP 6605		30.88		15338	5310 32 430690	220	101000
121567	71763S	408 BRENNTAG PACIFIC, INC.		7,216.66					
1	121567	08/31/12 POLYMER BF1224449		7,216.66		15336	5210 80 430540	222	101000

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121568	71764S	330 AQUACHECK LABORATORY, INC	262.63					
1	121568	08/31/12 MODIFIED M-TEC	262.63		15335	5310 33 430640	222	101000
		16357						
121569	71765S	1896 HAWKINS, INC	667.50					
1	121569	08/31/12 FLUORIDE	667.50		15333	5210 80 430540	222	101000
		3371216						
121570	71766S	999999 CALIFORNIA CONTRACTORS SUPPLIES,	155.40					
1	121570	08/31/12 ICY COOL BANDANA	46.62		15332	5210 22 430530	226	101000
		25019						
2	121570	08/31/12 ICY COOL BANDANA	46.62		15332	5210 80 430540	226	101000
		25019						
3	121570	08/31/12 ICY COOL BANDANA	37.30		15332	5310 33 430640	226	101000
		25019						
4	121570	08/31/12 ICY COOL BANDANA	24.86		15332	5310 32 430690	226	101000
		25019						
121571	71767S	2240 NOLLEYS WELDING & MACHINE INC	225.00					
1	121571	08/31/12 REPAIR PUMP @ HAYNES	225.00		15331	5310 32 430690	360	101000
		25323						
121572	71768S	2914 TOURISM BUSINESS IMPROVEMENT	8,467.00					
1	121572	08/31/12 TBID: AUGUST, 2012	8,467.00			7370 212500		101000
121573	71769S	1120 GLADER ELECTRIC CO	44,839.12					
1	121573	08/31/12 REPAIR SERVICES	310.62		15329	5210 22 430530	360	101000
		67284,67287,67253						
2	121573	08/31/12 REPAIR SERVICES	241.50		15329	5310 33 430640	360	101000
		67353,67218						
3	121573	08/31/12 INSTALL VFD ON PUMPS #2	44,287.00		15617	5210 23 430550	940	101000
		67915						
121574	71770S	902 ENERGY LABORATORIES INC	498.00					
1	121574	08/31/12 CHEMICALS	321.00		15328	5210 80 430540	222	101000
		320850644,732						
2	121574	08/31/12 CHEMICALS	177.00		15328	5310 33 430640	222	101000
		1126,1518						

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 8 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121575	71771S	501 CHEM SEARCH		978.77					
1	121575	08/31/12 R & M; GAS/OIL, ETC		214.46		15339	5210 22 430530	230	101000
		829301							
2	121575	08/31/12 R & M; GAS/OIL, ETC		214.46		15339	5210 80 430540	230	101000
		829301							
3	121575	08/31/12 R & M; GAS/OIL, ETC		216.39		15339	5310 33 430640	230	101000
		829301							
4	121575	08/31/12 R & M; GAS/OIL, ETC		144.26		15339	5310 32 430690	230	101000
		829301							
5	121575	08/31/12 R & M; GAS/OIL, ETC		94.60		15339	5210 22 430530	231	101000
		829301							
6	121575	08/31/12 R & M; GAS/OIL, ETC		94.60		15339	5210 80 430540	231	101000
		829301							
121576	71772S	999999 DYNA ENGINEERING LTD		390.00					
1	121576	08/31/12 SIGN BRACKETS		312.00		15808	2510 107 430220	230	101000
		6592							
2	121576	08/31/12 SIGN BRACKETS		78.00		15808	2520 108 430220	230	101000
		6592							
121577	71773S	3039 UTILITIES UNDERGROUND LOCATION		176.46					
1	121577	08/31/12 LOCATES		88.23		15619	5210 23 430550	360	101000
		2075073							
2	121577	08/31/12 LOCATES		88.23		15619	5310 31 430630	360	101000
		2075073							
121578	71774S	291 ECOLAB PEST ELIMINATION DIV		56.60					
1	121578	08/31/12 PEST CONTROL		56.60		15444	5610 87 430300	230	101000
		8221185							
121580	71775S	999999 BRUSH TRUCK REPAIR		480.00					
1	121580	08/31/12 TENDER 23, REPL STARTER		480.00*		15154	1000 7 420460	364	101000
		15248							
121581	71776S	2929 TRI-CHEM PRODUCTS		3,317.55					
1	121581	08/31/12 AMB SOFTWARE SUPPORT		3,317.55		15153	5510 10 420730	350	101000
		20120629							

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 9 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121582	71777S	1661	DOROTHY MEIDINGER	375.00					
1	121582	08/31/12	SECRETARIAL SERVICES	150.00		15446	5610 87 430300	350	101000
2	121582	08/31/12	SECRETARIAL SERVICES	225.00		15434	5610 87 430300	350	101000
121583	71778S	999999	INTERSTATE POWER SYSTEMS	6,070.02					
1	121583	08/31/12	3-8 REPAIR ELECTRICAL	6,070.02*		15149	1000 7 420460	364	101000
			R007020448						
121584	71779S	1330	HOLY ROSARY HEALTH CENTER	439.30					
1	121584	08/31/12	MEDICAL SUPPLY FOR AMB	439.30		15152	5510 10 420730	222	101000
121585	71780S	314	MES - DEPOSITORY ACCOUNT	121.70					
1	121585	08/31/12	RETAINING SCREWS REPLACE	69.69		15145	1000 7 420460	230	101000
			333300						
2	121585	08/31/12	RETAINING SCREWS REPLACE	52.01		15145	1000 7 420460	230	101000
			334077						
121586	71781S	1571	MACS FRONTIERLAND	12.60					
1	121586	08/31/12	REPL OIL DIPSTICK A-20	12.60		15147	5510 10 420730	230	101000
			617230						
121587	71782S	2560	REGAN PLUMBING & HEATING	402.40					
1	121587	08/31/12	AC REPAIR	69.50		15148	1000 7 420460	400	101000
			212-39764						
2	121587	08/31/12	PUMP PLANT	164.18		15097	1000 13 460433	230	101000
			212-39692						
3	121587	08/31/12	RIVERSIDE	47.27		15097	1000 13 460433	230	101000
			212-39691						
4	121587	08/31/12	PUMP PLANT	73.03		15097	1000 13 460433	230	101000
			212-39788						
5	121587	08/31/12	SUPPLIES	26.50		15811	2510 107 430220	230	101000
			121-39871						
6	121587	08/31/12	SUPPLIES	6.62		15811	2520 108 430220	230	101000
			121-39871						
7	121587	08/31/12	SUPPLIES - DENTON FIELD	15.30		15811	1000 13 460433	230	101000
			121-39872						
121588	71783S	999999	BETTY VAIL	53.28					
1	121588	08/31/12	TRAVEL	53.28		14593	2985 15 450330	370	101004

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 10 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121589	71784S	317 BILLINGS CLINIC		390.00					
1	121589	08/31/12 DRUG SCRNG/EMPL EXAMS		390.00		15705	1000 5 420140	350	101000
121590	71785S	3293 EASTERN MT COMMUNITY MENTAL		400.00					
1	121590	08/31/12 POL CANDIDATE SCREEN/TEST		400.00		15704	1000 5 420140	350	101000
121591	71786S	2540 RED ROCK SPORTING GOODS		2,299.00					
1	121591	08/31/12 100 BX FED .223 AMMO		2,299.00		2540	1000 5 420140	227	101000
		90715							
121592	71787S	2270 NORTHWEST PIPE INC		1,030.86					
1	121592	08/31/12 OP EXP/ R & M SUPPLIES		84.76		15616	5210 23 430550	220	101000
		1994917;110707							
2	121592	08/31/12 OP EXP/ R & M SUPPLIES		946.10		15616	5210 23 430550	230	101000
		110707-01							
121593	71788S	2491 PROGRESSIVE CLEANING SERV. INC		990.00					
1	121593	08/31/12 CLEAN SHOP APR THRU AUG 2012		990.00		15805	6040 910 430220	360	101000
121594	71789S	999999 AVITUS BUSINESS SERVICES, INC.		525.00					
1	121594	08/31/12 BUDKET TRUCK TRAINING		150.00		15804	1000 13 460433	380	101000
		2345							
2	121594	08/31/12 BUDKET TRUCK TRAINING		75.00*		15804	6040 910 430220	380	101000
		2345							
3	121594	08/31/12 BUDKET TRUCK TRAINING		120.00		15804	2510 107 430220	380	101000
		2345							
4	121594	08/31/12 BUDKET TRUCK TRAINING		30.00		15804	2520 108 430220	380	101000
		2345							
5	121594	08/31/12 BUDKET TRUCK TRAINING		75.00		15804	5210 23 430550	380	101000
		2345							
6	121594	08/31/12 BUDKET TRUCK TRAINING		75.00		15804	5310 31 430630	380	101000
		2345							
121595	71790S	286 STANLEY CHIROPRACTIC OFFICE		65.00					
1	121595	08/31/12 CDL PHYSICAL		65.00		15615	5210 23 430550	350	101000
121596	71791S	2716 SENSUS METERING SYSTEM		1,524.60					
1	121596	08/31/12 SUPPORT ANNUAL RENEWAL		1,067.22		15614	5210 23 430550	360	101000
		2A13006482							
2	121596	08/31/12 SUPPORT ANNUAL RENEWAL		457.38		15614	5310 31 430630	360	101000
		2A13006482							

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 11 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121597	71792S	293	POWERPLAN	455.85					
1	121597	08/31/12	#56 BUCKET TEETH/PINS	182.34		14650	2510 107 430220	363	101000
			P61818						
2	121597	08/31/12	#56 BUCKET TEETH/PINS	45.59		14650	2520 108 430220	363	101000
			P61818						
3	121597	08/31/12	#56 BUCKET TEETH/PINS	113.96		14650	5210 23 430550	363	101000
			P61818						
4	121597	08/31/12	#56 BUCKET TEETH/PINS	113.96		14650	5310 31 430630	363	101000
			P61818						
121598	71793S	999999	WAYNE NILE	104.99					
1	121598	08/31/12	BOOT REIMBURSEMENT	83.99		15100	2510 107 430220	226	101000
			192950						
2	121598	08/31/12	BOOT REIMBURSEMENT	21.00		15100	2520 108 430220	226	101000
			192950						
121599	71794S	3229	ROLLING RUBBER	17.00					
1	121599	08/31/12	FLAT TIRE REPAIR	17.00		15099	1000 13 460433	230	101000
			33923						
121600	71795S	4000	AG PARTNERS, LLC	530.00					
1	121600	08/31/12	CHEMICALS	530.00		15098	1000 13 460433	222	101000
			QM2-1A1184						
121601	71796S	3286	WPCI	48.00					
1	121601	08/31/12	DRUG SCREENS	24.00		15096	1000 13 460433	350	101000
			87328						
2	121601	08/31/12	DRUG SCREENS	19.20		15096	2510 107 430220	350	101000
			87328						
3	121601	08/31/12	DRUG SCREENS	4.80		15096	2520 108 430220	350	101000
			87328						
121602	71797S	910	EVERGREEN LANDSCAPING	695.20					
1	121602	08/31/12	R & M SUPPLIES	581.50		15095	1000 13 460433	230	101000
			8052						
2	121602	08/31/12	R & M SUPPLIES	113.70		15095	1000 13 460433	230	101000
			8232						

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 12 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121603	71798S	1285	HILTI INC	251.52					
1	121603	08/31/12	DRILL BIT	100.61		15092	2510 107 430220	214	101000
			4601387911						
2	121603	08/31/12	DRILL BIT	25.16		15092	2520 108 430220	214	101000
			4601387911						
3	121603	08/31/12	DRILL BIT	62.88		15092	5210 23 430550	214	101000
			4601387911						
4	121603	08/31/12	DRILL BIT	62.87		15092	5310 31 430630	214	101000
			4601387911						
121604	71799S	413	BROWN & HUSS, PC	100.00					
1	121604	08/31/12	PROFESSIONAL SERVICES	100.00			1000 4 411100	360	101000
			37082						
121605	71800S	721	DALES CLEANING SERVICE	875.00					
1	121605	08/31/12	CLEAN LIBRARY: AUG 2012	325.00		15514	2220 16 460100	360	101000
			AUGUST						
2	121605	08/31/12	CLEAN CITY HALL	550.00		15812	1000 8 411230	360	101000
			AUGUST						
121606	71801S	999999	EASTERN MONTANA FAIR	30.00					
1	121606	08/31/12	VOLUNTEER PASSES	30.00		14591	2985 15 450330	210	101004
			455607						
121607	71802S	368	TUMBLEWOOD DEVELOPMENT INC	2,666.66					
1	121607	08/31/12	HEALTH & SANITARIAN SERVICES	2,666.66			2270 37 440140	350	101000
			2926						
121608	71803S	1407	KDRMAS LEE & JACKSON INC	2,847.50					
1	121608	08/31/12	GIS DATA MAINTENANCE	2,847.50		15227	2850 105 420140	350	101000
			152638						
121609	71804S	999999	BREANNA SCHAEFER	9.00					
1	121609	08/31/12	MEAL REINBURSEMENT	9.00		15228	1000 5 420160	370	101000
121610	71805S	999999	DIANNA BROADIE	411.13					
1	121610		TRAVEL REIMBURSEMENT	411.13		4998	1000 36 411020	370	101000

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 13 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121611	71806S	147 A+ ELECTRIC MOTOR REPAIR, INC	4,075.00					
1	121611	08/31/12 PUMP MOTOR REPAIR	4,075.00		15326	5210 22 430530	360	101000
		6606						
121612	71807S	1810 MILES CITY VET SERVICE	49.00					
1	121612	08/31/12 K-9 SHOTS/EXAM	49.00		14996	1000 5 420140	350	101000
		0136257						
121613	71808S	268 MILES CITY SANITATION INC.	43.00					
1	121613	08/31/12 POL DEPT GARBAGE SERV	43.00		14995	1000 5 420140	346	101000
		28101064						
121614	71809S	999999 NORTHWEST WISCONSIN TECHNICAL	350.00					
1	121614	08/31/12 ON-LINE TASER COURSE: FENNER	350.00		14994	1000 5 420140	380	101000
		SFT0000064075						
121615	71810S	1737 MC AREA SOLID WASTE DISTRICT	25.00					
1	121615	08/31/12 ANIMAL DISPOSAL	25.00		14998	1000 21 440600	220	101000
		339A						
121616	71811S	4006 AIRPORT INN	83.99					
1	121616	08/31/12 DSHS/HT FUDGE/GMA ICE CRM SHP	83.99		14590	2985 15 450330	220	101004
121617	71812S	4003 SHI INTERNATIONAL CORP	320.39					
1	121617	08/31/12 DAWN'S COMP SOFTWARE	320.39		4997	1000 36 411020	214	101000
		B00712597						
121618	71813S	1424 KRUTZFELDT & JONES LLP	525.00					
1	121618	08/31/12 PROFESSIONAL SERVICES	525.00		15439	5610 87 430300	350	101000
		13566						
121619	71814S	1654 MCRAE OVERHEAD DOOR CO	643.50					
1	121619	08/31/12 CHNG CABLS/SERV BI-FLD DR	643.50		15437	5610 87 430300	230	101000
		3866						
121620	71815S	636 CRIDCO, LLC	18.00					
1	121620	08/31/12 2 WATER @6.00	18.00		15436	5610 87 430300	230	101000
		050461						

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 14 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121621	71816S	1970 MONTANA DAKOTA UTILITIES	22,438.07					
1	121621	08/31/12 ELECTRIC/GAS	63.86			1000 13 460433	341	101000
2	121621	08/31/12 ELECTRIC/GAS	17.50*			1000 13 460433	533	101000
3	121621	08/31/12 ELECTRIC/GAS	253.15			1000 14 460445	341	101000
4	121621	08/31/12 ELECTRIC/GAS	9,065.81			2400 46 430263	341	101000
5	121621	08/31/12 ELECTRIC/GAS	4,039.35			2400 46 430263	533	101000
6	121621	08/31/12 ELECTRIC/GAS	1,655.92			2420 48 430263	341	101000
7	121621	08/31/12 ELECTRIC/GAS	664.90			2420 48 430263	533	101000
8	121621	08/31/12 ELECTRIC/GAS	116.45			2430 49 430263	341	101000
9	121621	08/31/12 ELECTRIC/GAS	250.83			2470 72 430263	341	101000
10	121621	08/31/12 ELECTRIC/GAS	304.12			2470 72 430263	533	101000
11	121621	08/31/12 ELECTRIC/GAS	5,973.63			5210 22 430530	341	101000
12	121621	08/31/12 ELECTRIC/GAS	32.55			5210 22 430530	344	101000
121622	71817S	285 BADLANDS, INC.	58.50					
1	121622	08/31/12 VOLUNTEER CAB FARE	58.50		14596	2985 15 450330	370	101004
121623	71818S	316 DATA IMAGING SYSTEMS, INC	2,060.98					
1	121623	08/31/12 CITY SILO/BACKUPS FOR AUG	35.00			1000 3 410500	220	101000
2	121623	08/31/12 CITY SILO/BACKUPS FOR AUG	35.00			5210 25 430510	220	101000
3	121623	08/31/12 CITY SILO/BACKUPS FOR AUG	35.00			5310 29 430610	220	101000
4	121623	08/31/12 PRINTERS	95.32			1000 3 410500	214	101000
5	121623	08/31/12 PRINTERS	95.33			5210 25 430510	214	101000
6	121623	08/31/12 PRINTERS	95.33			5310 29 430610	214	101000
7	121623	08/31/12 COMPUTER	715.00		4999	1000 36 411020	214	101000
8	121623	08/31/12 CONTR R & M	286.47			1000 3 410500	360	101000
9	121623	08/31/12 CONTR R & M	107.44*			5210 25 430510	360	101000
10	121623	08/31/12 CONTR R & M	107.44*			5310 29 430610	360	101000
11	121623	08/31/12 CONTR R & M	63.67			1000 1 410200	360	101000
12	121623	08/31/12 CONTR R & M	148.35			1000 36 411020	360	101000
13	121623	08/31/12 CONTR R & M	42.66			5210 23 430550	360	101000
14	121623	08/31/12 CONTR R & M	42.02			5310 31 430630	360	101000
15	121623	08/31/12 CONTR R & M	61.12			2510 107 430220	360	101000
16	121623	08/31/12 CONTR R & M	24.19			2520 108 430220	360	101000
17	121623	08/31/12 CONTR R & M	71.64			1000 9 410540	360	101000
121624	71819S	1286 DENNIS HIRSCH	16,311.65					
1	121624	08/31/12 BUILDING PERMITS-AUGUST AUG 2012	16,311.65		15813	2394 18 420531	350	101000

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 15 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121625	71739S	999999 RYAN KETCHUM		108.00					
1	121625	08/31/12 MEAL ALLOWANCE		108.00		15713	1000 5 420140	370	101000
121626	71820S	800 DOEDEN CONSTRUCTION		405.00					
1	121626	08/31/12 CONCRETE: SOUTHGATE/RVRSIDE		279.00		15622	5210 23 430550	360	101000
		43089							
2	121626	08/31/12 BACK HOE WORK		126.00		15449	5610 87 430300	230	101000
		63248							
121627	71821S	2579 ROBERT PECCIA & ASSO		3,015.37					
1	121627	08/31/12 MC WASTEWATER		3,015.37		15621	5310 33 430640	940	101000
		0000008							
121628	71822S	1407 KADRMAS LEE & JACKSON INC		13,249.48					
1	121628	08/31/12 TONGUE RVR WTR MAIN REPL		13,249.48*		15620	2260 202 431200	940	101000
		154592							
121629	71823S	2847 STEADMANS ACE HARDWARE		6.48					
1	121629	08/31/12 KEY - #21		6.48		15618	5210 23 430550	220	101000
		987641							
121630	71824S	2221 NEWMAN TRAFFIC SIGNS		3,705.50					
1	121630	08/31/12 SHEETING		540.00		15810	2510 107 430220	242	101000
		TI0252749							
2	121630	08/31/12 SHEETING		135.00		15810	2520 108 430220	242	101000
		TI0252749							
3	121630	08/31/12 SIGNS		2,424.40		15810	2510 107 430220	242	101000
		TI0252937							
4	121630	08/31/12 SIGNS		606.10		15810	2520 108 430220	242	101000
		TI0252937							
121631	71825S	999999 SCOTT GRAY		81.45					
1	121631	08/31/12 CELL PHONE REIMBURSEMENT		65.16		15809	2510 107 430220	345	101000
2	121631	08/31/12 CELL PHONE REIMBURSEMENT		16.29		15809	2520 108 430220	345	101000
121632	71826S	1182 DOWL HKM INC.		9,442.39					
1	121632	08/31/12 STREVELL WTRLN		519.79		15807	2510 107 430233	350	101000
		INV 5							
2	121632	08/31/12 STEVELL WTRLN		128.50		15807	2510 107 430235	350	101000
		INV 5							
3	121632	08/31/12 STREVELL WTRLN		922.55		15807	5210 23 430550	957	101000
		INV 5							

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 16 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4	121632	08/31/12 RIVERSIDE CTEP		7,871.55		15807	1000 13 460433	936	101000
		INV 7							
121633	71827S	1361 INTERSTATE ENGINEERING		1,667.15					
1	121633	08/31/12 RESOLV INCOM WK-AHANU		1,667.15		15623	5210 23 430550	957	102113
		10953							
121634	71828S	278 TITAN MACHINERY		509.40					
1	121634	08/31/12 #26 SOLENOID/PULLEYS		407.52		14651	2510 107 430220	363	101000
		1C12889							
2	121634	08/31/12 #26 SOLENOID/PULLEYS		101.88		14651	2520 108 430220	363	101000
		1C12889							
121635	71829S	331 MONTANA LAW ENFORCEMENT TESTING		100.00					
1	121635	08/31/12 HIRING FEES:CARLETON, EISELE		100.00		15714	1000 5 420140	350	101000
		9/4/12							
121636	71830S	1721 MID RIVERS TELEPHONE CORP		2,842.62					
1	121636	08/31/12 TELEPHONE/INTERNET		109.22		13500	1000 6 410300	345	101000
2	121636	08/31/12 TELEPHONE/INTERNET		158.11		15517	2220 16 460100	345	101000
3	121636	08/31/12 TELEPHONE/INTERNET		120.15		15517	2220 16 460100	347	101000
4	121636	08/31/12 TELEPHONE/INTERNET		39.14			1000 14 460445	345	101000
5	121636	08/31/12 TELEPHONE/INTERNET		151.35			2850 105 420140	345	101000
6	121636	08/31/12 TELEPHONE/INTERNET		125.29		14595	2985 15 450330	345	101004
7	121636	08/31/12 TELEPHONE/INTERNET		99.64		15447	5610 87 430300	345	101000
8	121636	08/31/12 TELEPHONE/INTERNET		37.60		15447	5610 87 430300	319	101000
9	121636	08/31/12 TELEPHONE/INTERNET		36.74		15447	5610 87 430300	347	101000
10	121636	08/31/12 TELEPHONE/INTERNET		34.77			1000 1 410200	345	101000
11	121636	08/31/12 TELEPHONE/INTERNET		52.58			1000 3 410500	345	101000
12	121636	08/31/12 TELEPHONE/INTERNET		19.52			1000 3 410500	347	101000
13	121636	08/31/12 TELEPHONE/INTERNET		8.38			1000 4 411100	345	101000
14	121636	08/31/12 TELEPHONE/INTERNET		316.85			1000 5 420140	345	101000
15	121636	08/31/12 TELEPHONE/INTERNET		65.60			1000 5 420140	347	101000
16	121636	08/31/12 TELEPHONE/INTERNET		283.64			1000 5 420160	345	101000
17	121636	08/31/12 TELEPHONE/INTERNET		165.58			1000 7 420460	345	101000
18	121636	08/31/12 TELEPHONE/INTERNET		42.36			1000 7 420460	347	101000
19	121636	08/31/12 TELEPHONE/INTERNET		8.38			1000 9 410540	345	101000
20	121636	08/31/12 TELEPHONE/INTERNET		41.74			1000 13 460433	345	101000
21	121636	08/31/12 TELEPHONE/INTERNET		37.60			1000 13 460433	347	101000
22	121636	08/31/12 TELEPHONE/INTERNET		37.32			1000 21 440600	345	101000
23	121636	08/31/12 TELEPHONE/INTERNET		76.21			1000 36 411020	345	101000
24	121636	08/31/12 TELEPHONE/INTERNET		28.26			2394 18 420531	345	101000

09/07/12
11:40:30

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/12

Page: 18 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
121640	71740S	523 CITY SERVICE, INC.		4,625.00					
1	121640	08/31/12 TRUCK LEASE JULY,AUG,SEPT		4,625.00*		15450	5610 87 430300	220	101000
		921996,997,925022							

Total: 397,520.29

397,520.29

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$97,856.16
2220 LIBRARY	
101000 Cash - Operating	\$1,474.16
2260 EMERGENCY DISASTER	
101000 Cash - Operating	\$13,249.48
2270 Health	
101000 Cash - Operating	\$2,751.66
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$16,339.91
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$13,105.16
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	\$2,320.82
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$116.45
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$1,012.93
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$401.84
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$554.95
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$54.41
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$5,210.96
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$1,205.20
2850 911 EMERGENCY	
101000 Cash - Operating	\$6,773.85
2935 Historic Preservation	
101000 Cash - Operating	\$26.63
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101004 RSVP Non-Federal Cash Operating	\$1,445.56
5210 WATER UTILITY	
101000 Cash - Operating	\$75,768.20
102113 Cash - NE Water Line Proj	\$1,667.15
5310 SEWER UTILITY	
101000 Cash - Operating	\$12,032.58
5510 AMBULANCE FUND	
101000 Cash - Operating	\$5,057.23
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$115,704.29
6040 PUBLIC WORKS	
101000 Cash - Operating	\$1,634.79
7370 TBID	
101000 Cash - Operating	\$8,467.00
7910 PAYROLL FUND	
101000 Cash - Operating	\$1,570.91
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	\$11,718.01

Total: \$397,520.29

Property & Supply Bureau
Surplus Property Programs
P O Box 200137
Helena, MT 59620-0137
(406) 495-6016

3544
RESOLUTION

donee #: 871318

BE IT RESOLVED THAT: CITY OF MILES CITY
(Print Legal Name of Applicant Organization)

STREET ADDRESS: 17 South 8th Street City: Miles City MT 59301-0910

MAILING ADDRESS: PO Box 910 City: Miles City MT 59301-0910

PHONE NUMBER: 406-234-3462 FAX NUMBER: 406-234-2903

E-MAIL ADDRESS: cityclerk@milescity-mt.org

by its Governing Board (or) by the Chief Administration Officer, if not governed by a board, shall obligate the Applicant and its funds to the extent necessary to comply with the TERMS and CONDITIONS listed on the reverse side of this form. The employee(s) whose name(s) and signature(s) appears on this document is (are) authorized to acquire federal surplus property from the State of Montana, Property & Supply Bureau for the above Applicant.

BE IT FURTHER RESOLVED THAT this certified copy of the Resolution shall be submitted to the State of Montana, Property & Supply Bureau and the same remain in effect until written notice is given to the Property & Supply Bureau to change or rescind said Resolution.

CERTIFICATION: I, Mayor C. A. Grenz hereby certify that I am the
(Chairman of the Board (or) Administrative Officer)

Mayor of the CITY OF MILES CITY
(Title) (Full Legal Name of Governing Board)

of the above applicant that the foregoing is

(1) a true and correct copy of the Resolution adopted by the vote of the majority of said board present at a duly-convened

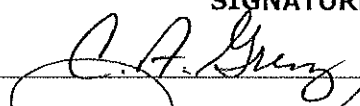
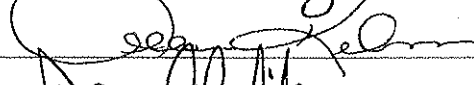
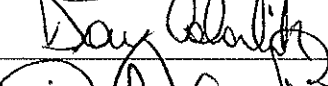
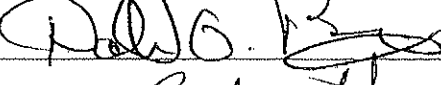
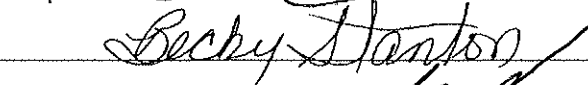
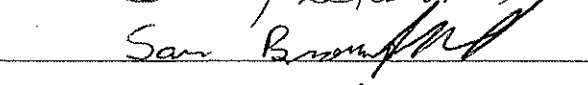
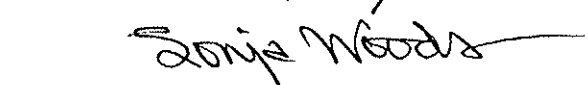
(2) meeting of the said board on the _____ day of _____, 2011 at which a quorum was present.

OR

(2) an executive action taken by me on the _____ day of _____, 2011.

SIGNATURE: C. A. Grenz
(Chairman of the Board (or) Administrative Officer)

AUTHORIZED AGENTS AND THEIR SIGNATURES (required)

TYPE OR PRINT NAME:	SIGNATURE	DEPARTMENT:
1. C. A. Grenz X		MAYOR
2. Al Kelm		Dr Public Utilities
3. Doug Colombik		Police Chief
4. Dale Berg		Fire Chief
5. Becky Stanton		City Clerk
6. Sam Brownfield		Airport Manager
Sonja Woods		Library Director

STATE OF MONTANA

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; SECTION 606 OF TITLE
VI OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF
1949, AS AMENDED; SECTION 504 OF THE REHABILITATION ACT OF
1973, AS AMENDED; TITLE IX OF THE EDUCATION AMENDMENTS
OF 1972, AS AMENDED; AND SECTION 303 OF THE AGE
DISCRIMINATION ACT OF 1975, AS AMENDED.

(Full legal name of applicant organization (hereafter called the donee))

hereby agrees that the program for or connection with any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 1016.2) issued under the provisions of title VI of the Civil Rights Act of 1964, as amended, Section 606 Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended and Section 303 of the Age Discrimination Act of 1974, as amended, to the end that no person in the United States shall on the grounds of race, color, sex, age, national origin, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and Hereby Gives Assurance That it will immediately take any measure necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

DATED: _____

BY: _____
(Chairman of the Board (OR) Chief Administrative Officer)

RESOLUTION NO. 3545

A RESOLUTION CONDITIONALLY COMMITTING \$10,000.00 TOWARD AN ASSESSMENT OF THE CUSTER COUNTY, MONTANA JAIL FACILITY, INCLUDING THE POSSIBILITY OF REPLACEMENT OF SUCH FACILITY.

WHEREAS Custer County, Montana has recently decided to close its jail facility within the next month due to threatened litigation over the condition of the jail facility;

AND WHEREAS, Custer County, Montana desires to seek grant funding for, and contract for, an assessment of the jail facilities maintained by Custer County, including the possibility of replacement of the existing jail facility;

AND WHEREAS, Custer County, Montana has requested that the City of Miles City provide the sum of Ten Thousand and no/100 Dollars (\$10,000.00) to assist in funding an assessment of the Custer County jail facility including the possibility of replacement of the existing jail facility;

AND WHEREAS, the City of Miles City utilizes the Custer County jail facility from time to time;

AND WHEREAS, the City Council deems the repair or replacement of the Custer County jail facility as a matter of significant importance to the residents of the City of Miles City,

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Miles City, Montana that it hereby commits to Custer County, Montana to provide up to Ten Thousand and no/100 Dollars (\$10,000.00) to assist in funding an assessment of the Custer County jail facility including the possibility of replacement of the existing jail facility. Such commitment is conditional upon Custer County, Montana providing at least the sum of Ten Thousand and no/100 Dollars (\$10,000.00) of its own funds to assist in funding such assessment.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 11TH DAY OF SEPTEMBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

RESOLUTION NO. 3546

A RESOLUTION AUTHORIZING THE LEASING TO DUANE BUNDY AND JANE BUNDY, OF MILES CITY MONTANA, A TRACT OF LAND OWNED BY THE CITY OF MILES CITY, MONTANA ON THE PERIMETER OF THE SEWAGE TREATMENT PLANT IN SECTION 22, TOWNSHIP 8 NORTH, RANGE 47 EAST, M.P.M.

WHEREAS, DUANE BUNDY and JANE BUNDY, of 19 Wyttenhove Lane, Miles City, Montana 59301, have hereunto made application for lease of the following described real property located in Custer County, Montana:

Real property on the perimeter of the Sewage Treatment Plant, located in Section 22, Township 8 North Range 47 East, M.P.M. in Custer County, Montana as set forth in the diagram, Attachment "A" of Exhibit "A" to this Resolution, consisting of 16.5 acres more or less.

AND WHEREAS the City Council finds that the area applied for is reasonably necessary for the use of the Lessees as a site for the purpose described in the attached Lease and the application of said Lessees should be granted.

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

It does hereby authorize the leasing to Duane Bundy and Jane Bundy, of 19 Wyttenhove Lane, Miles City, Montana 59301, the property owned by the City of Miles City and described above, in accordance with the terms, covenants, purposes and conditions set forth in the copy of the Lease Agreement, attached hereto as Exhibit "A", and made a part hereof.

PASSED AND ADOPTED by at least a two-thirds affirmative vote of all members of the Miles City Council this 11th day of September, 2012.

C. A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

LEASE AGREEMENT

THIS AGREEMENT, made entered into this ____ day of ____, 2012, by and between the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. Eighth Street, Miles City, Montana 59301, hereinafter referred to as the "**CITY**" and Duane and Jane Bundy, as joint tenants with right of survivorship, of 19 Wyttenhove Lane Miles City 59301, hereinafter referred to as "**TENANT**".

WHEREAS the CITY owns certain real property located on the perimeter of the sewage treatment plant located in Section 22, Township 8N Range 47E in Custer County particularly described as follows

See Exhibit A, diagram, attached hereto and incorporated herein by reference. approximately 16.5 acres.

AND WHEREAS it is the desire of TENANT to lease the above described property in order to use it for agricultural purposes.

AND WHEREAS the land is mostly in the floodway and is otherwise not usable for most purposes except agriculture.

AND WHEREAS the area is currently vacant and available then the area is leasable on the following terms and conditions;

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

I. AGREEMENT

The CITY, for and in consideration of the rents to be paid and the covenants to be performed by TENANT, does hereby demise, lease, and let unto TENANT the real property located on the perimeter of the sewage treatment plant located in Section 22, Township 8N Range 47E in Custer County particularly described as follows

See Exhibit A, diagram, attached hereto and incorporated herein by reference approximately 16.5 acres, hereinafter "*Leasehold*".

II. INITIAL TERM

The term of this Agreement shall be for a period ____ months, beginning on ____, 2012 and expiring at midnight on June 30, 2013, hereinafter, "*the initial lease term*", subject to the option in TENANT to renew this lease as provided for in Article IV of this lease.

III. RENTAL

Annual rental for the initial lease term shall be the following:

Subject property as shown in exhibit A of this agreement contains approximately 16.5 acres at a rate of \$4.60 per acre for a total of Seventy Five and 90/100 dollars (\$75.90) per year.

Payments for the first year of this agreement shall be paid upon contract execution date. The payment due at execution shall be \$75.90 for the remaining lease year through June 30, 2013. Payments in subsequent years shall be due and payable in advance on July 1st of each subsequent year of the lease term, commencing July 1, 2013 through July 1, 2016.

IV. OPTION TO RENEW

This Agreement shall be automatically renewed each year for a period not to exceed one (1) year upon the same terms and conditions herein unless the CITY or the TENANT gives to the other party written notice of cancellation of said Agreement. Said notice shall be given at least (30) days prior to the termination date of this Agreement or any subsequent renewal termination date. In the event this Agreement is automatically renewed, it is understood and agreed that the CITY reserves the right and the power to review the rental on an annual basis, and may adjust the rental as economic conditions and the rental market dictate, and any adjustment shall be evidenced by an amendment attached hereto and dated and signed by the parties hereto.

V. RESPONSIBILITIES OF THE TENANT

TENANT does hereby acknowledge, covenant and agrees as follows:

A. Purpose.

TENANT desires to lease the premises described above for the following general purposes:

The pasturing of stock and activities directly related thereto.

TENANT agrees to use the premises for the stated purpose and the stated purpose only, and covenants that they will not use or occupy said premises, or allow the same to be used or occupied, for any unlawful purpose or any purpose deemed extrahazardous on account of fire or otherwise, or any use which may subject the property to civil or criminal forfeiture.

B. Compliance with Laws.

TENANT shall comply with, conform to, and obey all present and future laws, ordinances, rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises.

C. Independent Investigation.

TENANT acknowledges that it has carefully examined and inspected the premises and improvements and it is fully familiar and acquainted therewith, and agrees to accept the same in their present conditions, and that it is not leasing the premises because of any warranty, representation, information or promises made by the CITY or anyone acting for or on behalf of the CITY, which are not specifically set forth in this Agreement.

D. Maintenance.

TENANT agrees to keep the premises and improvements thereon in good repair and upkeep, reasonable wear and tear alone excepted, and further agrees neither to permit nor cause any waste on the property, or with respect to any improvements thereon. Tenant shall keep the premises in a clean and orderly condition and not allow accumulations of junked or inoperable automobiles, trucks, farm equipment, or scrap upon the premises.

E. Improvements to Remain.

Within sixty (60) days immediately following the expiration of this lease, the TENANT shall remove any improvements TENANT has placed on the leasehold and shall restore, at TENANT'S expense, the leasehold premises to level with the adjoining property and in a debris free condition. If inclement weather during such sixty (60) day period delays such removal and restoration, CITY shall provide TENANT with a reasonable time, not to exceed an additional sixty (60) days in which to remove the improvements and restore the leasehold. If TENANT fails to remove such improvements within such sixty (60) day period, CITY, at its option, may (1) cause the removal of such improvements and restoration of the leasehold premises to be done and shall be entitled to recover all costs and expenses of such removal and restoration from TENANT or (2) may retain all such improvements as property of CITY without compensation to TENANT. Provided, however, that upon termination of the Lease, TENANT, within such same sixty (60) day period, shall have the right to sell the improvements TENANT has placed upon the Leasehold to a successor tenant.

In the event that any financial institution holds a security interest upon any of the improvements hereon, then, in the event of termination of this lease, whether by expiration of term or uncured default, the financial institution holding such security agreement shall be allowed to remove any improvements upon which it holds a security interest within the times provided for the TENANT to remove improvements, as set forth in the first paragraph of this subsection.

F. Right to Inspect.

The CITY or the CITY'S authorized agents shall have the right to enter upon the premises after written notice and during normal business hours, in order to inspect and determine whether TENANT is in compliance with the terms of this Agreement.

G. Utilities.

TENANT agrees to pay for the use and maintenance of all utility services, if any, on the premises, including gas, electricity, telecommunications, water, sewer and solid waste disposal, if applicable.

H. Taxes and Assessments.

TENANT shall pay any and all taxes and assessments which may be lawfully levied against TENANT'S occupancy or use of the premises or any improvements thereon as a result of TENANT'S occupancy.

I. Indemnification.

TENANT shall indemnify and hold the CITY harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of TENANT, its agents, employees or customers, and TENANT hereby agrees to indemnify and hold harmless the CITY for any such loss or damage. The obligations hereunder shall survive the termination of this lease.

J. Insurance.

TENANT agrees to maintain with a good and reputable insurance company a policy of special form property insurance coverage covering the improvements on the leasehold premises in an amount equal to 100% of the replacement value, and said policy of insurance shall have a loss-payable clause specifically naming and covering the interests of the CITY. TENANT further agrees to carry premises liability insurance in the amount of at least ONE MILLION AND NO/100THS DOLLARS (\$1,000,000.00) personal injury and property damage per occurrence and in aggregate, with the CITY named as an additional insured on all such policies of insurance. TENANT shall carry Worker's Compensation Insurance as required by the laws of the State of Montana. TENANT shall provide evidence of such current and valid insurance upon approval of this lease by the Miles City City Council and, thereafter, upon demand of the lease administrator of the CITY. All such policies of insurance shall carry an endorsement requiring ten (10) days prior written notice to the CITY by the insurer prior to their cancellation, termination or non-renewal.

K. Environmental Warranty.

TENANT warrants and agrees to neither cause nor allow to be caused any release of hazardous substances from, into, or upon the premises, nor to cause or allow to be caused any contamination by hazardous waste or substances with respect to the premises, and that, when applicable, TENANT shall comply with all local, state and federal environmental laws and regulations.

TENANT agrees to indemnify, defend and hold harmless the CITY, its employees, agents, members, successors and assigns, from and against any and all damage, claim, liability,

or loss, including reasonable attorneys and other fees, arising out of, or in any way connected to, any condition in, on or of the property, that is caused or allowed to be caused by TENANT, its agents, employees or customers. Such duty of indemnification shall include, but not be limited to, damage, liability or loss pursuant to all local, state and federal environmental laws and regulations, strict liability and common law. The obligations hereunder shall survive the termination of this lease.

TENANT shall not be responsible under this Section for preexisting environmental hazards, if any.

L. Compliance with ADA.

TENANT agrees to comply with the Americans with Disabilities Act as the same may apply to TENANT.

M. Non-Discrimination.

TENANT hereby agrees that the premises not be used in any manner that would discriminate against any person or persons on the basis of sex, age, physical or mental handicap, political ideas, race, creed, religion, color, or national origin.

VI. ASSIGNABILITY OF INTEREST

TENANT shall not assign this Lease, nor sublet the premises, nor any part thereof, without the prior written consent of the CITY, which consent shall not be unreasonably withheld. No permitted sublease shall release TENANT from its obligations under this Lease.

VII. DEFAULT

If TENANT shall at any time be in default in the payment of rent due hereunder, or in the performance of any of the covenants or provisions of this Lease, and TENANT shall fail to remedy such default within thirty (30) days after receipt of written notice thereof from the CITY, then it shall be lawful for the CITY to enter upon the premises, and again repossesses and enjoy the same as if the Lease had not been entered into, and thereupon this Lease and everything herein contained on the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from TENANT all rent due up to the time of such entry. In the case of such default and entry by the CITY, the ownership of any and all improvements on the premises shall vest in the CITY (if the same shall not have already vested), and the CITY may relet the premises for the remainder of TENANT'S term for the highest rent obtainable and may recover from TENANT any deficiency between the amount so obtained and the rent due hereunder from TENANT. If the default is in the performance of any of covenants or provision of this Lease, other than failure to timely pay the rental called for herein, and, by the nature of the default, it cannot reasonably be cured within a thirty (30) day period, so long as TENANT commences and diligently pursues a cure of such default promptly within the initial 30 day cure period, then TENANT shall have a further reasonable time to complete such cure, not to exceed an additional sixty (60) days after the expiration of the initial

thirty (30) day cure period. Payments not received by the City within 30 calendar days of the annual due date shall be subject to a late fee at a rate of 10% per annum.

VIII. MISCELLANEOUS PROVISIONS

If is further mutually understood and agreed as follows:

A. Notice.

Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Notice shall be deemed complete when deposited in a United States Post Office addressed to the tenant with proper postage attached.

B. Oral Modification Prohibited.

No modification or alteration of this Agreement shall be valid unless evidenced by a writing signed by the parties hereto.

C. Attorneys Fees and Costs.

Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing this Agreement or any provision hereunder, or protecting its rights and interest hereunder, the other or unsuccessful party shall reimburse the prevailing party upon demand.

D. Binding Effects.

This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto; provide, however, that no assignment by, from, through or under TENANT in violation of the provisions hereof shall vest in the assignee(s) any right, title, or interest whatsoever.

E. Time of the Essence.

Time is the essence of this Agreement and all obligations of this Agreement shall be performed on or before the dates set forth herein.

F. Incorporation of Recitals.

The Recitals set forth above are incorporated into the terms and conditions of this Agreement and made a part hereof by reference.

G. Executed Copy.

Each of the parties hereby acknowledges receiving an executed copy of this Agreement.

H. Interpretation.

This Agreement shall be governed and construed in all respects according to the laws of the State of Montana.

I. Contingent Upon Approval of City Council.

This Agreement shall not become effective until a resolution approving this lease has been adopted by the affirmative vote of two-thirds of the membership of the City Council of the City of Miles City, pursuant to §7-8-4201(2) MCA.

DRAFT



EXHIBIT A
to Duane and Jane Bundy Lease



RESOLUTION NO. 3547

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2012-2013 TO APPROPRIATE UNAPPROPRIATED REVENUES TO LIBRARY GRANT FUND NO. 2880 FOR GRANT EXPENDITURES.

WHEREAS, the City of Miles City has accruing revenues for Fiscal Year 2012-2013 which were not appropriated in the Final Budget for Fiscal Year 2012-2013 consisting of the following:

Humanities Montana Library Grant--\$2,374.01

AND WHEREAS, as permitted by §7-6-4006 MCA, the City of Miles City desires to amend its final budget for Fiscal Year 2012-2013 to appropriate and expend such revenues;

AND WHEREAS, such amendment of the final budget will result in an overall increase in appropriation authority,

AND WHEREAS the provisions of §7-6-4006 MCA require public hearing upon any budget amendment resulting in an overall increase in appropriation authority,

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

1. The Estimated Revenues for the Final Budget for Fiscal Year 2012-2013 shall be amended in the following funds as follows:

Fund No. 2880, the Library Grant Fund, shall be increased in the amount of \$2,374.01;

2. The appropriations for the Final Budget for Fiscal Year 2012-2013 shall be amended in the following funds as follows:

Fund No. 2880.044.460100.210 of the Library Grant Fund shall be increased in the amount of \$570.87;

Fund No. 2880.044.460100.311 of the Library Grant Fund shall be increased in the amount of \$87.00;

Fund No. 2880.044.460100.320 of the Library Grant Fund shall be increased in the amount of \$158.88;

Fund No. 2880.044.460100.330 of the Library Grant Fund shall be increased in the amount of \$250.00;

Fund No. 2880.044.460100.350 of the Library Grant Fund shall be increased in the amount of \$1,066.12;

Fund No. 2880.044.460100.370 of the Library Grant Fund shall be increased in the amount of \$88.14;

Fund No. 2880.044.460100.382 of the Library Grant Fund shall be increased in the amount of \$153.00;

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendments to the Final Budget for Fiscal Year 2012-2013 on the 25th day of September, 2012 at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 11TH DAY OF SEPTEMBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, 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 25TH DAY OF SEPTEMBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

MEMO


Breky

DATE: August 28, 2012
TO: City Council
FROM: Sonja Woods, Director
Miles City Public Library

Thanks!

Dear Council Members—

Attached please find a budget amendment for the Humanities MT grant (revenue accepted in FY2012). This is how the library will be expending those remaining funds in FY2013.


Sonja Woods, Director
Miles City Public Library

RESOLUTION NO. 3548

A RESOLUTION AUTHORIZING A GRANT AGREEMENT AMENDMENT WITH THE MONTANA DEPARTMENT OF FISH, WILDLIFE AND PARKS UNDER THE RECREATIONAL TRAILS PROGRAM FOR IMPROVEMENTS AT SPOTTED EAGLE RECREATION AREA AND AUTHORIZING THE MAYOR TO EXECUTE SUCH AGREEMENT AMENDMENT

WHEREAS, the City of Miles City applied to the Montana Department of Fish, Wildlife and Parks for grant funds under the Recreational Trails Program for the construction of certain trail improvements (Phase 3) at Spotted Eagle Recreation Area, designated Project No. RTP 2012-24; and additional allocations based on additional funding becoming available under the Surface Transportation Extension Act of 2011, Part II, granting additional funding to the original Project No. RTP 2012-24.

AND WHEREAS, the Montana Department of Fish, Wildlife and Parks has offered to provide additional grant funds for such project to the City of Miles City in the sum of \$16,593.00, subject to those terms and conditions set forth in the Recreational Trails Project Agreement Amendment attached hereto as Exhibit "A";

AND WHEREAS upon review of such project agreement the City Council finds that the terms and conditions of the agreement are acceptable to the City of Miles City;

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

It does hereby authorize and approve the terms and conditions of the Recreational Trails Project Agreement Amendment No. RTP 2012-24, attached hereto as Exhibit "A", and hereby authorizes the Mayor of the City of Miles City to execute and bind the City of Miles City to the terms and conditions of such project agreement amendment and to carry out its terms.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 11TH DAY OF SEPTEMBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk



MONTANA STATE PARKS, A DIVISION OF MONTANA FISH, WILDLIFE & PARKS
RECREATIONAL TRAILS PROGRAM (RTP) PROJECT AGREEMENT AMENDMENT
City of Miles City – RTP Project # 2012-24

THIS AGREEMENT, entered into this 9th day of August, 2012, by and between Montana State Parks, a division of Montana Fish, Wildlife & Parks, the governmental agency of the State of Montana designated to act for the State of Montana, for the purpose of implementing the Recreational Trails Program, with its principal place of business at Helena, Montana, hereafter called the "Department," and City of Miles City, hereinafter referred to as the "Sponsor".

WITNESSETH:

WHEREAS, the Sponsor has received additional allocations based on additional funding becoming available under the Surface Transportation Extension Act of 2011, Part II (Extension of SAFETEA-LU) passed by Congress to proceed with said project specified in the original grant application and RTP agreement. BRTA will fulfill its obligations under the original Recreational Trails Program Agreement identified as number 2012-24; and,

WHEREAS, the Department desires to allow the Sponsor sufficient time to complete its requirements of the Recreational Trails Program Agreement;

NOW THEREFORE, in consideration of the covenants to be performed by each party on behalf of the other, as herein set forth, it is hereby understood and agreed by and between the parties hereto as follows:

- 47. The Sponsor's project has been amended to release the additional allocation recently received from Federal Highways Administration (and Montana Department of Transportation) and the Sponsor will submit all required documentation to Montana State Parks, a Division of Fish, Wildlife & Parks by the completion date of December 31, 2014.

First Allocation Amount: \$14,705
Second Allocation Amount: \$16,593
Final Allocation Total: \$31,298

Date of Eligible Expenditures: 11-28-2011
Date of Eligible Expenditures: 8-9-2012

- 48. This Amendment makes no other changes; all other terms and conditions of this Agreement Amendment and the original RTP Agreement will stay in full force and effect.

IN WITNESS WHEREOF, the Department has caused its name to be subscribed thereunto duly authorized and the Sponsor has caused its name to be subscribed by its proper officers, thereunto duly authorized, on this day and year.

BY: Beth R. Elvate
MONTANA STATE PARKS, a Division of FISH, WILDLIFE & PARKS

DATE: 8-9-12

BY: _____
PROJECT SPONSOR

DATE: _____

(Federal I.D. # of sponsor _____)

REQUEST FOR QUALIFICTIONS

The City of Miles City is requesting Statements of Qualifications for engineering services to assist the City in a feasibility study using United States Army Corps of Engineers Best Practices to analyze the FEMA floodplain map definition, in order to revise the current Digital Flood Insurance Rate Map (DFIRM). Evaluate alternative flood control methods.

Copies of the detailed Request for Qualifications (RFQ), including a description of the services to be provided by the respondents, the minimum content of the statements, and the factors to be used to evaluate the statements, can be obtained by contacting Samantha Malenovsky, Certified Floodplain Manager, PO Box 910, Miles City, MT 59301, (406-234-3493. All responses to the RFQ must be submitted by 5:00 pm DATE to the City of Miles City, attention Samantha Malenovsky, at PO Box 910, Miles City, MT 59301.

ORDINANCE NO. 1247

AN ORDINANCE REVISING SECTION 22-183 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY REGARDING THE PARKING OF LARGE VEHICLES, PERMITTING PARKING OF LARGE VEHICLES ON THE FIRST HALF-BLOCK OF SUDLOW STREET AND TOMPY STREET IMMEDIATELY WEST OF SOUTH HAYNES AVENUE, AND PROVIDING AN EFFECTIVE DATE THEREOF.

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

Section 1. Section 22-183 of the Code of Ordinances of the City of Miles City, Montana is amended to read as follows:

“Sec. 22-183. - Parking of large vehicles, i.e., semi-tractors and trailers, recreational vehicles or any other large vehicle.

(a) *Prohibited.* It shall be unlawful for any person to park on any street, alley or boulevard, a vehicle that has a width greater than 84 inches or a total length exceeding 30 feet including load.

(b) *Exceptions.*

(1) Disabled vehicles and trailers may temporarily park on a city street when emergency repairs are needed.

(2) *The above prohibition does not apply to vehicles parked on the first half-blocks of Sudlow Street and Tompy Street immediately west of South Haynes Avenue so long as such vehicles are in compliance with all other parking requirements under State law and City ordinance.”*

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

Said ordinance read and put on its passage this 11th day of September, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

FINALLY PASSED AND ADOPTED BY THE AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF MILES CITY THIS 25TH DAY OF SEPTEMBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

ORDINANCE NO. 1247

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(1) Disabled vehicles and trailers may temporarily park on a city street when emergency repairs are needed.

(2) The above prohibition does not apply to vehicles parked on the first half-blocks of Sudlow Street and Tompy Street immediately west of South Haynes Avenue so long as such vehicles are in compliance with all other parking requirements under State law and City ordinance.”

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

Said ordinance read and put on its passage this 11th day of September, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

FINALLY PASSED AND ADOPTED BY THE AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF MILES CITY THIS 25TH DAY OF SEPTEMBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

M&L Enterprises
414 Missouri Ave.
Miles City, MT 59301
Ph: 853-9871 or 951-4888

August 17, 2012

Re: South Gate Subdivision

To City Council Members,

This is a proposal to allow the phasing in of approved 7 lots along Arrowhead Lane. Due to the delay and high costs involved in getting the majority of the property ready to build on, the owners would like to propose the surveying and recording of the seven lots along the east side of Arrowhead Lane. These lots were previously recorded, have utilities to lots, and have water and sewer available. The city sanitarian has given his approval to proceed on these lots as well. The owners will stub in the water and sewer to each lot as they sell, until at least 4 lots have sold, then they will finish the remaining lots. There is a dirt high wall along 3-4 of the southern lots that the owners will remove and slope accordingly. The city road is currently graveled and has no issues with drainage or mud, nor any complaints about not being paved. This is already a dedicated city street and should have been paved with curb & gutter long ago. Instead of trying to get the new lot owners to pay for all the upgrades, they propose that after all the lots have water and sewer installed, the owners would do the finish gravel, prep it for curb & gutter and pavement, and put in the curb & gutter. They would also pay for the engineering. The City would then be in charge of paying for the paving, whether through SID's or some other way. To finish Arrowhead Lane to Ponderosa is approx. 710'. For 710'x36' pavement 4" thick at \$2.50/sf would be \$63,900.00. This is an average price and bids could range higher or lower.

This would set back the previous proposal on the rest of development until further notice and would speed up construction for interested home owners looking to build this fall. Thank you.

RESOLUTION NO. 3518

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO CONTRACT WITH DENNIS HIRSCH FOR BUILDING INSPECTION SERVICES FOR FISCAL YEAR 2012-2013.

WHEREAS, the City of Miles City desires to contract with Dennis Hirsch for building inspection services as permitted by §50-60-304(3) MCA;

AND WHEREAS the terms of the contract attached hereto as Exhibit "A" and made a part hereof are acceptable to the City of Miles City;

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

1. The Building Inspection/Code Services Contract between the City of Miles City, Montana and Dennis Hirsch, attached hereto as Exhibit "A", and made a part hereof, is hereby renewed, approved and adopted by this Council for a period from July 1, 2012 through June 30, 2013.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Building Inspection/Code Services Contract on behalf of the City of Miles City and 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 Building Inspection/Code Services Contract and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 11TH DAY OF SEPTEMBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

CITY OF MILES CITY

BUILDING INSPECTION/CODE ENFORCEMENT SERVICES CONTRACT

This agreement entered into on this _____ day of _____, 2012, and effective as of July 1, 2012, between the **CITY OF MILES CITY**, a municipal corporation of the State of Montana, hereby called the City, and **DENNIS HIRSCH** of Route 2, Box 3135, City of Miles City, County of Custer, State of Montana, herein called Inspector.

SECTION ONE

Contract for Inspection Services

Pursuant to §50-60-304(3) MCA, City hereby contracts with Inspector for the performance of enforcement of its building codes, including the review and granting of building permits, building permit inspections, and enforcement of all rules and regulations for the construction, alteration, removal, demolition, and equipment used in the construction, location, and maintenance of buildings within the City of Miles City as prescribed by the Uniform Building Code, and other similar codes, including zoning ordinances, adopted by reference in Sections 5, 15, 20 and 24 of the Miles City Code of Ordinances.

SECTION TWO

Compensation

City shall pay Inspector for services rendered hereunder according to the following schedule:

- a. For all projects, in which a fee is collected, the Inspector shall receive sixty percent (60%) of the gross amount of the fee. For purposes of this subsection, "projects, in which a fee is collected" includes all activities incidental to applying for, determining, receiving, and securing a building permit. and specifically includes inspections, attendance at all board of appeals hearings, court proceedings, or any other meetings, pertaining to the ultimate issuance of a building permit. If a building permit is not ultimately issued, then such time is compensated under subsection (b) below.
- b. For all other projects the sum of \$18.00 per hour for work outside the scope of building permit issuance and inspections. Other projects include services required for acting as the code enforcement officer for the City of Miles City. In addition, when the Inspector is requested to act as code enforcement officer, he shall be reimbursed mileage at the rate provided for under §2-18-503 and 504 MCA. Inspector shall provide his own vehicle for travel and performance of his services hereunder.
- c. Inspector will make arrangements with the City to review all projects by no later than Wednesday of each week and agrees to accomplish the undertaking

and completion of those projects within a reasonable time frame after receipt. In the event the Inspector is not available by Wednesday of each week, alternative arrangements for review of projects may be made through mutual agreement of the parties.

SECTION THREE
Non-Assignability; Personal Performance

Both parties recognize that this contract is one for personal services and neither it, nor the duties of Inspector hereunder, may be transferred, assigned, delegated or subcontracted by Inspector without the prior written consent of the City. All services hereunder shall be personally performed by Inspector and not be any employee or agent of inspector.

SECTION FOUR
Monthly Reports and Claims

Inspector will submit a written report concerning the status of building permits and other work projects, together with his monthly claim for services, prior to the first regular meeting of the City Council in each month.

For each construction of a new residential property, Inspector will fully complete and sign the Residential Construction Inspection check list, attached hereto as Exhibit "A" and made a part hereof. For each residential property remodel project, Inspector will complete and sign the Residential Construction Inspection check list (Exhibit "A") for all applicable components of the remodel. For each construction of a new commercial property, Inspector will fully complete and sign the Commercial Construction Field Inspection check list, attached hereto as Exhibit "B" and made a part hereof. For each commercial property remodel project, Inspector will complete and sign the Commercial Construction Field Inspection check list (Exhibit "B") for all applicable components of the remodel. A copy of each signed Residential Construction Inspection check list or Commercial Construction Field Inspection check list completed by the Inspector shall be delivered by the Inspector to the City's Director of Public Works, its Mayor, and to the owner of the project inspected.

SECTION FIVE
Independent Contractor

For purpose of Montana Worker's Compensation Law, and all other purposes, it is understood that the Inspector is an independent contractor and is not the employee or agent of the City. Inspector shall not hold himself out as, nor represent himself to be, an employee or agent of the City.

As a condition precedent to any obligations of City under this Contract, Inspector shall obtain and file with the City an independent contractor certification from the Montana Department of Labor and Industry, in compliance with §39-71-417.

Inspector will perform services hereunder in compliance with all applicable Montana laws and regulations, but Inspector will determine when and where to perform the work, the methods for performance of the work, the tools and equipment to use, and the order and sequence of work.

Inspector will provide his own tools, equipment, facilities and materials, and other costs of doing business for the performance of the work. City, at City's expense, will provide Inspector with building permit forms satisfactory to the City.

Inspector will pay his own Social Security and Medicare Taxes and all other necessary and reasonable expenses involved with the operation of his business. In the event the amount earned in a calendar year exceeds Six Hundred Dollars (\$600), the City will issue an IRS Form 1099. Inspector will provide the City Clerk with a completed and signed Form W-9 at the inception of this Contract.

SECTION SIX Qualifications

Inspector represents and warrants that he has sufficient qualifications and all required licenses and certifications, if any, to legally serve in the capacity as a building inspector for the City under Title 50, Chapter 60, Part 3, MCA. The City will purchase and make available to inspector all code books and instructional materials required to perform the services hereunder. Inspector shall pay all membership dues needed to maintain his certification by the International Conference of Building Officials.

SECTION SEVEN Duties

In addition to services as Building Inspector, the Inspector will provide additional services as a code enforcement officer as set forth under the Miles City Code of Ordinances, other than under Chapter 15, Nuisances. The Contractor represents and warrants that he has reviewed Chapters 5, 20 and 24 of the Code of Ordinances of the City of Miles City and he is able and qualified to serve in that capacity. Compensation for the position as code enforcement officer is set forth in Section Two, subsection "b" of this agreement.

SECTION EIGHT Termination and Renewal

This agreement shall remain in effect from its effective date until June 30, 2013 and may be renewed under the same terms and conditions for additional consecutive one-year terms through June 30th of succeeding years upon mutual agreement of the parties. Provided, however, the Mayor of the City may terminate this contract, with advice and consent of the City Council upon thirty (30) days advance written notice to Inspector. In the cases of misconduct, malfeasance, or non-performance by the Inspector, this contract may be terminated by City, immediately, without prior notice.

SECTION NINE

Nondiscrimination; Compliance with Governmental Code of Fair Practices.

Inspector shall comply fully with the Montana Governmental Code of Fair Practices (Title 49, Chapter 3 MCA) and, in the performance of this contract, all hirings by Inspector shall be on the basis of merit and qualifications and there may not be discrimination on the basis of race, color,, religion, creed, political ideas, sex, age, martial status, physical or mental disability, or national origin by the persons performing this contract.

SECTION TEN

Insurance and Indemnity

At all times during the terms of this Contract, Inspector shall maintain a policy or policies of insurance, insuring Inspector against general liability and errors or omissions, on an occurrence basis, in a sum of not less than Seven Hundred Fifty Thousand Dollars \$750,000.00 per claim and in aggregate, with the City of Miles City named in each policy of insurance as an additional insured. Each policy of insurance shall provide that it is primary coverage over any insurance coverage maintained by the City of Miles City. At the commencement of this contract, and upon reasonable request of the City thereafter, Inspector shall provide to the City Clerk conforming certificates of insurance, including any endorsements necessary to include the City as a named insured under such policy of insurance. Each such certificate shall provide that the insurer will provide to the City at least ten (10) days prior notice before terminating, non-renewing, or materially altering the provisions, coverage or limits of liability of such policy of insurance.

Inspector shall assume, indemnify, defend and hold the City harmless from any and all claims and damages arising out of Inspector's performance of services hereunder.

SECTION ELEVEN

Completeness of Agreement

This document contains all the terms and conditions of this agreement and any alteration or variations of the terms of this agreement shall be Void unless made in writing and signed by all the parties. There are no other understandings, representations or agreements, written or verbal, not incorporated herein.

SECTION TWELVE

Effective Date; Ratification by City Council

This agreement shall become effective upon its signature by Inspector, Inspector's compliance with all conditions precedent hereunder, and ratification of this agreement by the City Council of the City of Miles City.

C.A. Grenz
Mayor of Miles City
Date: _____

Dennis Hirsch
Inspector
Date: _____

ATTEST:

Rebecca Stanton
City Clerk