

AGENDA

*Regular Council Meeting
City Council Chambers*

*October 9, 2012
7:00 p.m.*

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

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- a. City Council Meeting 09/25/2012
- b. Flood Control Meeting 09/27/2012

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 Strevell Street Project

6. CITY COUNCIL COMMENTS

7. MAYOR COMMENTS

8. PUBLIC HEARINGS

- a. **RESOLUTION NO. 3551:** A Resolution Approving the Work Plan and Budget for FY 2012-2013 for Tourism Business Improvement District No.101
- b. **RESOLUTION NO. 3553:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 To Appropriate Unappropriated Cash Balances From The Capital Improvement Fund No. 4000 For The Purchase Of A Prisoner Transport Van

9. OLD BUSINESS

- a. **RESOLUTION NO. 3553:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 To Appropriate Unappropriated Cash Balances From The Capital Improvement Fund No. 4000 For The Purchase Of A Prisoner Transport Van

10. **BID AWARD**
Riverside Park Restroom Project

BID OPENING

1983 Chevrolet S-10 pickup (67,724 miles)

1983 GMC S-15 pickup (104,131 miles)

Approx 380' of redwood from swimming pool docks: various sizes 2x6 to 2x12

11. **NEW BUSINESS**

- a. **DECISION on water rate increase**
- b. **Recommendation for Approval** of Adrian Minor Subdivision at the corner of Lincoln Street and Center Ave
- c. **RESOLUTION NO. 3551:** A Resolution Approving The Work Plan And Budget For Fiscal Year 2012-2013 For Business Improvement District No. 101.
- d. **RESOLUTION NO. 3552:** A Resolution Levying An Assessment For Fiscal Year 2012-2013 Upon All Property In Business Improvement District No. 101 And Determining The Method Of Such Assessment.
- e. **RESOLUTION NO. 3555:** A Resolution Authorizing The City Of Miles City To Enter Into A Construction Agreement With The Jackson Contractor Group, Inc., For Construction Of Pathway And Restroom Improvements In Riverside Park.
- f. **RESOLUTION NO. 3556:** A Resolution Authorizing The Assignment From Bullis-Graves Memorial Chapel/Eastern Montana Cremation Service To Big Sky Cremation Services, L.L.C. Upon Lots 4 And 5 Of Tract E Of The Industrial Site Owned By The City Of Miles City, Montana;
- g. **RESOLUTION NO. 3557:** A Resolution Authorizing The City Of Miles City To Enter Into A Construction Agreement With Jarrett Construction, Inc., For Repairs To The Flood Levee.
- h. **Recommendation for Approval:** Bobcat Building Site Plan
- i. **Approval of September Claims**

12. **APPOINTMENTS**

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.

REGULAR COUNCIL MEETING

**September 25, 2012
7:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, September 25, 2012, in the City Hall Conference Room 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, Jerry Partridge, John Uden, Bill Melnik and Sue Galbraith. Councilperson Mark Ahner was excused.

Also present were City Attorney Jerry Huss, Police Chief Doug Colombik, Fire Chief Dale Berg, Legal Assistant Erica Griffith, City Planner Dianna Broadie, Grant Administrator Dawn Colton, Human Resource/Payroll Officer Billie Burkhalter, Floodplain Administrator Sam Malenovsky and Council Recorder City Clerk Becky Stanton. Public Utilities Director Al Kelm arrived later in the meeting.

PLEDGE OF ALLEGIANCE

Mayor Grenz led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

Regular Council Minutes – 9/11/2012

- ** *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of September 11, 2012, seconded by Councilperson Brush. The motion then passed unanimously, 7-0.*

Human Resources Committee Meeting – 9/7/12

- ** *Councilperson Melnik moved to approve the minutes of the Human Resources Committee Meeting of September 7, 2012, seconded by Councilperson Uden. The motion then passed unanimously, 7-0.*

Public Safety Committee Meeting – 9/12/12

- ** *Councilperson Uden moved to approve the minutes of the Public Safety Committee Meeting of September 12, 2012, seconded by Councilperson Galbraith. The motion then passed unanimously, 7-0.*

Finance Committee Meeting – 9/19/2012

- ** *Councilperson Melnik moved to approve the minutes of the Finance Committee Meeting of September 19, 2012, seconded by Councilperson Brush. The motion then passed unanimously, 7-0.*

SCHEDULE MEETINGS

Human Resource Meeting: Thursday, October 25, at 6:00p.m. and Friday, October 26, at 6:00p.m.

Planning Meeting: Wednesday, September 26, at 6:00p.m.

Flood Control Meeting: Thursday, September 27, at 6:00p.m

REQUEST OF CITIZENS & PUBLIC COMMENT

Blondie Kaminsky, 800 Silversage, said that she has had sand and gravel in her water line. She has unplugged her filters on her washing machine and faucets every two days.

PROCLAMATIONS

-None

STAFF REPORTS

DAWN COLTON, Grant Administrator – Update on Riverside Restroom Project: Administrator Colton explained the bids would be opened at this meeting.

AL KELM, Public Utilities Director
Update on Fire Door – Director Kelm was absent, so Mayor Grenz explained that Director Kelm is working with Jerry Smith on the fire door for upstairs. He is getting bids on fire alarms and smoke detectors for City Hall.
Strevell Street Project – Director Kelm was absent, so nothing was reported.

CITY COUNCIL COMMENTS

Councilperson Andrews – After the last Finance Meeting, the auditors reviewed their audit of the City with the Council members and Mayor Grenz. He would like to thank Human Resource/Payroll Officer Billie Burkhalter and City Clerk Becky Stanton for the good job they did. The auditor made it perfectly clear that they had done an excellent job and he thought it was important to recognize that.

Councilperson Uden – He has received several calls about the corner curbs on the north side of town that have been unfinished for a long time. He is concerned that they may not be completed before winter.

Councilperson Hollowell – He stated that a contractor has been hired to complete them and they should be finished before winter.

MAYOR COMMENTS

-None

APPOINTMENTS

-None

PUBLIC HEARINGS

Intent to Decrease for Two Years, Then Incrementally Increase for 13 Years, Monthly Minimum Water Rates and Monthly Overage Water Rates

Mayor Grenz then called for comments from proponents three times, and there were none. Then he asked for comments from opponents.

Mervin Meidinger, 1210 N. Prairie, said his math did not match the Mayor's math. The citizens end up with a 26% increase in water rates. He does not think that it is right.

Mayor Grenz said that his thinking is to lower the rates two years and then raise the rates over several years in smaller increments. This is easier than having large increases of 40%, 60% or 70% as was done in the past.

Scott Elder, 9 Goddess Drive, said that it does not make sense to him to lower the rates for two years and then increase them for 13 years. He asked why not just increase the rate 1% per year and get the same effect. He feels that it gives the public the perception that the City is hiding something.

Merlie Hill, 1202 Garland, said her water bill last month was \$167 and at the end of the 13 years, she will be paying \$137 in addition to the \$167.

Hearing no more comments, the hearing was closed.

Intent to Annex Certain Contiguous Government Lands to the City of Miles City, Montana to Wit: That Portion of the Right of Way of Montana State Highway 59 South Commencing at the Intersection of Such Highway with the Southerly City Limit Line of the City of Miles City On Highway 59 South, Thence Southerly, the Full Width of Such Right of Way, to that Point at which the Southerly Boundary Line of Tract 1 of Certificate of Survey 49207 in Section 2, Township 7 North, Range 47 East, Custer County, Montana (Commonly known as the Super 8 Motel property) Intersects the Easterly Boundary of Such Right of Way

City Planner Broadie explained that this land will make a contiguous boundary with the Super 8 property (which is being annexed voluntarily) when annexed into the City.

Mayor Grenz then called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

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

Mayor Grenz then called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

OLD BUSINESS

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

****** *Councilperson Brush moved to approve the Resolution, read by title only, seconded by Councilperson Galbraith. On roll call vote, the motion passed unanimously, 7-0.*

RESOLUTION NO. 3549: A Resolution, Pursuant To Title 7, Chapter 2, Part 44 MCA, Annexing certain Contiguous Government Lands To The City Of Miles City, Montana, That Portion Of The Right Of Way Of Montana State Highway 59 South Commencing At The Intersection Of Such Highway With The Southerly City Limit Line Of The City Of Miles City On Highway 59 South, Thence Southerly, The Full Width Of Such Right Of Way, To That Point At Which The Southerly Boundary Line Of Tract 1 Of Certificate Of Survey 49207 In Section 2, Township 7 North, Range 47 East, Custer County, Montana (Commonly Known As The Super 8 Motel Property) Intersects The Easterly Boundary Of Such Right Of Way

*** Councilperson Uden moved to approve the Resolution, read by title only, seconded by Councilperson Hollowell. On roll call vote, the motion passed unanimously, 7-0.*

BID OPENING

Riverside Park Restroom Project – There were two bids received for this project. The first bid opened was from Jackson Contractor Group for \$394,066.80 with a 10% bid bond. The second bid opened was from Magic Construction for \$472,353.00 with a 10% bid bond.

*** Councilperson Uden moved to refer the above bid to the Finance Committee, seconded by Councilperson Brush, and the motion passed unanimously, 7-0.*

BID AWARDS

Levee Repair – Jarrett Construction Public Utilities Director Kelm stated that it came from the Finance Committee with a recommendation to award the bid to Jarrett Construction. The bid was for the levee repair west of the Tongue River and Yellowstone River confluence. Jarrett Construction bid \$44,640 with a bid bond of 10%. There were no other bids.

*** Councilperson Galbraith moved to accept the above bid, seconded by Councilperson Hollowell. On roll call vote, the motion passed unanimously, 7-0.*

NEW BUSINESS

RESOLUTION NO. 3550: A Resolution Establishing Wages and Salaries for City Employees for Fiscal Year 2012-2013

****** *Councilperson Brush moved to approve the Resolution, read by title only. Then, after discussion about which Committee it had been through, Councilperson Brush withdrew her motion.*

****** *Councilperson Andrews moved to send the Resolution, read by title only, to the Finance Committee, seconded by Councilperson Melnik. On roll call vote, the motion passed unanimously, 6-1, with Councilperson Partridge voting nay.*

RESOLUTION NO. 3553: A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 To Appropriate Unappropriated Cash Balances From The Capital Improvement Fund No. 4000 For The Purchase Of A Prisoner Transport Van

****** *Councilperson Uden moved to send the Resolution, read by title only, to the Finance Committee, seconded by Councilperson Andrews. On roll call vote, the motion passed unanimously, 5-2, with Councilpersons Partridge and Hollowell voting nay.*

RESOLUTION NO. 3554: A Resolution Authorizing an Amendment to the Construction Agreement with Dick Anderson Construction, Inc., A Montana Corporation, for Construction of the Schedule I Wastewater Improvements (Haynes Avenue Lift Station)

Director Kelm asked if the Council would suspend the rules to send this Resolution to the Finance Committee. He asked if the Council would vote on this Resolution tonight so the contractor can get started on this project right away.

****** *Councilperson Brush moved to suspend the rules for the above Resolution, seconded by Councilperson Partridge.*

Councilperson Hollowell said he really does not like to approve change orders before the work has begun. It is like changing your bid after seeing everyone else's bid. After visiting with Director Kelm, who said it saves the City money by having them start right away and preventing them from going into the winter season, he said he will vote for the Resolution.

Councilperson Uden said that Director Kelm explained that \$75,000 is added to the cost. According to Director Kelm, the money is in the budget for this cost, and is available in the Sewer Reserves.

Councilperson Galbraith pointed out that even with the \$75,000 added to the bid; it is still below the next highest bid.

On roll call vote, the above motion passed unanimously, 7-0.

*** Councilperson Hollowell moved to approve the Resolution, read by title only, seconded by Councilperson Uden. On roll call vote, the motion passed unanimously, 7-0.*

Consideration of Waiver of Site Plan Fee for Grutkowski Animal Rescue Shelter at 818 N. Lake

Diane Grutkowski, 818 N Lake, asked that the Council waive the \$110 Site Plan Fee. Normally a Site Plan Fee involves more work than was done at her home. It usually deals with construction and there was not any construction done for this item. City Planner Broadie just took some pictures. The money could be put towards items that could benefit the shelter.

Councilperson Uden is concerned about setting precedence for future shelters by waiving the fees for her.

City Planner said that most site plans require dealing with setbacks, fire codes and planning, so more work is usually required for them.

*** Councilperson Brush moved to move this item to the Finance Committee to possibly determine a reduced rate for the site plan review, seconded by Councilperson Melnik.*

Councilperson Partridge said he would vote no on this item because more time is wasted sending business to the Finance Committee. Councilperson Hollowell said he would vote no for the same reason. He also said that the fee should be lowered but not waived because City personnel have spent time processing the site plan review.

*** The motion was withdrawn by Councilperson Brush.*

****** *Councilperson Partridge moved to approve waiver of the site plan review, seconded by Councilperson Hollowell.*

Councilperson Galbraith said when the Ordinance was passed; the fee was part of the Ordinance. The City personnel are utilized, so there is expense involved with the process.

After discussion and on roll call vote, the above motion passed, 5-2, with Councilpersons Galbraith and Andrews voting nay.

Consider Granting Permission to use “Old Cross County” Dike Route: Mike Ryan, Custer County District High School Activities Director

****** *Councilperson Hollowell moved to approve the Resolution, read by title only, seconded by Councilperson Galbraith.*

Councilperson Uden stated he was concerned about liability insurance. City Attorney Huss said the City could request a certificate of insurance from the High School and the City could also request an indemnity agreement from the High School.

****** *Councilperson Uden moved to amend the original motion to require that the Custer County District High School provide a certificate of insurance and an indemnity agreement, seconded by Councilperson Partridge. On roll call vote, the motion passed unanimously, 7-0.*

****** *On roll call vote, the original motion passed unanimously, 7-0.*

Consider a Counter-proposal for BNSF depôt lease

Connie Muggli of the Custer County Historical Society explained that Bryant Martin of the Lucas Law Firm has drafted a counter-proposal to Burlington Northern Santa Fe (BNSF) for a ground lease under the depot building. City Attorney Huss has reviewed it and made changes to it to protect the City. The Society is requesting permission to move forward in lease negotiations with this draft counter-proposal.

City Attorney Huss explained that the attorneys worked to develop a Commercial lease to present to BNSF. City Attorney Huss has structured the lease in such a way as to enable the City to assign the lease immediately.

Ms. Muggli stated that the Custer County Historical Society is in a position to accept the donation of the building from the City and accept the assignment of the lease and pay for the first year lease expense.

** *Councilperson Brush moved to grant permission to move forward with lease negotiations in good faith, along with City Attorney Huss' supervision, by approving the counter-proposal for the BNSF depot lease. The motion was seconded by Councilperson Partridge. After discussion, and on roll call vote, the motion passed unanimously, 7-0.*

Appointment of Janette Jones as Special Counsel to the Human Resources Committee

** *Councilperson Uden moved to approve the appointment of Janette Jones as Special Counsel to the Human Resources Committee, seconded by Councilperson Melnik.*

Councilperson Andrews asked why the City was hiring her and Mayor Grenz explained that she would be a Hearing Officer during the hearings for the grievances to help the City run the meeting.

Councilperson Partridge asked if she represented the City. Mayor Grenz stated that she would be a neutral judge and would advise the City on proper procedure. City Attorney Huss explained that she will give advice to the Committee.

Human Resource/Payroll Officer Burkhalter started to speak and Mayor Grenz asked her for her address, which she gave. She asked for clarification that Attorney Jones is not representing the City or the grievants but that she would be advising the Human Resource Committee. City Attorney Huss stated that Ms. Jones would be advising the Committee on procedure only and not on the merit. Once the merit is decided, she would probably write their decision for them. She asked who would be present at the hearings. Would it be Attorney Jones, the Committee, the grievant and, if they choose, their attorney? City Attorney Huss said the City's Labor Attorney would be there also to represent the City.

Councilperson Hollowell believes this is overkill. All the grievants requested was for the positions to be researched. Councilperson Andrews agreed. Mayor Grenz stated they were following the procedure. The grievants have moved this to Step III. Councilperson Partridge asked if Step III required the City to have attorneys present. City Attorney Huss stated no and said Step

III does not even require the Committee, and that the Chairperson of the Human Resource Committee can make the determination. He can ask for additional information or he can request that there is a hearing. It is City Attorney Huss' understanding that Committee Chairperson Uden has requested that there be a hearing so that the entire Committee is involved.

City Clerk Stanton started to speak and Mayor Grenz asked for her address, which she gave. Then she stated to Mayor Grenz that he had not asked City employees Kelm, Colton or Broadie their addresses. She then asked if the City had ever had representation present on a non-union grievance. City Attorney said yes with Fire Chief Christopherson. She said she was rather surprised that there is a process for non-union individuals to file a grievance. She followed that process to have her position reviewed and now she has to hire an attorney. City Attorney Huss said she did not have to hire an attorney but his advice to her was to have representation. She said she would probably have one hired but she is alarmed and surprised about the process.

Human Resource/Payroll Officer Burkhalter asked for clarification if Fire Chief Christopherson's situation dealt with a grievance on wages? City Attorney Huss said no. She stated that the grievants have to hire an attorney for a study that everyone else in the City was represented in. City Attorney said that the City has a position and the grievants have an opposite position and the City's grievance policy allows for this process.

Human Resource Committee Chairman Uden's decision to have a non-interested person to sit as a hearing judge was to protect everyone involved. Councilperson Partridge said the Hearing Judge is interested because she is being paid by the City. He said he would vote to allow Attorney Jones to represent the City and he hoped the grievants hire an attorney because, if they don't, it is not going to work out well for them.

Councilperson Andrews will not be in town during the scheduled Human Resources Committee meetings. Rescheduling them was discussed but not decided upon.

*** On roll call vote, the motion passed unanimously, 6-1, with Councilperson Hollowell voting nay.*

City Attorney Huss suggested mediation with a neutral party to try to arrive at a resolution. Mediation is not binding. Councilperson Partridge thought it was an excellent idea and the City should move away from the knives and guns. Mayor Grenz said it was not our move to move away. It is the grievants' move

to move away. Councilperson Partridge said he was agreeing with the City's lawyer to move away from this.

** *Councilperson Brush moved to adjourn the meeting, seconded by Councilperson Partridge. After discussion, Councilperson Brush withdrew her motion.*

Wages & Adjustments regarding four non-union grievances

** *Councilperson Uden moved to withdraw this matter until the City settles the grievances, seconded by Councilperson Hollowell. After discussion, and on roll call vote, the motion passed unanimously, 7-0.*

ADJOURNMENT

** *Councilperson Brush moved to adjourn the meeting, seconded by Councilperson Andrews and passed unanimously, 7-0. The meeting was adjourned at 8:35 p.m.*

C.A. GRENZ, Mayor

Becky Stanton, City Clerk

Flood Control Committee September 27, 2012

The **Flood Control Committee** met Thursday, September 27, 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 and Recorder Billie Burkhalter.

1. Review of Request for Proposals for Flood Assessment

Administrator Malenovsky presented the Committee with a Request for Statements of Qualifications for Engineering Services (RFQ) to assist with evaluating the recently revised Digital Flood Insurance Rate Map and completing engineering services related to the City's flood control system(s). She requests the Committee review the RFQ for questions and recommendations.

Administrator Malenovsky recommended the number of pages for qualifications, which is currently 20, be increased. She also questioned if anyone on the Committee would want to participate in the scoring of the engineering firms that submit an RFQ.

Committee Member Andrews requested that "set-back dike options" be added to the introduction paragraph, first sentence after control system(s). He also suggested that under the section, "Respondents will be evaluated according to the following criteria"; that #6: "Firm's recent and current work for the City of Miles City" be eliminated. He stated the ten points from that question could be split between #2: "The Consultant's capability to meet time and project budget requirements" and #8 "Familiarity with the project".

It was agreed Chairperson Hollowell, Committee Members Galbraith and Andrews would participate with Administrator Malenovsky and Director Kelm in scoring the RFQ's.

Committee Member Andrews suggested the number of pages for qualifications be expanded to a maximum of 30 pages, and the Committee was in agreement.

Committee Member Andrews suggested that in the RFQ under section, "Respondents will be evaluated according to the following criteria"; #3: "Location", it be worded to state "Location of Engineering Firm".

Administrator Malenovsky will check with the Montana Code Annotated to make sure the changes in criteria are allowed by law.

Administrator Malenovsky stated she would put the RFQ in the Miles City Star with a deadline of 30 days for submission.

2. Requests of Citizens

No request of Citizens.

3. Adjournment

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

There being no further business, the Committee adjourned at 6:30 p.m.

Respectfully Submitted,

Flood Control Committee Chairperson

Billie D. Burkhalter, Recorder

John Hollowell, Chairperson

Request for Statements of Qualifications for Engineering Services

The City of Miles City (City) is requesting Statements of Qualifications for professional engineering services to assist with evaluating the recently revised Digital Flood Insurance Rate Map (DFRIM) and completing engineering services related to the City's flood control system(s) and set-back dike options by using United States Army Corps of Engineers (USACE) Best Practices. The selected firm may, as deemed appropriate by the City, provide services pertaining to some or all of the following phases: study and report, permitting, alternative flood control methods, preliminary design, final design, bidding and construction. Payment terms will be negotiated with the selected respondent.

Engineering services must, at a minimum, include:

- Conduct a preliminary flood mitigation analysis by evaluating the current Digital Flood Insurance Rate Map (DFIRM) and alternative flood control methods.
- Complete a feasibility study that includes a benefit-cost assessment of alternatives considered.

The City will determine the final scope and extent of the firm's services for each subsequent phase that are in the best interests of the City. More specifically, the services to be provided as a result of this request for qualifications may include:

- Additional preliminary engineering phase tasks
- Preparing drawings and specifications
- Performing bidding, construction and post-construction phase duties

Responses to the RFQ must include:

1. The firm's legal name, mailing address, telephone number, name of primary contact person and email address.
2. The experience and qualifications of key staff to be assigned to the project including their experience with floodplain related projects planning, design and installation, construction supervision and inspection and project administration experience.
3. A description of the project team's prior experience, including any similar projects, project size, location, total project costs, and the name of the local official knowledgeable of the firm's performance. Include at least three references.
4. A description of the firm's current work activities and how these will be coordinated with the Miles City project. Address the team's anticipated availability during the term of the project.
5. A proposed work plan and schedule of activities to be performed.

Respondents will be evaluated according to the following criteria:

1. The qualifications of the professional personnel to be assigned to the project 20%
2. The consultant's capability to meet time and project budget requirements 15%
3. Location 5%
4. The firm's present and projected workloads 10%
5. Related experience on similar projects (including working with FEMA and USACE) 15%
6. Firm's recent and current work for the City of Miles City 5%
7. Project methodology and approach 20%
8. Familiarity with the project 10%

The respondent's statement of qualifications shall not exceed **thirty (30) pages** (a single page/side of paper being considered one page) total, with a minimum of a font of 10, including attachments. Offeror's should pay careful attention to detail and provide only the requested information. Respondents shall submit seven (7) bound copies of the statement of qualifications.

The selection of finalists to be interviewed will be based on an evaluation of the written responses. The award will be made to the most qualified respondent whose statement of qualifications is deemed most advantageous to the City of Miles City, all factors considered. Interviews may or may not be conducted at the City's option. Unsuccessful candidates will be notified as soon as possible after a selection is confirmed.

Questions and response should be direct to Samantha Malenovsky, Floodplain Administrator, City of Miles City, PO Box 910, Miles City, MT 59301 Tel No. (406) 234-3493. All responses must be received by 5:00 p.m. Monday, November 5, 2012. Please mark envelope "Floodplain and Flood Control Engineering Services" on the outside of the response envelope.

This solicitation is being offered in accordance with local, state and federal statutes governing procurement of professional services. Accordingly, the City of Miles City reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.

RESOLUTION NO. 3551

A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEAR 2012-2013 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101.

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

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

AND WHEREAS on the 9th of October 2012, the trustees of Business Improvement District No. 101 submitted to the City Council their proposed work plan and budget for FY 2012-2013;

AND WHEREAS, pursuant to §7-12-1132(3), the City Council published, as required by law, public notice that such work plan and proposed budget had been submitted and that a hearing would be held thereon on the 9th of October, 2012;

AND WHEREAS, pursuant to such notice, a hearing was held thereon at a regular Council meeting on the 9th day of October, 2012;

AND WHEREAS, following such hearing the City Council fully considered such work plan and proposed budget;

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

1. Upon hearing and full consideration, the City Council of the City of Miles City hereby approves the work plan and proposed budget of Business Improvement District No. 101 for FY 2012-2013, attached hereto as Exhibit "A" and made a part hereof.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 9TH DAY OF OCTOBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

Tournament Recruitment-

4-C Basketball Tournament	6,500.00
Miles City Hockey Association	5,000.00
State Girls Hockey Tournament (12 team)	12,000.00
MCC Basketball/ Cowtown	2,000.00
MCC Baseball	1,000.00
Rocky/Jamestown Football	4,000.00
Badlands Bowl (20 th Year)	5,000.00
MCC Basketball	3,000.00
<hr/>	
	\$38,500.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER W.A. Mitchell Agency 602 Pleasant P O Box 339 Miles City MT 59301	CONTACT NAME: Carol Bartholomew
	PHONE (A/C No. Ext): (406) 234-0280 FAX (A/C No): (406) 234-7107 E-MAIL ADDRESS: carol@wamitchellagency.com
INSURED City of Miles City Business Improvement	INSURER(S) AFFORDING COVERAGE
	INSURER A: American Alternative Ins. Co.
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: CL1262902039 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		2CA2CP0000008-02	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATU-TORY LIMITS OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Manager Liability	X		2CA2PL0000008-02	7/1/2012	7/1/2013	Occurrence \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is listed as an "Additional Insured" as per the attached form CG 20 10 07 04

CERTIFICATE HOLDER City of Miles City P. O. Box 910 Miles City, MT 59301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Carol Bartholomew</i> 6/29/12.
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

City of Miles City
PO Box 910
Miles City, MT 59301

Location(s) Of Covered Operations

511 Pleasant St, Miles City, MT 59301

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

RESOLUTION NO. 3553

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2012-2013 TO APPROPRIATE UNAPPROPRIATED CASH BALANCES FROM THE CAPITAL IMPROVEMENT FUND NO. 4000 FOR THE PURCHASE OF A PRISONER TRANSPORT VAN.

WHEREAS, the City of Miles City has cash balances for Fiscal Year 2012-2013 in the Capital Improvement Fund No. 4000 which were not appropriated in the Final Budget for Fiscal Year 2012-2013.

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 a portion of such unappropriated cash balance in Fund No. 4000 to purchase a prisoner transport van;

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

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:

The appropriations for the Final Budget for Fiscal Year 2012-2013 for Capital Improvement Fund No. 4000 shall be increased in the following amount:

Fund No. 4000-0 501-410100-940 (Capital Improvement Fund No. 4000, Capital Machinery & Equipment), in the sum of \$15,000.00.

Such increased appropriation shall be made from the following Capital Improvement Fund No. 4000 account:

Account No. 4000-101000 - (Capital Improvement Fund No. 4000 - Cash) in the amount of \$15,000.00,

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 9th day of October, 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 25TH 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 9TH DAY OF OCTOBER, 2012.**

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

The City of Miles City Public Works Department is soliciting sealed offers from interested parties for sale of the following items:

Bid Item 1: 1983 Chevrolet s-10 pickup (67,724 Miles)

Bid Item 2: 1983 GMC s-15 pickup (104,131 Miles)

Bid Item 3: Approximately 380' of redwood from swimming pool docks.
Various 2" x 6" to 2" x 12" sizes

Bids will be considered based on the highest offer. All bids shall be marked clearly on the outside of the envelope with the bid Item number for which piece of equipment/materials which they are bidding.

The City of Miles City, Montana implies no warranties or equipment condition. Equipment and materials are sold as is, where it is located, and it is the responsibility of the purchaser to know the condition of the equipment before purchase. Payment of Purchased equipment must be within 5 business days of bid opening. Payment made to City Clerk, 17 S. 8th Street, Miles City, MT.

Transportation of the equipment is the responsibility of the purchaser, and must be acquired within 14 days of notice of award.

The pickups are available for inspection at City shop building, 217 S. 8th St. on back side of lot on Atlantic St. The redwood is available for inspection at the City of Miles City stockpile located north of KOA campground in the back of the property. To schedule an appointment call Allen Kelm, Public Utilities Director, at (406) 234-3493 or Scott Ask, Shop Mechanic at (406) 234-7611

Sealed offers must be received at the office of the City of Miles City City Clerk, 17 S. 8th Street, Miles City, Montana, 59301, by 5:00 p.m. local time on October 9, 2012. Offers will be publicly opened and read aloud on October 9, 2012 at 7:00 p.m. local time at City Hall.

The City of Miles City reserves the right to reflect any or all offers, to waive irregularities, or to accept any offer deemed to be in the best interest of the City of Miles City.

Dated this 21 day of September, 2012.

PUBLISH DATES: Tuesday, September 25, 2012
Tuesday, October 2, 2012

Send Affidavit of publication and invoice to City Hall-Public Utilities Director

DECISION AS TO WATER RATE INCREASE

On the 25th day of September, 2012 at 7:00 p.m. a public hearing was held in the City Council chambers, pursuant to statutory notice as provided in §69-7-111 MCA, on Resolution 3513, a resolution of intent to decrease monthly water rates and monthly overage charges for two years and then incrementally increase monthly water rates and monthly overage charges for 13 years for the City of Miles City.

Witnesses appeared at the hearing in opposition to the rate increase, and written or oral comments were submitted. After due consideration of the protests and comments at such hearing, it is the decision of the City Council of the City of Miles City that the water rate decreases and increases noticed are necessary to provide and maintain a safe and reliable water system for the residents of the City of Miles City that complies with applicable state and federal environmental regulations and to minimize the need for large percentage increases in rates in the near future. Accordingly, by this Decision, the City Council adopts the schedule of rates attached hereto as Exhibit "A" as the new minimum and overage water rates for the City of Miles City water system.

This Decision shall become final and such rates shall become effective ten (10) days following the date that this Decision is filed with the City Clerk of the City of Miles City.

The City clerk is directed to file a copy of the revised water rate schedule with the Montana Public Service commission upon filing of this Decision with the City Clerk.

DATED this 9th day of October, 2012.

President of the City Council

ADOPTED by Motion duly made, seconded and passed by a majority vote of a quorum of the City Council at a regular meeting on October 9, 2012.

City Clerk

RESOLUTION 3513 - EXHIBIT "A" (Rev. 7-18-12)

RESIDENTIAL MONTHLY MINIMUM RATES (BASE RATES)

Meter Size:	Monthly Minimum Quantity (gals.)	Current Minimum Rate	Proposed Rate Effective												Proposed Rate Effective 7-1-26		
			8-24-12	7-1-13	7-1-14	7-1-15	7-1-16	7-1-17	7-1-18	7-1-19	7-1-20	7-1-21	7-1-22	7-1-23		7-1-24	7-1-25
5/8"	3,000	\$22.57	\$21.22	\$19.94	\$20.34	\$20.75	\$21.16	\$21.59	\$22.02	\$22.46	\$22.91	\$23.37	\$23.83	\$24.31	\$24.80	\$25.29	\$25.80
3/4"	4,000	\$28.08	\$26.40	\$24.81	\$25.31	\$25.81	\$26.33	\$26.86	\$27.39	\$27.94	\$28.50	\$29.07	\$29.65	\$30.25	\$30.85	\$31.47	\$32.10
1"	6,000	\$39.14	\$36.79	\$34.58	\$35.28	\$35.98	\$36.70	\$37.43	\$38.18	\$38.95	\$39.73	\$40.52	\$41.33	\$42.16	\$43.00	\$43.86	\$44.74
1 1/2"	10,000	\$57.17	\$53.74	\$50.52	\$51.53	\$52.56	\$53.61	\$54.68	\$55.77	\$56.89	\$58.03	\$59.19	\$60.37	\$61.58	\$62.81	\$64.07	\$65.35
2"	20,000	\$109.88	\$103.29	\$97.09	\$99.03	\$101.01	\$103.03	\$105.09	\$107.20	\$109.34	\$111.53	\$113.76	\$116.03	\$118.35	\$120.72	\$123.13	\$125.60
3"	60,000	\$277.98	\$261.30	\$245.62	\$250.54	\$255.55	\$260.66	\$265.87	\$271.19	\$276.61	\$282.14	\$287.79	\$293.54	\$299.41	\$305.40	\$311.51	\$317.74
4"	140,000	\$490.25	\$460.83	\$433.18	\$441.85	\$450.69	\$459.70	\$468.89	\$478.27	\$487.84	\$497.59	\$507.55	\$517.70	\$528.05	\$538.61	\$549.38	\$560.37
6"	200,000	\$649.48	\$610.51	\$573.88	\$585.36	\$597.07	\$609.01	\$621.19	\$633.61	\$646.28	\$659.21	\$672.39	\$685.84	\$699.56	\$713.55	\$727.82	\$742.38

COMMERCIAL MONTHLY MINIMUM RATES (BASE RATES)

Meter Size:	Monthly Minimum Quantity (gals.)	Current Minimum Rate	Proposed Rate Effective												Proposed Rate Effective 7-1-26		
			8-24-12	7-1-13	7-1-14	7-1-15	7-1-16	7-1-17	7-1-18	7-1-19	7-1-20	7-1-21	7-1-22	7-1-23		7-1-24	7-1-25
5/8"	3,000	\$41.16	\$38.69	\$36.37	\$37.10	\$37.84	\$38.60	\$39.37	\$40.15	\$40.96	\$41.78	\$42.61	\$43.46	\$44.33	\$45.22	\$46.12	\$47.05
3/4"	4,000	\$46.67	\$43.87	\$41.24	\$42.06	\$42.90	\$43.76	\$44.64	\$45.53	\$46.44	\$47.37	\$48.32	\$49.28	\$50.27	\$51.27	\$52.30	\$53.35
1"	6,000	\$57.70	\$54.24	\$50.98	\$52.00	\$53.04	\$54.10	\$55.19	\$56.29	\$57.42	\$58.56	\$59.74	\$60.93	\$62.15	\$63.39	\$64.66	\$65.95
1 1/2"	10,000	\$79.87	\$75.08	\$70.57	\$71.98	\$73.42	\$74.89	\$76.39	\$77.92	\$79.48	\$81.07	\$82.69	\$84.34	\$86.03	\$87.75	\$89.50	\$91.29
2"	20,000	\$128.52	\$120.81	\$113.56	\$115.83	\$118.15	\$120.51	\$122.92	\$125.38	\$127.89	\$130.45	\$133.05	\$135.72	\$138.43	\$141.20	\$144.02	\$146.90
3"	60,000	\$296.59	\$278.79	\$262.07	\$267.31	\$272.65	\$278.11	\$283.67	\$289.34	\$295.13	\$301.03	\$307.05	\$313.19	\$319.46	\$325.85	\$332.36	\$339.01
4"	140,000	\$508.86	\$478.33	\$449.63	\$458.62	\$467.79	\$477.15	\$486.69	\$496.43	\$506.35	\$516.48	\$526.81	\$537.35	\$548.09	\$559.06	\$570.24	\$581.64
6"	200,000	\$673.88	\$633.45	\$595.44	\$607.35	\$619.50	\$631.89	\$644.52	\$657.41	\$670.56	\$683.97	\$697.65	\$711.61	\$725.84	\$740.36	\$755.16	\$770.27

MONTHLY CHARGES FOR GALLONAGE OVER MONTHLY MINIMUM GALLONAGE

Quantity	Current Rate Per 1000 Gallons	Proposed Rate Per 1000 Gallons Effective														
		8-24-12	7-1-13	7-1-14	7-1-15	7-1-16	7-1-17	7-1-18	7-1-19	7-1-20	7-1-21	7-1-22	7-1-23	7-1-24	7-1-25	
0 - 3,000 (Base)	\$22.57	\$21.22	\$19.94	\$20.34	\$20.75	\$21.16	\$21.59	\$22.02	\$22.46	\$22.91	\$23.37	\$23.83	\$24.31	\$24.80	\$25.29	\$25.80
3,000 - 10,000	\$4.42	\$4.15	\$3.91	\$3.98	\$4.06	\$4.14	\$4.23	\$4.31	\$4.40	\$4.49	\$4.58	\$4.67	\$4.76	\$4.86	\$4.95	\$5.05
10,000 - 50,000	\$3.83	\$3.60	\$3.38	\$3.45	\$3.52	\$3.59	\$3.66	\$3.74	\$3.81	\$3.89	\$3.97	\$4.04	\$4.13	\$4.21	\$4.29	\$4.38
50,000 - 100,000	\$2.98	\$2.80	\$2.63	\$2.69	\$2.74	\$2.79	\$2.85	\$2.91	\$2.97	\$3.02	\$3.09	\$3.15	\$3.21	\$3.27	\$3.34	\$3.41
Over 100,000	\$2.12	\$1.99	\$1.87	\$1.91	\$1.95	\$1.99	\$2.03	\$2.07	\$2.11	\$2.15	\$2.19	\$2.24	\$2.28	\$2.33	\$2.38	\$2.42

**Staff Report PP 2012-02
Adrian Minor Subdivision
October 9, 2012**

I. GENERAL INFORMATION

A. Project Applicant

Applicant/Owner: Leroy Adrian
1515 Lincoln Street
Miles City, MT 59301

Technical Assistance: Quinn Wright
Dowl, HKM
713 Pleasant Street
Miles City, MT 59301

B. Project Description

The applicant proposes a two lot subdivision of a 31,969 sq. ft. lot that is currently served by City water and is located on a paved street.

Section III-B of the subdivision regulations allow expedited review for this type of a proposal so this preliminary plat did not require Planning Board review.

C. Legal Description of Subject Property

Lot A in Block 11 of Benders Addition to the City of Miles City, Custer County, MT.

D. Location

The property is located on the north side of Lincoln Street and is west of Center Avenue and south of Riverside Street (unimproved). (see figure 1)

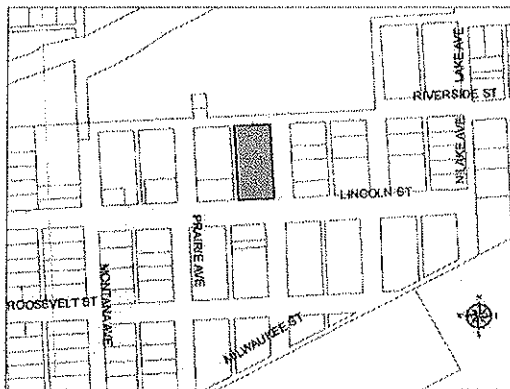


Figure 1.

Wastewater	City of Miles City
Electricity	MDU
Natural Gas	MDU
Solid Waste	Miles City Sanitation
Telephone Service	Mid-Rivers
School District	Custer County Unified School District No. 1
Fire District	City of Miles City
Police	City of Miles City

II. COMMENTS RECIEVED

Agency Comment:

None

Public Comment:

None

III. REVIEW CRITERIA

Compliance with Local Zoning:

The subdivision lies entirely within the A Residential Zoning District. The minimum lot size is 5,500 square feet. The smallest lot is 8,610 square feet. The Minimum lot width is 50 feet for a one unit structure. All lots meet or exceed this standard.

Finding #1. All lots in the subdivision comply with zoning because they meet minimum dimensional requirements.

Impact on Agriculture and Agricultural Water User Facilities

The subdivision is in a developed area with no agriculture or agriculture water facilities.

Finding #2. There is no impact on agriculture or agricultural water facilities because the proposal in in a developed area with no agricultural activities nearby.

Impact on Local Services

1. Water and Wastewater

There is currently one single family home that will remain on the larger parcel. A single family residence or a duplex could be constructed on the other lot. A water line is already constructed in the street right-of-way and a sewer line runs in the alley right-of-way. The existing lines are sized to handle any possible development.

2. Stormwater

The drainage would follow an existing drainage ditch and flow into an existing drainage channel that empties in the slough.

3. Roads

Center Avenue may have between 8-16 additional trips per day and is already constructed to handle that volume.

3. Stormwater

The lot is relatively flat and a drainage ditch runs the length of Center Avenue in that block. Lot A-1 is not expected to redevelop and the ditch can handle any runoff caused from the development of Lot A-2. MDEQ approval has been obtained.

4. Road Network

Center Avenue and Lincoln Street are already paved. Riverside Street to the north has been platted but is not improved along this section. There is no reason to compel improvement or paving along Riverside Street as this access is not needed for either access to the subdivision or for fire protection.

5. High Voltage/High Pressure Gas Lines

There are no high voltage lines or high pressure gas lines in the vicinity.

6. Steep Slopes/Geologic Hazards

The lot is relatively flat and has no steep slopes.

Finding #5. The impacts to public health and safety will be insignificant because there are no natural or man-made hazards and existing roads and drainage are in place.

Provision for Legal and Physical Access to Each Parcel.

All lots are directly served by existing roadway.

Finding #6. Because the roads already exist, all parcels shall have physical and legal access.

Compliance with Miles City Subdivision Regulations.

VI-A. Conformance with Regulations

This proposal conforms to zoning and is not in a floodplain subject to floodplain regulations.

VI-B Natural Environment

The subdivision does not have any natural constraints.

VI-C. Lands Unsuitable for Subdivision

The entire site is suitable for subdivision.

VI-D. Floodplain Provisions

The site is not in a floodplain.

VI-E. Improvement Design

Engineering and survey plans that were submitted have been prepared by a professional survey & engineering firm.

VI-V. Landscaping Standards for Commercial Development

This is not a commercial subdivision.

Finding #7. Based on the previous analysis, the proposed plat meets subdivision regulations with the condition of culvert placement for lot A-2.

IV. SUMMARY OF FINDINGS

Finding #1. All lots in the subdivision comply with zoning because they meet minimum dimensional requirements.

Finding #2. There is no impact on agriculture or agricultural water facilities because the proposal is in a developed area with no agricultural activities nearby.

Finding #3. The impact to most local services is negligible because one lot is currently developed leaving only one lot for development.

Finding #4. The impact to the natural environment is negligible because one lot is currently developed leaving only one lot for development.

Finding #5. The impacts to public health and safety will be insignificant because there are no natural or man-made hazards and existing roads and drainage are in place.

Finding #6. Because the roads already exist, all parcels shall have physical and legal access.

Finding #7. Based on the previous analysis, the proposed plat meets subdivision regulations with the condition of culvert placement for lot A-2.

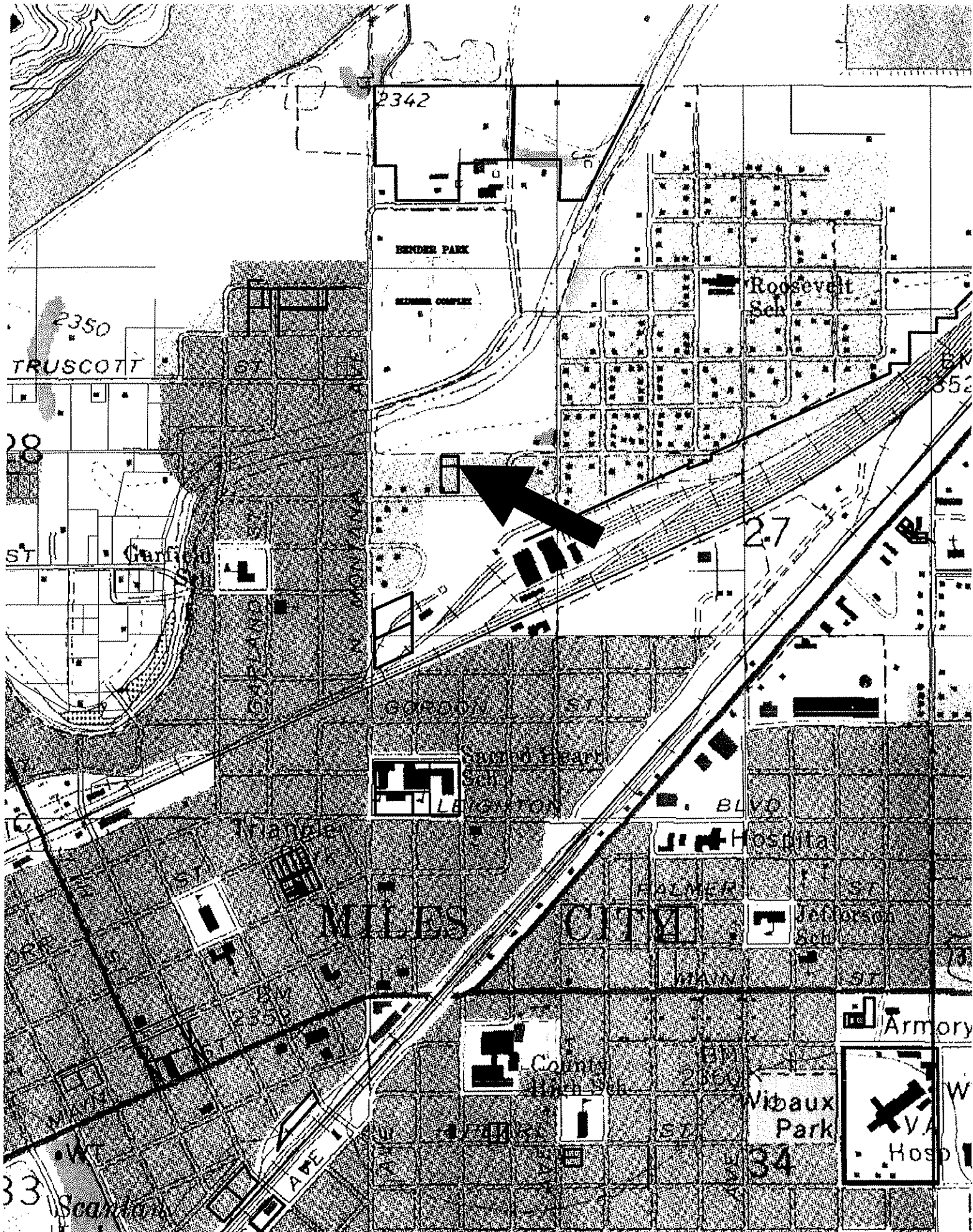
V. RECOMMENDATION

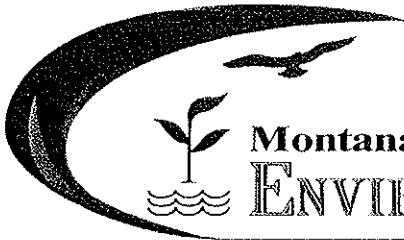
Staff recommends that the City Council adopt the findings of fact in staff report PP 2012-02 as findings and approve the Adrian Minor preliminary plat with the following conditions:

VI. CONDITIONS

Standard Conditions:

1. All traffic signs shall be of the size, shape, height, and placement as to be in accordance with the Manual of Uniform traffic Control Devices. [Miles City Subdivision Regulation (MCSR), Section VI-H-6]
2. All water, sewer, and storm water systems must have MDEQ approval. [MCSR Sections VI-I, VI-J, and VI-K; MCA 76-4]





Montana Department of
ENVIRONMENTAL QUALITY

Brian Schweitzer, Governor
Richard H. Opper, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

September 6, 2012

Quinn Wright
DOWL HKM
713 Pleasant Street
Miles City MT 59301

RE: Adrian Minor Subdivision of Lot A,
Block 11, Benders Addition
Municipal Facilities Exclusion
EQ#13-1228
City of Miles City
Custer County

Dear Mr Wright:

This is to certify that the information and fees received by the Department of Environmental Quality relating to this subdivision are in compliance with 76-4-127, MCA and ARM 17.36.602. Under 76-4-125(2)(d), MCA, this subdivision is not subject to review, and the plat can be filed with the county clerk and recorder.

Plans and specifications must be submitted when extensions of municipal facilities for the supply of water or disposal of sewage are proposed {76-4-111 (3), MCA}. Construction of water or sewer extensions prior to DEQ, Public Water Supply Section's approval is prohibited, and is subject to penalty as prescribed in Title 75, Chapter 6 and Title 76, Chapter 4.

Sincerely,

Janet Skaarland
Compliance Specialist
Subdivision Section
(406) 444-1801 – email jskaarland@mt.gov

cc: City Engineer
County Sanitarian
file

3. All utilities shall be placed underground. [MCSR, Section VI-M]
4. The final plat shall be in substantial compliance with the plat and plans submitted for preliminary plat review, except as modified by these conditions. [MCA 76-3-611].
5. The final plat shall comply with state surveying requirements. [MCA 76-3-608(b)(i)]
6. All required improvements shall be completed and in place or a Subdivision Improvement Agreement shall be provided by the subdivider prior to final approval by the City Council. [MCSR, Section II-B-4]

Site-Specific Conditions:

7. A culvert shall be placed in the drainage ditch for a driveway to entrance Lot A-2. The culvert shall be of sufficient diameter as not to impede storm drainage flows. [MCSR, Section VI-I]
8. A yield sign shall be added to the existing street sign at the corner of Center Avenue and Lincoln Street so that traffic exiting Center Avenue would yield. [MCSR, Section VI-H-6]

RESOLUTION NO. 3552

A RESOLUTION LEVYING AN ASSESSMENT FOR FISCAL YEAR 2012-2013 UPON ALL PROPERTY IN BUSINESS IMPROVEMENT DISTRICT NO. 101 AND DETERMINING THE METHOD OF SUCH ASSESSMENT.

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

AND WHEREAS, by Resolution 3551, this Council has approved the work plan and budget for FY 2012-2013 for Business Improvement District No. 101;

AND WHEREAS, §7-12-1132(4) provides that after approval of such work plan and budget, the City Council shall, by resolution, levy an assessment against all property within the District utilizing one of the methods prescribed in §7-12-1133;

AND WHEREAS, upon consideration, the City Council has determined that the benefits derived by each lot or parcel within the District are proportional to the occupancy of "Facility" (as defined in §15-65-101 MCA and the rules and regulations of the Montana Department of Revenue adopted pursuant to §15-65-102) within such District, and that an assessment based upon occupancy per room per night is equitable in proportion to the benefits to be received by each property within the District;

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

1. There is hereby assessed against all lots and parcels within Business Improvement District No. 101 for Fiscal Year 2012-2013, an amount of \$1.00 per occupied room per night for each Facility (as defined in §15-65-101 MCA and the rules and regulations of the Montana Department of Revenue adopted pursuant to §15-65-102) within the District. The amount of such assessment for each such Facility shall be based upon the occupancy reports provided by each Facility to the Montana Department of Revenue pursuant to §15-65-112, adjusted, if applicable, for any changes in such reported occupancy determined by audit of the Montana Department of Revenue.

2. The City Clerk shall deliver to the City Treasurer a certified copy of this Resolution, to be placed on the tax rolls and collected in the same manner as other taxes.

3. The amounts levied hereunder shall be retroactive to the beginning of the FY 2012-2013 fiscal year on July 1, 2012.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AT A REGULAR MEETING THIS 9TH DAY OF OCTOBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

RESOLUTION NO. 3555

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONSTRUCTION AGREEMENT WITH THE JACKSON CONTRACTOR GROUP, INC., FOR CONSTRUCTION OF PATHWAY AND RESTROOM IMPROVEMENTS IN RIVERSIDE PARK.

WHEREAS, the City has advertised for and accepted bids for the Riverside Park Path Project, including construction of restroom improvements in Riverside Park;

AND WHEREAS, Jackson Contractor Group, Inc., a Montana corporation, of 5800 U.S. Highway 93, Missoula, Montana 59804 was the lowest responsible bidder for such Project;

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

1. The Construction Agreement between the City of Miles City, Montana and Jackson Contractor Group, Inc., a Montana corporation, on file in the office of the City Clerk of the City of Miles City, and incorporated herein by reference, is hereby approved and adopted by this Council subject to final written approval of the City Attorney.

2. The Mayor of the City of Miles City, upon written approval of the City Attorney, is hereby empowered and authorized to execute said Construction Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and

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 Construction Agreement 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 9TH DAY OF OCTOBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS
SECTION 00500 – AGREEMENT FORM

AGREEMENT FORM

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between City of Miles City hereinafter called OWNER and _____ hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all work, as specified or indicated in the Contract Documents. The work is generally described as follows: Building demolition, utility services, provide and install new restroom facility, construct new park path, do maintenance work on parking areas, install new lighting, provide and install new benches, trash receptacles, and bike racks.

The project for which the work under the Contract Documents Riverside Park Path – Miles City.

Article 2. ENGINEER

The project has been designed by:

DOWL HKM
713 Pleasant Street
Miles City, MT 59301

in cooperation with the OWNER, represented by:

Dawn Colton
Miles City Program Assistant
City Hall
17th S. 8th Street
Miles City, Montana 59301

who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work must be substantially complete within 90 calendar days of the start date given in the Notice to Proceed. Final payment will be withheld until final completion and acceptance of the work, as stipulated in this Agreement.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement, and that OWNER will suffer financial loss if the work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions.

They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that, as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred and no/100 dollars (\$500.00) for each day that expires after the time specified herein until the work is substantially completed.

Article 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents a maximum sum (subject to adjustment as provided in the Contract Documents) of _____ (\$_____). Said maximum sum is determined by the Proposal included as Attachment #1 of this form.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit applications for payment in accordance with the General Conditions. Applications for payment will be processed, as provided in the General Conditions.

5.1 Progress Payments. OWNER will make progress payments monthly on account of the contract price on the basis of CONTRACTOR'S applications for payment, as recommended by ENGINEER. All progress payments will be on the basis of the progress of the work measured by the schedule of values or as otherwise provided for in the General Conditions.

5.1.1 The OWNER may retain a portion of the amount due the CONTRACTOR in accordance with the General Conditions and as outlined herein. Five percent (5%) of the amount of each payment shall be withheld until work is 50 percent completed, based upon dollar value of the contract work items. When work is 50 percent complete, the amount withheld may be reduced at the discretion of the OWNER and provided that the CONTRACTOR is making satisfactory progress, and there is no specific cause for greater withholding. When the work is substantially complete, the amount withheld shall be further reduced below five percent (5%) to an amount determined by the ENGINEER necessary to assure completion. Up to five percent (5%) withholding may be reinstated after the 50 percent completion stage if the OWNER, at his discretion, determines that the progress is not satisfactory or if there is other specific cause for such withholding.

5.2 Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions, OWNER shall pay the remainder of the contract price, as recommended by the ENGINEER.

Article 6. INTEREST

All monies not paid when due hereunder shall bear interest at the simple rate of seven percent (7%) per annum and paid solely by OWNER.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all location conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by the ENGINEER in the preparation of the drawings and specifications and which have been identified in the modifications to the General Conditions.

7.3 CONTRACTOR has made, or caused to be made, examinations, investigations, tests, and studies of such reports and related data, in addition to those referred to above, as he deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are, or will be, required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof, and consist of the following:

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement (if any)
- 8.3 Performance Bond and Payment Bond
- 8.4 Proposal Form (where applicable)
- 8.5 Disadvantaged Business Enterprises (DBE) Requirements (where applicable)
- 8.6 FHWA Form 1273
- 8.7 Required Contract Provisions Federal-Aid Construction Contracts
- 8.8 Special Provisions, EEO Affirmative Action Requirements on Federal and Federal-Aid Construction Contracts
- 8.9 Supplementary Specifications
- 8.10 Certificates of Insurance (Requirements indicated on the Contractor's Insurance Checklist following this section).
- 8.11 Standard General Conditions
- 8.12 Wage Rates
- 8.13 Standard Modifications, if applicable

- 8.14 Special Provisions, if applicable
- 8.15 Montana Public Works Standard Specifications, Sixth Edition, dated April 2010, if applicable, and addenda
- 8.16 Technical Specifications, as listed in Table of Contents thereof, if applicable
- 8.17 Drawings
- 8.18 Addenda listed on the bid forms
- 8.19 CONTRACTOR'S executed bid forms
- 8.20 Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.21 Notice of Award
- 8.22 Notice to Proceed
- 8.23 Any modification, including Change Orders, duly delivered after execution of Agreement
- 8.24 Any Notice of Partial Utilization
- 8.25 Notice of Substantial Completion
- 8.26 Lien Waivers
- 8.27 Notices of Final Completion and Acceptance

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification (as defined in the General Conditions).

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings indicated in the General Conditions.
- 9.2 This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR, respectively, and his partners, successors, assigns, and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party. The OWNER reserves the right to withdraw at any time from any subcontractor whose work has proven unsatisfactory the right to be engaged in or employed upon any part of the work.
- 9.3 In the event it becomes necessary to either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, or to give any notice required herein, the prevailing party or the party giving notice shall be entitled to reasonable attorney's fees and costs.

9.4 Any amendment or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall, after execution, become a part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

By _____ (SEAL & ATTEST)

Title _____

(Joint Venture)

By _____ (SEAL & ATTEST)

Title _____

CITY OF MILES CITY
(OWNER)

By _____ (SEAL & ATTEST)

TITLE _____ MAYOR

City Clerk

APPROVED AS TO FORM:

City Attorney

END OF SECTION 00500

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS
SECTION 00610 – PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(insert full name, address or legal title of CONTRACTOR)

as Principal, hereinafter called CONTRACTOR, and _____
(insert full name, address or legal title of Surety)

as Surety, hereinafter called SURETY, are held and firmly bound unto

City of Miles City, 17 S. 8th Street, P.O. Box 910, Miles City, MT 59301
(insert full name, address or legal title of OWNER)

as Obligee, herein after called OWNER, in the amount of _____ Dollars (\$ _____), for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement, dated _____, entered into a contract with OWNER for Riverside Park Path – Miles City. in accordance with drawings and specifications prepared by the City of Miles City, MT, which contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, the condition of this obligation is such that if CONTRACTOR shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect. As a minimum, this obligation shall remain in full force and effect beyond the completion of all work to include the correction period, as specified in the Contract Documents.

The SURETY hereby waives notice of any alternation or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Agreement, the OWNER having performed OWNER'S obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

1. Complete the Agreement in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and the SURETY jointly of the lowest responsible bidder, arrange for a contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph); sufficient funds to pay the cost of completion less the balance of the contract price, but not

exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Agreement and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators, or successor of the OWNER.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2012.

(Principal) Secretary

(Principal)

(SEAL)

By _____

(Address)

(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

(Surety)

(SEAL)

By _____

(Attorney-In-Fact)

(Witness as to Surety)

(Address)

NOTE: Date of bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute bond.

END OF SECTION 00610

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS
SECTION 00620 PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Insert the name and address or legal title of CONTRACTOR)

as Principal, hereinafter called PRINCIPAL, and _____

(Insert the legal title of Surety)

as Surety, hereinafter called SURETY, are held and firmly bound unto

City of Miles City, 17 S. 8th Street, P.O. Box 910, Miles City MT 59301

as obligee, herein after called OWNER, for the use and benefit of claimants as herein below defined in the amount of _____ Dollars (\$) for the payment whereof PRINCIPAL and SURETY bond themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS:

PRINCIPAL has by written Agreement, dated _____, entered into a contract with OWNER for Riverside Park Path – Miles City, in accordance with drawings and specifications prepared by the City of Miles City, MT, which contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, the condition of this obligation is such that, if the PRINCIPAL shall promptly make payments to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Agreement, and any duly authorized modifications that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL, as defined by Title 18, Chapter 2, Part 2, MCA for labor, materials, or both, used or reasonably required for use in the performance of the Agreement; labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Agreement.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for sue of such claimant in the name of the OWNER, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.
 - (a) Unless claimant shall have complied with applicable State laws.
 - (b) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the State in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. Special Exceptions: None
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments by SURETY of mechanic's liens, which may be filed on record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2012.

(Principal) Secretary

(SEAL)

(Principal)

By _____

(Address)

(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

(SEAL) .

(Surety)

By _____

(Attorney-In-Fact)

(Witness as to Surety)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute bond.

END OF SECTION 00620

**AGREEMENT TO COMPLY WITH NONDISCRIMINATION
PROVISIONS OF MONTANA STATUTE**

In compliance with §49-3-207 MCA, **JACKSON CONTRACTOR GROUP, INC.**, a Montana corporation, as a condition precedent to the execution of its contract with the City of Miles City, Montana for the construction of the Riverside Park Path, Miles City, Montana (Federal Aid Project No. STPE 8099(8)), and as an additional term of the contract for such Project, agrees with the City of Miles City, as follows:

1. Jackson Contractor Group, Inc. will conduct all hiring for the project on the basis of merit and qualifications;
2. Jackson Contractor Group, Inc. will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in the performance of the contract.

DATED this _____ day of _____, 2012.

Jackson Contractor Group, Inc, a Montana
corporation,

By: _____
Doug Jackson, President

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
Jackson Contractor Group, Inc.
P.O. Box 967
Missoula, MT 59806

SURETY (Name and Address of Principal Place of Business):
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):
City of Miles City
P.O. Box 910, 17 South 8th Street
Miles City, MT 59301

COUNTERSIGNED:
HUB INTERNATIONAL MOUNTAIN
STATES LIMITED

Rene C. Leveaux
RENE C. LEVEAUX

BID

Bid Due Date: 9/25/2012

Description (Project Name and Include Location): Riverside Park Path, Miles City, Montana
Federal Aid Project No. STPE 8099(8)

BOND

Bond Number: 5534778

Date (Not earlier than Bid due date): 9/25/2012

Penal sum Ten Percent of the Total Amount Bid \$ 10%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
Jackson Contractor Group, Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY
Liberty Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal

By: *[Signature]*
Signature

By: *[Signature]*
Signature (Attach Power of Attorney)

Doug Jackson
Print Name

Jenny Arbuckle
Print Name

President
Title

Attorney-In-Fact
Title

Attest: *[Signature]*
Signature

Attest: *[Signature]*
Signature

Heather Carter-Office Mngr.
Title

Brooke A. Garness, Bond Clerical
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company, except in the manner, and to the extent herein stated.

American Fire and Casualty Company Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company Peerless Insurance Company
West American Insurance Company

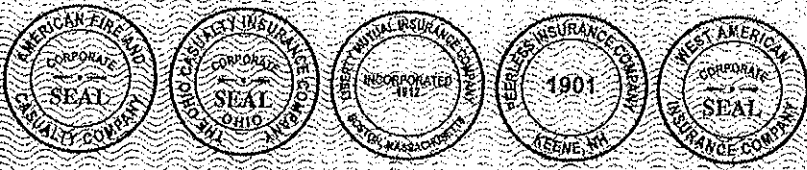
Certificate No.

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint BETH A. WINDOM, BILLY J. BOLT, BROOKE A. GARNES, CHRIS JERMUNSON, CHRISTOPHER Y. HINDOEN, GARY D. BOWERS, JAMIE M. ROE, JENNY ARBUCKLE, JOHN D. LEAF, KAYE U. MUZZANA, KRISTIN A. PICCIONI, LYNN ET PIERRE, MICHAEL E. DEPNER, TIMOTHY R. BARNES,

all of the city of GREAT FALLS, state of MT, each individually if there be more than one named, his true and lawful attorney in fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of August, 2012



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON
COUNTY OF KING

On this 24th day of August, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys in fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney in fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney in fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of SEPTEMBER, 2012



By: David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-616-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

STPE 8099 (8)
(Federal Aid Project Number)

Riverside Park Path – Miles City
(Federal Aid Project Name)

THE DBE GOAL FOR THIS CONTRACT IS 0.00%

To be eligible for award of this contract, the bidder must execute and submit as part of its bid, these DBE REQUIREMENTS. Contract award may be conditioned upon satisfaction of the Montana Department of Transportation's (MDT) requirements as set forth below and in the Department's written DBE Program Requirements.

1. The SCHEDULE OF PARTICIPATION (Schedule) will be used to determine whether the bidder has complied with the DBE goals of the project.
 - a) Where a numerical goal greater than 0% (zero percent) has been assigned to the project, those bids that do not contain a Schedule, or contain a blank Schedule, will be considered irregular and may be considered non-responsive and be rejected. Those bids containing a Schedule that is incomplete or does not meet the assigned goal will be considered irregular and may be considered non-responsive and be rejected. In any case where the apparent low bidder does not comply with the assigned project goal, a determination will be made within 48 hours of the bid opening, based upon the good faith efforts (Good Faith Efforts are outlined in the MDT DBE Program).
 - b) DBEs not certified by MDT prior to the date the bids are opened will not be considered in determining whether the bid has complied with the goals.
 - c) Where a numerical goal of 0% (zero percent) has been assigned to the project, bidders are encouraged to utilize the Schedule to indicate a commitment to using a DBE for a portion of the work in the project.
2. The BIDDER'S LIST will be used to gather information for use in determining appropriate DBE goals for upcoming fiscal years. Each firm, bidding on prime contracts and bidding or quoting subcontracts on federally assisted projects MUST submit a completed Bidder's List within 48 hours of the bid opening. If the prime contractor has not received any bid or sub-quote information, the prime bidder must indicate NONE on the Bidder's List.

The Bidder's List may be included with the bid, or supplied to the local agency within 48 hours of the bid opening.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS (cont.)

STPE 8099 (8)
(Federal Aid Project Number)

Riverside Park Path – Miles City
(Federal Aid Project Name)

3. In accordance with 49 CFR §26.13(b) which states, "Each contract that MDT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

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

4. The prime contractor agrees to use MDT certified DBEs in the award of subcontracts to the fullest extent consistent with the performance of the contract. Under this certification, the bidder agrees to maintain records to document all contacts and specific efforts made to identify potential DBE firms, seek out, and utilize DBE contractors.
5. Substitution of DBEs or dollar amounts shown on the Schedule will not be permitted prior to the award of the contract. If it is determined that the scheduled DBE is unable to perform due to default, over extension, suspension, decertification or other reasons, the prime contractor agrees to replace the DBE subcontractor in accordance with the substitution process outlined in the MDT DBE Program.
6. DBE goal achievement or participation will be determined and counted towards the goal when each DBE executes, performs and is paid for each work item specified in their subcontract and in accordance with the MDT DBE Program.
7. The following criteria will be used when determining the amount of achievement towards DBE goals:
- a) **Manufacturer, 100% of the cost:** A certified DBE that produces goods from raw materials or substantially alters goods before resale.
 - b) **Supplier/Regular Dealer, 60% of the cost:** A certified DBE that maintains and furnishes a supply of the goods involved for the purposes of resale to the general public.
 - c) **Jobber/Broker, 100% of the fee:** The DBE's normal fee received over the cost of any goods, equipment or services supplied to the project.
 - d) **Contractor/Subcontractor, 100%:** Work performed using the DBE's own equipment and/or personnel.

SCHEDULE OF PARTICIPATION BY DBEs

STPE 8099 (S)
(Federal Aid Project Number)

Riverside Park Path - Miles City
(Federal Aid Project Name)

List below the information pertaining to MDT-certified DBEs with which the bidder has negotiated an agreement to participate in this contract in accordance with the MDT DBE Program requirements.

Name of Prime Contractor: JACKSON CONTRACTOR GROUP
(Bidder's/Proposer's name)

DBE NAME:
ADDRESS:
EXPIRATION DATE:
BID QUOTE:
USED AS (CFU):
USED QUOTE:

DBE NAME:
ADDRESS:
EXPIRATION DATE:
BID QUOTE:
USED AS (CFU):
USED QUOTE:

DBE NAME:
ADDRESS:
EXPIRATION DATE:
BID QUOTE:
USED AS (CFU):
USED QUOTE:

Entered: total 0% or total \$
Required: total 0% or total \$

BIDDER'S LIST

STPE 8099 (8)
(Federal Aid Project Number)

Riverside Park Path -- Miles City
(Federal Aid Project Name)

Name of Prime Bidder: JACKSON CONTRACTOR GROUP, INC.
(Bidder's/Proposer's name)

In order to meet the requirements of the MDT DBE Program, each contractor supplying bid information on a federal-aid project must submit a completed Bidder's List within 48 hours of the bid opening. This must include a list of all contractors that have provided the bidder with quote, subquote, or estimate information. Whether or not the prime bidder used the information, all companies that provided bid information must be listed.

In the event the bidder has not received any bid information, the bidder must indicate that fact by writing NONE on the list. Blank or incomplete Bidder's Lists will not be accepted.

Name: HD Supply Waterworks , LTD.

Name: RFL LTD

Name: UBC Precast Concrete Products

Name: Yellowstone Electric Co.

Name: Glader Electric

Name: SAX Electric

Name: Don's Electric, Inc.

Name:

Name:

Name:

Name:

Note: Use additional sheets as necessary

END OF SECTION 00300

RESOLUTION NO. 3556

A RESOLUTION AUTHORIZING THE ASSIGNMENT FROM BULLIS-GRAVES MEMORIAL CHAPEL/EASTERN MONTANA CREMATION SERVICE TO BIG SKY CREMATION SERVICES, L.L.C. UPON LOTS 4 AND 5 OF TRACT E OF THE INDUSTRIAL SITE OWNED BY THE CITY OF MILES CITY, MONTANA;

WHEREAS, On August 9, 1996, the City of Miles City entered into a written lease with Bullis-Graves Memorial Chapel/Eastern Montana Cremation Service, of 1806 Main Street, Miles City, Montana (hereinafter "Bullis-Graves") for lease of the following described real property located in Custer County, Montana:

Lots 4 and 5 of Tract "E" of the Industrial Site adjacent to the City of Miles City

AND WHEREAS, pursuant to the terms of such lease, the lease term has automatically renewed for a period from July 1, 2012 through June 30, 2013;

AND WHEREAS, it is the desire of Bullis-Graves to assign such lease to Big Sky Cremation Services, LLC, a Montana limited liability company, of 1717 Main Street, Miles City, Montana, (hereinafter "the Assignee");

AND WHEREAS, Article V of such lease prohibits assignment of the lease without the prior approval of the City Council of the City of Miles City;

AND WHEREAS the City Council finds that the proposed assignment and the Assignee are acceptable to the City of Miles City, and the request for the assignment of such lease should be granted;

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

1. It does hereby authorize the assignment of the lessee's interest in the lease, dated August 9, 1996, between the City of Miles City and Bullis-Graves Memorial Chapel/Eastern Montana Cremation Service, of 1806 Main Street, Miles City, Montana upon Lots 4 and 5 of Tract "E" of the Industrial Site to Big Sky Cremation Services, LLC, a Montana limited liability company, of 1717 Main Street, Miles City, Montana, subject to the terms, conditions and rentals of such lease.

PASSED AND ADOPTED BY AT LEAST A TWO-THIRDS AFFIRMATIVE VOTE OF ALL MEMBERS OF THE MILES CITY COUNCIL THIS 9TH DAY OF OCTOBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of August, 1996, 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 BULLIS-GRAVES MEMORIAL CHAPEL/EASTERN MONTANA CREMATION SERVICE, of 1806 Main St., Miles City, Montana 59301, hereinafter referred to as "LESSEE".

WHEREAS, the CITY owns certain real property located in the "Industrial Site" which it desires to lease to an appropriate tenant; and

WHEREAS, LESSEE desires to lease said property in order to conduct its business thereon;

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 LESSEE, does hereby demise, lease, and let unto LESSEE the real property located in Custer County, Montana and more particularly described as follows:

Lots 4 and 5 of Tract "E" of the Industrial Site West of Miles City, Montana, containing approximately 50,000 square feet, more or less.

II. TERM.

The term of this Agreement shall be for a period of one (1) year, beginning on July 1, 1996, and expiring on June 30, 1997, subject to the option to renew as hereinafter provided.

III. RENTAL.

Rental for the Lease shall be the sum of FOUR HUNDRED SIXTY-EIGHT AND 75/100THS DOLLARS (\$468.75), which amount LESSEE shall pay to the CITY on or before the 1st day of July, 1996.

IV. RESPONSIBILITIES OF THE LESSEE.

LESSEE does hereby acknowledge, covenant and agrees as follows:

A. Purpose.

LESSEE desires to lease the premises described above for the following purposes: operate Eastern Montana Cremation Service (crematory) and holding facility (refrigerated unit).

LESSEE agrees to use the premises for the stated purpose and the stated purpose only, and covenants that he will not use or occupy said premises, or allow the same to be used or occupied, for any unlawful purpose or any purpose deemed extra hazardous on account of fire or otherwise.

B. Compliance with Laws.

LESSEE 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.

LESSEE acknowledges that he has carefully examined and inspected the premises and improvements and he is fully familiar and acquainted therewith, and agrees to accept the same in their present conditions, and that he 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.

LESSEE agrees to keep the premises and improvements thereon in good repair and upkeep and to preserve same in at least as good condition as they were at the date of this Agreement, 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.

E. Improvements.

Upon the expiration of this lease, the LESSEE may remove any improvements which he placed upon the property; provided, however, the premises shall be restored as nearly as possible to its original condition at the LESSEE'S expense.

F. Right to Inspect.

The CITY or 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 LESSEE is in compliance with the terms of this Agreement.

G. Utilities.

LESSEE agrees to pay for the use and maintenance of utility services on the premises, including gas, electricity, water and sanitation, if applicable.

H. Taxes and Assessments.

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

I. Indemnification.

LESSEE shall indemnify and hold the CITY, its officers, employees, agents, successors and assigns 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 LESSEE, his agents, employees or customers, and LESSEE hereby agrees to indemnify and hold harmless the CITY for any such loss or damage.

J. Insurance.

LESSEE agrees to maintain with a good and reputable insurance company a policy of fire and extended coverage insurance covering the improvements on the premises involved herein to the maximum insurable value, and said policy of insurance shall have a loss-payable clause specifically naming and covering the interests of the CITY. LESSEE further agrees to carry minimum liability insurance in the amount of ONE MILLION AND NO/100THS DOLLARS (\$1,000,000.00) each accident, and to carry Worker's Compensation Insurance as required by the laws of the State of Montana. The CITY shall be named as an additional insured on these policies. LESSEE shall provide evidence of said current and valid insurance on demand of the CITY.

K. Environmental Warranty.

LESSEE 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, LESSEE shall comply with all local, state and federal environmental laws and regulations.

LESSEE 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 LESSEE, 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.

L. Compliance with ADA.

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

M. Non-Discrimination.

LESSEE 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, race, creed, religion, color, or national origin.

V. ASSIGNABILITY OF INTEREST.

LESSEE shall not assign this Lease, nor sublet the premises, nor any part thereof, without the prior written consent of the CITY.

VI. DEFAULT.

If LESSEE 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 LESSEE shall fail to remedy such default within twenty (20) 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 this 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 LESSEE 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 re-let the premises for the remainder of LESSEE'S term for the highest rent obtainable and may recover from LESSEE any deficiency between the amount so obtained and the rent due hereunder from LESSEE.

VII. MISCELLANEOUS PROVISIONS.

It is further mutually understood and agreed as follows:

A. Oral Modifications Prohibited.

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

B. Renewal.

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 LESSEE gives to the other party written notice of cancellation of said Agreement. Said notice shall be given at least thirty (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.

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; provided, however, that no assignment by, from, through or under LESSEE in violation of the provisions hereof shall vest in the assignee(s) any right, title, or interest whatsoever.

E. Executed Copy.

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

F. Interpretation.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF MILES CITY

By:

[Signature]
ITS MAYOR

ATTEST:

Patricia A. Hess
CITY CLERK

BULLIS-GRAVES MEMORIAL
CHAPEL/EASTERN MONTANA
CREMATION SERVICE, LESSEE:

Martin E. Lawrence
Bullis-Graves Memorial Chapel
EASTERN MONTANA CREMATION SERVICE

RESOLUTION NO. 3557

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONSTRUCTION AGREEMENT WITH JARRETT CONSTRUCTION, INC., FOR REPAIRS TO THE FLOOD LEVEE.

WHEREAS, the City has advertised for and accepted bids for repairs to the flood levee adjacent to the City of Miles City;

AND WHEREAS, Jarrett Construction, Inc., of 709 South Cale, Miles City, Montana 59301 was the lowest responsible bidder for such Project;

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

1. The Construction Agreement between the City of Miles City, Montana and Jarrett Construction, Inc., a Montana corporation, attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by this Council subject to final written approval of the City Attorney.

2. The Mayor of the City of Miles City, upon written approval of the City Attorney, is hereby empowered and authorized to execute said Construction Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and

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 Construction Agreement 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 9TH DAY OF OCTOBER, 2012.

C.A. Grenz, Mayor

ATTEST:

Rebecca Stanton, City Clerk

CONTRACT

THIS CONTRACT, made as of the 28th of September 2012, by and between the City of Miles City, hereinafter called the **OWNER** and Jarrett Construction, hereinafter called **CONTRACTOR**, that said **CONTRACTOR**, if a corporation organized under the laws of any state or other jurisdiction other than the State of Montana, represents that it is licensed and registered to do business in the State of Montana as provided by **TITLE 15, CHAPTER, R.C.M., 1947.**

"WITNESSETH" that whereas the **OWNER** intends to Design, construction and repair of levee damaged by high rainfall and downed trees.

hereinafter called the **PROJECT**, in accordance with the Drawings, Specifications and other Contract Documents prepared by the City Engineers Office, City of Miles City, Miles City, Montana, 59301, hereinafter called the **ENGINEER** and as such designated by the parties hereto as an agent for the Owner to protect the interests of the **OWNER** and to insure that the **CONTRACTOR'S** work is done in full compliance with the terms of this contract.

NOW, THEREFORE, THE OWNER and **CONTRACTOR** for the considerations herein set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the project included in the following units and items of the proposal, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract:

A. CONTRACT TIME: Work under this Contract shall be commenced upon written notice to proceed and shall be completed within **10** working days of the commencement of the Contract Time as defined in the General Conditions.

B. LIQUIDATED DAMAGES: Subject to the provisions of the General Conditions, the **OWNER** shall be entitled to liquidate damages in the amount of **TWO HUNDRED DOLLARS (\$200.00)**, for each working day delay in the completion of the **CONTRACT**.

C. SUB-CONTRACTORS: **THE CONTRACTOR** agrees to bind every sub-contractor by the terms of the **CONTRACT DOCUMENTS**. The **CONTRACT DOCUMENTS** shall not be construed as creating any contractual relation between any sub-contractor and the **OWNER**.

THE OWNER AGREES to pay and the **CONTRACTOR** agree to accept, in full payment for the performance of this **CONTRACT**, the **CONTRACT** amount of **__** **Forty-four thousand six hundred forth-six and 00/100 dollars (\$ 44,646.00)** based on the prices stipulated in the **PROPOSAL**, and in accordance with the provisions of the **CONTRACT DOCUMENTS**.

D. PROGRESS PAYMENTS will be made in accordance with the **GENERAL CONDITIONS**.

E. "CONTRACT DOCUMENTS": The term "**CONTRACT DOCUMENTS**" as used herein shall mean and include the "**GENERAL CONDITIONS**" hereto attached and the documents listed in said **GENERAL CONDITIONS**, all of which are by this reference incorporated into and made a part this **CONTRACT**. In the event that any provision of one **CONTRACT DOCUMENT** conflicts with the Provision of another **CONTRACT DOCUMENT**, the provision in that **CONTRACT DOCUMENT** first listed below shall

govern, except as otherwise specifically stated:

- a. (This Instrument)
- b. Performance and Payment Bond
- c. Addenda to **CONTRACT DOCUMENTS** (Lists)
- d. Legal and Procedural Documents:
 1. Proposal
 2. Proposal Guaranty
 3. Information for Bidders
 4. Advertisement for Bids
- e. Special Provisions
 1. Montana Public Works Standard Specification, Sixth Edition
- f. Drawings
- g. Detailed Specification Requirements
- h. General Conditions
- i. Information for Bidders

AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: All work shall be done under the general surveillance of the **ENGINEER**. The **ENGINEER** shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of **DRAWINGS** and **SPECIFICATIONS** and all questions as to the acceptable fulfillment of the **CONTRACT** on the part of **CONTRACTOR**. In acting in this capacity under this **CONTRACT**, the **ENGINEER** is acting as the agent of the **OWNER** to protect the interests of the **OWNER** and to insure that the **CONTRACTOR'S** work is done in full compliance with the terms of this **CONTRACT** and

this service does not include direction or supervision of the **CONTRACTOR'S** employees, agents or subcontractors, or the inspection of any of the equipment, installations, temporary storing, or any other of the **CONTRACTOR'S** operations or those of his subcontractors, to safeguard their agents or employees, or the general public, or to prevent damage to public or private property, this being the sole responsibility of the **CONTRACTOR**.

SUCCESSORS AND ASSIGNS: THIS CONTRACT and all of the covenants hereof shall insure to the benefit of, be binding upon the **OWNER** and **CONTRACTOR** respectively, and his partners, successors, assigns and legal representatives. **NEITHER THE OWNER** nor the **CONTRACTOR** shall have the right to assign or transfer his interests or obligations hereunder without written consent of the other party.

PREFERENCE FOR EMPLOYMENT OF MONTANA RESIDENTS AND PAYMENT OF PREVAILING WAGES: Pursuant to 18-2-403 MCA the **CONTRACTOR** is required to give preference to the employment of bona fide Montana residents in the performance of the work. The **CONTRACTOR** is required to pay:

- a. the travel allowance that is in effect and applicable to the district in which the work is being performed; and
- b. the standard prevailing rate of wages, including fringe benefits, that is in effect and applicable to the district in which the work is being performed.

Each **CONTRACTOR** and employer is required to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for not less than 3 years after the **CONTRACTOR'S** or employer's completion of work on the project.

Each **CONTRACTOR** is required to post a statement of all wages and fringe benefits in compliance with 18-2-423 MCA.

Attached hereto as Exhibit "A", and made a part hereof, is a statement, for each job classification, the standard prevailing wage rate, including fringe benefits, that the CONTRACTOR and employers shall pay during construction of the project;

NON-DISCRIMINATION: All hiring by CONTRACTOR must be on the basis of merit and qualifications and there shall not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this CONTRACT.

IN WITNESS WHEREOF, the parties have made and executed this CONTRACT the day and year first above written.

City of Miles City
OWNER
BY: _____
Chris Grenz
TITLE: Mayor
City of Miles City
BUSINESS ADDRESS
P.O. Box 910
Miles City, MT 59301
CITY STATE

Jarrett Construction
CONTRACTOR
BY: *Spencer Jarrett*
TITLE: pres.
709 S. Cole
Miles City MT
CITY STATE

The forgoing CONTRACT, including all contract documents which are a part thereof, if in due form according to law, and is hereby approved.

Miles City Planning Board
P.O. Box 910
Miles City, MT 89301

September 27, 2012

Mayor Grenz and City Council:

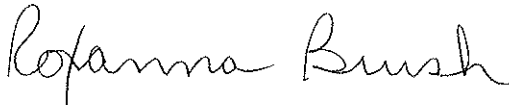
RE: SP 2012-03, Bobcat Building Site Plan

The Miles City Planning Board has reviewed this proposed site plan and conducted its public meeting on September 26, 2012.

After reviewing the site plan application, the Planning Board moved to recommend approval based on the following findings of fact and with the attached conditions (Attachment A). Please be advised that the building permit was issued and the building had commenced prior to the Planning Board approval.

Please schedule this for review by the City Council at your earliest convenience.

Respectfully submitted,

A handwritten signature in cursive script that reads "Roxanna Brush".

Roxanna Brush, President
Miles City Planning Board

SUMMARY OF FINDINGS

SP-2012-03, Bobcat Site Plan

Finding#1: The proposal is compliant with the zoning code because it meets all criteria listed for the GC zone including parking based on employee count and expected usage.

Finding #2. With a condition to access from Horizon Parkway approximately 235 feet from the western edge of the property there will be safe access because there is a good line of site.

Finding #3. With a condition for a 16 foot driveway width and a placement of a hydrant within 250 feet of the building, safety should be ensured.

Finding #4. The applicant's proposal for a detention pond will provide adequate site drainage control.

CONDITIONS APPROVAL

SP-2012-03, Bobcat Site Plan

Condition #1. Access shall be designed to access the site directly from Horizon Parkway at approximately 235 feet from the western edge of the property where a frontage road has been dedicated to the City. This access shall be a minimum of 16 feet wide and shall be completed prior to occupancy of the building.

Condition #2. A fire hydrant shall be installed within 250 feet of the building prior to occupancy of the building.

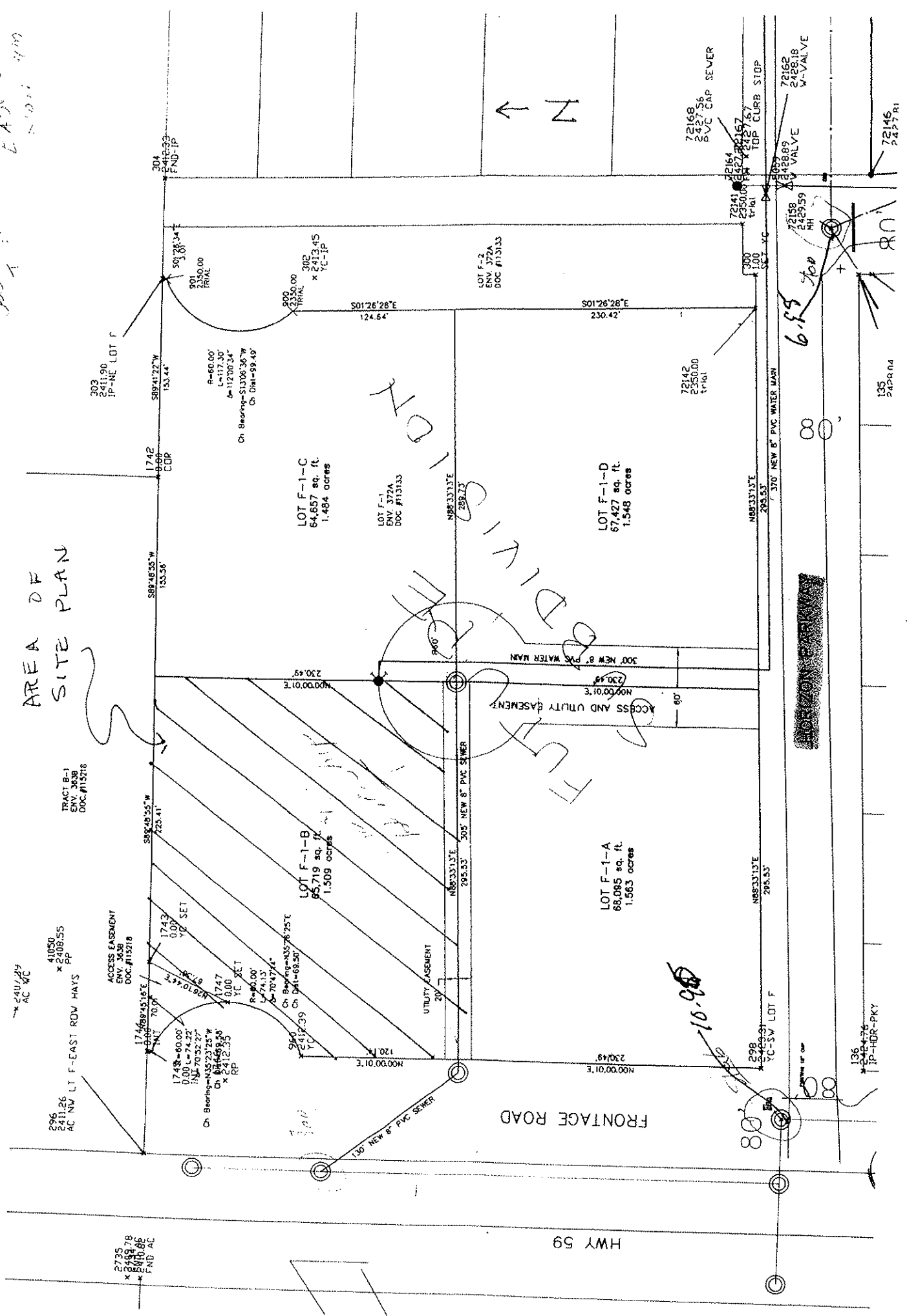
Condition #3. A detention pond as indicated on the site plan shall be installed.

Condition #4. The property owner will work with the City to ensure separation of the parking on the west side of the site from the existing City right-of-way.

Bobcat Building

Spec 1) k 0.7E
EASE 0.00
N 0.00 4.00

AREA OF SITE PLAN



VICINITY MAP

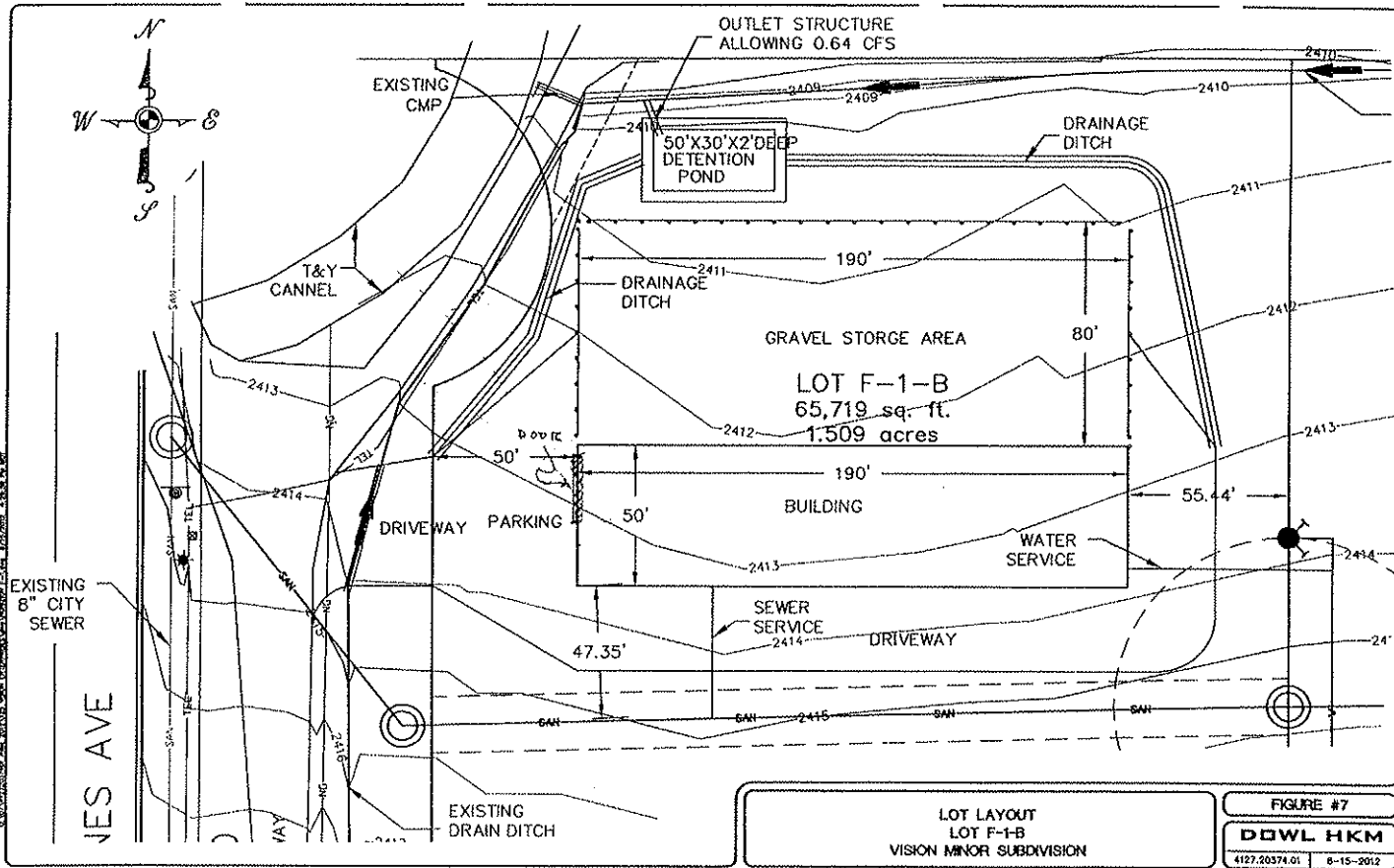
*** TX REPORT ***

JOB NO. 0792
ST. TIME 09/19 15:56
PGS. 1
SEND DOCUMENT NAME

TX IMCOMPLETE -----
TRANSACTION OK -----
ERROR

dbroadie@miles-city-mt.org

dianna broadie



10/05/12
12:58:01

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 1 of 21
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
121641	71834S	373	MASTERCARD	20,596.28					
		August bill cut in Sept business							
1	121641	09/07/12	OPERATING EXP	44.89			1000 3 410500	220	101000
2	121641	09/07/12	POSTAGE	6.14*			1000 3 410500	311	101000
3	121641	09/07/12	OFFICE SUPPLIES	514.17			1000 5 420140	210	101000
4	121641	09/07/12	SM ITEMS OF EQUIP	1,045.82			1000 5 420140	214	101000
5	121641	09/07/12	OPERATING EXP	370.10			1000 5 420140	220	101000
6	121641	09/07/12	FIREARM SUPPLIES	23.96			1000 5 420140	227	101000
7	121641	09/07/12	R & M SUPPLIES	1,000.91			1000 5 420140	230	101000
8	121641	09/07/12	POSTAGE	59.52			1000 5 420140	311	101000
9	121641	09/07/12	TRAVEL	614.38			1000 5 420140	370	101000
10	121641	09/07/12	OPERATING EXP	426.80			1000 5 420160	220	101000
11	121641	09/07/12	SM ITEMS OF EQUIP	29.97			1000 7 420460	214	101000
12	121641	09/07/12	OPERATING EXP	1,011.24			1000 7 420460	220	101000
13	121641	09/07/12	CLOTHING & UNIFORMS	46.48			1000 7 420460	226	101000
14	121641	09/07/12	R & M SUPPLIES	32.69			1000 7 420460	230	101000
15	121641	09/07/12	CONSUMABLE TOOLS	66.85			1000 7 420460	241	101000
16	121641	09/07/12	TELEPHONE	100.00			1000 7 420460	345	101000
17	121641	09/07/12	BUILDING MATERIALS	31.46			1000 7 420460	400	101000
18	121641	09/07/12	OFFICE SUPPLIES	28.48			1000 13 460433	210	101000
19	121641	09/07/12	SM ITEMS OF EQUIP	267.98			1000 13 460433	214	101000
20	121641	09/07/12	OPERATING EXP	127.32			1000 13 460433	220	101000
21	121641	09/07/12	CHEMICALS/LAB	1,325.00			1000 13 460433	222	101000
22	121641	09/07/12	R & M SUPPLIES	1,582.79			1000 13 460433	230	101000
23	121641	09/07/12	PROFESSIONAL SERV	114.00			1000 13 460433	350	101000
24	121641	09/07/12	R & M VEHICLES	510.26			1000 13 460433	363	101000
25	121641	09/07/12	OFFICE SUPPLIES	19.95			1000 201 431200	210	101000
26	121641	09/07/12	POSTAGE	17.25			1000 201 431200	311	101000
27	121641	09/07/12	OFFICE SUPPLIES	314.98			2220 16 460100	210	101000
28	121641	09/07/12	POSTAGE	111.73			2220 16 460100	311	101000
29	121641	09/07/12	BOOKS	75.32			2220 16 460100	382	101000
30	121641	09/07/12	POSTAGE	9.10			2270 37 440140	311	101000
31	121641	09/07/12	BOOKS	182.00			2394 18 420531	382	101000
32	121641	09/07/12	OPERATING EXP	75.27			2510 107 430220	220	101000
33	121641	09/07/12	CLOTHING & UNIFORMS	120.00			2510 107 430220	226	101000
34	121641	09/07/12	GAS/OIL	70.66			2510 107 430220	231	101000
35	121641	09/07/12	R & M VEHICLES	814.58			2510 107 430220	363	101000
36	121641	09/07/12	OPERATING EXP	18.82			2520 108 430220	220	101000
37	121641	09/07/12	CLOTHING & UNIFORMS	29.99			2520 108 430220	226	101000
38	121641	09/07/12	GAS/OIL	17.66			2520 108 430220	231	101000
39	121641	09/07/12	R & M VEHICLES	203.65			2520 108 430220	363	101000

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 2 of 21
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
40	121641	09/07/12	OFFICE SUPPLIES	192.89			2850 105 420140	210	101000
41	121641	09/07/12	TRAVEL	218.28			2850 105 420140	370	101000
42	121641	09/07/12	OFFICE SUPPLIES	163.38			2985 15 450330	210	101004
43	121641	09/07/12	POSTAGE	103.20			2985 15 450330	311	101004
44	121641	09/07/12	OPERATING EXP	27.49			5210 22 430530	220	101000
45	121641	09/07/12	CLOTHING & UNIFORMS	27.00			5210 22 430530	226	101000
46	121641	09/07/12	R & M SUPPLIES	30.67			5210 22 430530	230	101000
47	121641	09/07/12	CONSUMMABLE TOOLS	9.46			5210 22 430530	241	101000
48	121641	09/07/12	R & M VEHICLES	418.33			5210 22 430530	363	101000
49	121641	09/07/12	OPERATING EXP	870.41			5210 23 430550	220	101000
50	121641	09/07/12	R & M SUPPLIES	1,934.08			5210 23 430550	230	101000
51	121641	09/07/12	CURB STOP REPLACEMENT	134.58			5210 23 430550	235	102270
52	121641	09/07/12	POSTAGE	6.05			5210 23 430550	311	101000
53	121641	09/07/12	R & M VEHICLES	361.25			5210 23 430550	363	101000
54	121641	09/07/12	RIVERSIDE TANK DEMO	855.00			5210 23 430550	959	101000
55	121641	09/07/12	OPERATING EXP	44.87			5210 25 430510	220	101000
56	121641	09/07/12	POSTAGE	6.13			5210 25 430510	311	101000
57	121641	09/07/12	OFFICE SUPPLIES	1.90			5210 80 430540	210	101000
58	121641	09/07/12	OPERATING EXP	28.99			5210 80 430540	220	101000
59	121641	09/07/12	CLOTHING & UNIFORMS	27.00			5210 80 430540	226	101000
60	121641	09/07/12	R & M SUPPLIES	30.68			5210 80 430540	230	101000
61	121641	09/07/12	CONSUMMABLE TOOLS	9.46			5210 80 430540	241	101000
62	121641	09/07/12	OFFICE SUPPLIES	1.90			5210 22 430530	210	101000
63	121641	09/07/12	OPERATING EXP	1.50			5210 22 430530	220	101000
64	121641	09/07/12	POSTAGE	0.65			5210 22 430530	311	101000
65	121641	09/07/12	OPERATING EXP	44.87			5310 29 430610	220	101000
66	121641	09/07/12	POSTAGE	6.13			5310 29 430610	311	101000
67	121641	09/07/12	POSTAGE	2.05			5310 31 430630	311	101000
68	121641	09/07/12	R & M VEHICLES	361.25			5310 31 430630	363	101000
69	121641	09/07/12	OFFICE SUPPLIES	1.01			5310 32 430690	210	101000
70	121641	09/07/12	OPERATING EXP	0.79			5310 32 430690	220	101000
71	121641	09/07/12	CLOTHING & UNIFORMS	14.39			5310 32 430690	226	101000
72	121641	09/07/12	OFFICE SUPPLIES	1.51			5310 33 430640	210	101000
73	121641	09/07/12	OPERATING EXP	16.62			5310 33 430640	220	101000
74	121641	09/07/12	CHEMICALS/LAB	29.52			5310 33 430640	222	101000
75	121641	09/07/12	CLOTHING/UNIFORMS	21.60			5310 33 430640	226	101000
76	121641	09/07/12	R & M MAINTENANCE	29.28			5310 33 430640	230	101000
77	121641	09/07/12	POSTAGE	11.05			5310 33 430640	311	101000
78	121641	09/07/12	R & M VEHICLES	414.82			5310 33 430640	363	101000
79	121641	09/07/12	OPERATING EXP	127.23			5510 10 420730	220	101000
80	121641	09/07/12	CHEMICALS/LAB	861.89			5510 10 420730	222	101000
81	121641	09/07/12	TELEPHONE	52.47			5510 10 420730	345	101000

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 3 of 21
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
82	121641	09/07/12	OFFICE SUPPLIES	288.02			5610 87 430300	210	101000
83	121641	09/07/12	SM ITEMS OF EQUIP	210.66			5610 87 430300	214	101000
84	121641	09/07/12	OPERATING EXP	94.50*			5610 87 430300	220	101000
85	121641	09/07/12	R & M SUPPLIES	357.30			5610 87 430300	230	101000
86	121641	09/07/12	GAS/OIL	223.08			5610 87 430300	231	101000
87	121641	09/07/12	TIRES	374.00*			5610 87 430300	239	101000
88	121641	09/07/12	OFFICE SUPPLIES	2.08			6040 910 430220	210	101000
89	121641	09/07/12	R & M SUPPLIES	82.84			6040 910 430220	230	101000
121642	71835S	1921	Montana Municipal Interlocal	51,919.50					
1	121642	09/11/12	HEALTH/DENTALVISION : SEPT	51,919.50			1000 362022		101000
121643	71837S	2450	POSTMASTER (UTILITIES)	1,060.16					
1	121643	09/12/12	WTR RATE CHNGE POSTCARDS	1,060.16			5210 25 430510	311	101000
121644	71840S	1721	MID RIVERS TELEPHONE CORP	131.80					
1	121644	09/12/12	TELEPHONE	131.80		15234	2850 105 420140	345	101000
121645	71841S	2865	DEPT OF ENVIRONMENTAL QUALITY	250.00					
1	121645	09/13/12	APPLICATION FEE	250.00		156245	5210 23 430550	350	101000
			L1300217						
121646	71843S	999999	WESTERN MUNICIPAL CONSTRUCTION	11,137.50					
1	121646	09/13/12	TONGUE RVR WTRMN REPL	11,137.50*		15625	2260 202 431200	940	101000
121647	71842S	771	DEPT OF REVENUE	112.50					
1	121647	09/13/12	GROSS RCPT WTH: WEST MUN CONST	112.50*		15626	2260 202 431200	940	101000
121648	71844S	1010	STOCKMAN BANK	132.35					
1	121648	09/17/12	NSF - SLOAN	66.18*			5210 25 430510	513	101000
2	121648	09/17/12	NSF - SLOAN	66.17*			5310 29 430610	513	101000
121649	71845S	999999	PITTSBURG TANK & TOWER	39,196.47					
			8/6/12 to 8/30 12: PMT #1 FOR RIVERSIDE PARK 1911 TANK DEMOLITION						
1	121649	09/18/12	PMT #1 RIVERSIDE PK1911 DEMO	39,196.47		15627	5210 23 430550	959	101000
			8/6 to 8/30						
121650	71846S	523	CITY SERVICE, INC.	40,289.00					
1	121650	09/19/12	10,000 GALLON JET A FUEL	40,289.00*		15452	5610 87 430300	237	101000
			925362						

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 4 of 21
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
121651	71847S	520	CITY OF MILES CITY	363.36					
1	121651	09/19/12	VA WTH AMB OVRPMT FRM WTR PMT	363.36			5510 342026		101000
121652	71849S	999999	MARK REDDICK	264.00					
1	121652	09/20/12	TRAVEL FOR ICAC TRNG	264.00			1000 5 420140	370	101000
121653	71848S	277	COMDATA	11,547.88					
1	121653	09/20/12	FUEL	161.78			5210 22 430530	231	101000
2	121653	09/20/12	FUEL	40.44			5210 80 430540	231	101000
3	121653	09/20/12	FUEL	249.04			5310 32 430690	231	101000
4	121653	09/20/12	FUEL	127.97			5310 33 430640	231	101000
5	121653	09/20/12	FUEL	981.94			1000 13 460433	231	101000
6	121653	09/20/12	FUEL	1,749.65*			5210 107 430220	231	101000
7	121653	09/20/12	FUEL	437.41			2520 108 430220	231	101000
8	121653	09/20/12	FUEL	984.07			5210 23 430550	231	101000
9	121653	09/20/12	FUEL	984.08			5310 31 430630	231	101000
10	121653	09/20/12	FUEL	286.94		15455	5610 87 430300	231	101000
11	121653	09/20/12	FUEL	1,226.77		15160	1000 7 420460	231	101000
12	121653	09/20/12	FUEL	947.76		15160	5510 10 420730	231	101000
13	121653	09/20/12	FUEL	2,993.65		15715	1000 5 420140	231	101000
14	121653	09/20/12	FUEL	189.38		15715	1000 21 440600	231	101000
15	121653	09/20/12	FUEL	187.00		15715	1000 5 420160	231	101000
121654	71854S	311	INDUSTRIAL TOWEL	265.04					
1	121654	09/20/12	OPERATING EXPENSES	102.18		15806	1000 8 411230	220	101000
30607,32945,35012									
2	121654	09/20/12	CONTR R & M	31.88		15715	1000 5 420140	360	101000
35018,30613									
3	121654	09/20/12	CONTR R & M	37.98		15330	5210 80 430540	360	101000
30636,35041									
4	121654	09/20/12	CONTR R & M	41.72		153303	5310 33 430640	360	101000
0610,35015									
5	121654	09/20/12	CONTR R & M	51.28		15806	6040 910 430220	220	101000
30608,62946,35013									
121655	71855S	2830	STAR PRINTING & SUPPLY	789.49					
1	121655	09/21/12	OFFICE SUPPLIES	179.75			1000 3 410500	210	101000
183268,183429,184244,184299									
2	121655	09/21/12	OFFICE SUPPLIES	179.75			5210 25 430510	210	101000
3	121655	09/21/12	OFFICE SUPPLIES	179.75			5310 29 430610	210	101000
4	121655	09/21/12	PRINTING	87.68		155161	2220 16 460100	320	101000
183989									

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 5 of 21
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
5	121655	09/21/12	POSTAGE	12.34		15519	2220	16	460100	311		101000
178811,178754												
6	121655	09/21/12	PRINTING	28.53		15143	1000	7	420460	320		101000
183987												
7	121655	09/21/12	PRINTING	28.53		15143	5510	10	420730	320		101000
8	121655	09/21/12	OPERATING EXPENSES	93.16		15720	1000	5	420140	220		101000
183258												
121656	71853S	1120	GLADER ELECTRIC CO	11,250.00								
1	121656	09/21/12	INSTALL VFD ON PUMP #1	11,250.00		15631	5210	23	430550	940		101000
67916												
121657	71856S	790	DPC INDUSTRIES	970.93								
1	121657	09/21/12	2000# CHLORINE	946.93		15334	5210	80	430540	222		101000
2	121657	09/21/12	DEMURRAGE	24.00		15334	5310	33	430640	222		101000
121658	71857S	999999	PITNEY BOWES PURCHASE POWER	1,039.00								
1	121658	09/21/12	PURCHASE POWER -TO CLOSE A/C	1,039.00*			1000	3	410500	311		101000
2012255												
121659	71861S	4009	PITNEY BOWES RESERVE ACCOUNT	1,000.00								
1	121659	09/24/12	PRE-PAID POSTAGE	1,000.00*			1000	3	410500	311		101000
121660	71860S	4008	PITNEY BOWES	267.12								
1	121660	09/24/12	QUARTERLY STATEMENT-PSJ METER	89.04*			1000	3	410500	311		101000
2	121660	09/24/12	QUARTERLY STATEMENT-PSJ METER	89.04			5210	25	430510	311		101000
3	121660	09/24/12	QUARTERLY STATEMENT-PSJ METER	89.04			5310	29	430610	311		101000
121661	71858S	523	CITY SERVICE, INC.	38,325.26								
1	121661	3003	GL 100 11; 5903 GL JET A	38,325.26*		15458	5610	87	430300	237		101000
926525, 926525												
121662	71862S	1970	MONTANA DAKOTA UTILITIES	31,710.08								
1	121662	09/24/12	ELECTRIC/GAS	276.51		15159	1000	7	420460	341		101000
2	121662	09/24/12	ELECTRIC/GAS	8.98		15159	1000	7	420460	344		101000
3	121662	09/24/12	ELECTRIC/GAS	553.84			1000	8	411230	341		101000
4	121662	09/24/12	ELECTRIC/GAS	24.25			1000	8	411230	344		101000
5	121662	09/24/12	ELECTRIC/GAS	686.29			1000	13	460433	341		101000
6	121662	09/24/12	ELECTRIC/GAS	43.78			1000	13	460433	344		101000
7	121662	09/24/12	ELECTRIC/GAS	211.05			1000	14	460445	341		101000
8	121662	09/24/12	ELECTRIC/GAS	78.26			1000	21	440600	341		101000
9	121662	09/24/12	ELECTRIC/GAS	17.92			1000	21	440600	344		101000

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 6 of 21
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
10	121662	09/24/12	ELECTRIC/GAS	631.00		15522	2220 16 460100	341	101000
11	121662	09/24/12	ELECTRIC/GAS	23.71		15522	2220 16 460100	344	101000
12	121662	09/24/12	ELECTRIC/GAS	9,458.21			2400 46 430263	341	101000
13	121662	09/24/12	ELECTRIC/GAS/RENTAL	4,052.80			2400 46 430263	533	101000
14	121662	09/24/12	ELECTRIC/GAS	1,728.07			2420 48 430263	341	101000
15	121662	09/24/12	ELECTRIC/GAS/RENTAL	664.90			2420 48 430263	533	101000
16	121662	09/24/12	ELECTRIC/GAS	122.14			2430 49 430263	341	101000
17	121662	09/24/12	ELECTRIC/GAS	1,055.26			2440 50 430263	341	101000
18	121662	09/24/12	ELECTRIC/GAS	261.77			2470 72 430263	341	101000
19	121662	09/24/12	ELECTRIC/GAS/RENTAL	304.12			2470 72 430263	533	101000
20	121662	09/24/12	ELECTRIC/GAS/RENTAL	56.85			2480 47 430263	341	101000
21	121662	09/24/12	ELECTRIC/GAS/RENTAL	57.08			2510 107 430220	341	101000
22	121662	09/24/12	ELECTRIC/GAS/RENTAL	6.36			2510 107 430220	344	101000
23	121662	09/24/12	ELECTRIC/GAS/RENTAL	4.30			2520 108 430220	341	101000
24	121662	09/24/12	ELECTRIC/GAS/RENTAL	1.58			2520 108 430220	344	101000
25	121662	09/24/12	ELECTRIC/GAS/RENTAL	5,392.27			5210 22 430530	341	101000
26	121662	09/24/12	ELECTRIC/GAS/RENTAL	28.12			5210 22 430530	344	101000
27	121662	09/24/12	ELECTRIC/GAS/RENTAL	10.76			5210 23 430550	341	101000
28	121662	09/24/12	ELECTRIC/GAS/RENTAL	3.98			5210 23 430550	344	101000
29	121662	09/24/12	ELECTRIC/GAS/RENTAL	10.76			5310 31 430630	341	101000
30	121662	09/24/12	ELECTRIC/GAS/RENTAL	3.98			5310 31 430630	344	101000
31	121662	09/24/12	ELECTRIC/GAS/RENTAL	869.39			5310 32 430690	341	101000
32	121662	09/24/12	ELECTRIC/GAS/RENTAL	18.45			5310 32 430690	344	101000
33	121662	09/24/12	ELECTRIC/GAS/RENTAL	3,498.59			5310 33 430640	341	101000
34	121662	09/24/12	ELECTRIC/GAS/RENTAL	276.50		15159	5510 10 420730	341	101000
35	121662	09/24/12	ELECTRIC/GAS/RENTAL	10.00		15159	5510 10 420730	344	101000
36	121662	09/24/12	ELECTRIC/GAS/RENTAL	854.62		15454	5610 87 430300	341	101000
37	121662	09/24/12	ELECTRIC/GAS/RENTAL	59.55		15454	5610 87 430300	344	101000
38	121662	09/24/12	ELECTRIC/GAS/RENTAL	318.34			6040 910 430220	341	101000
39	121662	09/24/12	ELECTRIC/GAS/RENTAL	25.74			6040 910 430220	344	101000
121663	71863S	999999	AL HOMME	643.79					
1	121663	09/26/12	FALL JUDGE'S CONFERENCE	643.79		16002	1000 6 410300	370	101000
121664	71865S	999999	SANDRA K PEARCY	68.00					
1	121664	09/26/12	FALL CLERK'S CONFERENCE	68.00		16001	1000 6 410300	370	101000
121665	71864S	999999	GAIL KREZELAK	386.57					
1	121665	09/26/12	FALL CLERK'S CONFERENCE	386.57		16003	1000 6 410300	370	101000

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 7 of 21
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
121666	71871S	999999 NOBLE INDUSTRIAL SUPPLY CORP	253.90					
1	121666	09/26/12 ANTISEPTIC HAND SANITIZER SI94254	253.90		15723	1000 5 420140	220	101000
121667	71872S	975 FIREMANS FUND	1,845.00					
1	121667	09/26/12 CLOTHING ALLOT: JULY, AUG, SEP	1,845.00		15161	1000 7 420460	211	101000
121668	71873S	295 AMERI PRIDE	13.28					
1	121668	09/26/12 FLOOR MATS	13.28		15456	5610 87 430300	230	101000
121669	71874S	636 CRIDCO, LLC	18.00					
1	121669	09/26/12 DRINKING WATER 051407	18.00		15457	5610 87 430300	230	101000
121670	71875S	999999 ANNA RAPSON	265.78					
1	121670	09/26/12 TRAVEL: LIB BOARD TRNG	265.78		15521	2220 16 460100	370	101000
121671	71876S	999999 BETTY LOU BERGER	200.78					
1	121671	09/26/12 TRAVE: LIB BOARD TRNG	200.78		15520	2220 16 460100	370	101000
121672	71877S	999999 BIG SKY LINEN & UNIFORM	106.06					
1	121672	09/30/12 FLOOR MATS 0058516	32.12		15721	1000 5 420140	360	101000
3	121672	09/30/12 rEPAIR & MAIN sERV	33.18			1000 8 411230	220	101000
4	121672	09/30/12 rEPAIR & MAIN sERV	20.62			6040 910 430220	220	101000
5	121672	09/30/12 rEPAIR & MAIN sERV	20.14			5210 22 430530	360	101000
121673	71878S	1345 INDUSTRIAL ELECTRONICS INC	198.00					
1	121673	09/30/12 PHONE LIGHT REPAIR C26263	198.00		15237	2850 105 420140	350	101000
121674	71879S	771 DEPT OF REVENUE	395.92					
1	121674	09/30/12 W/H: PITTSBURG T & T	395.92		15628	5210 23 430550	959	101000
121675	71880S	2151 MORRISON & MAIERLE INC	1,109.45					
1	121675	09/30/12 IT WORK 12760	271.95		15236	2850 105 420140	350	101000
2	121675	09/30/12 IT WORK 12680,12810	837.50		15238	2850 105 420140	350	101000

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 8 of 21
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
121676	71881S	999999 BETTY VAIL	239.55					
1	121676	09/30/12 TRAVEL: DIABETES SCREEN GRANT	239.55		16101	2985 15 450330	370	101004
121677	71882S	999999 DIANNA LARSON	19.17					
1	121677	09/30/12 REIMB:JULY PMT TO UNUM	19.17			7930 202000		101000
121678	71883S	999999 HANNAH NASH	5.60					
1	121678	09/30/12 REIMB:JULY PMT:UNUM	5.60			7930 202000		101000
121679	71884S	999999 MICHAEL WADE	6.90					
1	121679	09/30/12 REIMB:JULY PMT:UNUM	6.90			7930 202000		101000
121680	71885S	4000 AG PARTNERS. LLC	262.50					
1	121680	09/30/12 MONSANTO,CHEM	262.50		15817	1000 13 460433	222	101000
		1A1279						
121681	71886S	1182 DOWL HKM INC.	14,759.43					
1	121681	09/30/12 STREVELL WTRLN/STREET	930.11		15816	2510 107 430233	350	101000
6								
2	121681	09/30/12 STREVELL WTRLN/STREET	229.93		15816	2510 107 430235	350	101000
3	121681	09/30/12 STREVELL WTRLN/STREET	1,650.80		15816	5210 23 430550	957	101000
4	121681	09/30/12 RIVERSIDE CTEP	11,948.59		15816	1000 13 460433	936	101000
8								
121682	71887S	327 QUALITY SEPTIC & SEWER SERVICE	180.00					
1	121682	09/30/12 PORT-A-POTTY	180.00		15815	1000 13 460433	350	101000
		432,451						
121683	71888S	1737 MC AREA SOLID WASTE DISTRICT	25.00					
1	121683	09/30/12 ANIMAL DISPOSAL	25.00		15719	1000 21 440600	220	101000
		3380A						
121684	71889S	1120 GLADER ELECTRIC CO	424.49					
1	121684	09/30/12 FUSES/HANGER DR REPAIR	158.13		15451	5610 87 430300	367	101000
		67903						
2	121684	09/30/12 564-A-B HEATERS	81.32		15353	5310 32 430690	230	101000
		68497						
3	121684	09/30/12 LAMPS	185.04			1000 13 460433	230	101000

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 9 of 21
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
121685	71890S	1424 KRUTZFELDT & JONES LLP	502.50					
1	121685	09/30/12 PROFESSIONAL SERVICES 13607	502.50		15453	5610 87 430300	350	101000
121686	71891S	268 MILES CITY SANITATION INC.	43.00					
1	121686	09/30/12 PD GARBAGE SERVICES 29100951	43.00		15718	1000 5 420140	346	101000
121687	71892S	3291 BIG SKY CARWASH	38.18					
1	121687	09/30/12 CARWASH, PD CARS 09172012	13.72		15716	1000 5 420140	220	101000
3	121687	09/30/12 CARWASH, PD CARS	24.46			1000 5 420140	220	101000
121688	71893S	4001 CRITELLI COURIERS, INC.	200.00					
1	121688	09/30/12 TRANSP BOOKS CONTRACT (AUG) 17829	200.00		15518	2880 39 460100	311	101020
121689	71867S	660 CUSTER COUNTY CLERK & RECORDER	52.00					
1	121689	09/30/12 RECORD ANNEX RESOLUTION	52.00*			1000 36 411020	220	101000
121690	71894S	288 MILES CITY AREA CHAMBER OF	64.77					
1	121690	09/30/12 NEWSLETTER POSTAGE - SEPT 7122984	64.77		14597	2985 15 450330	311	101004
121691	71895S	316 DATA IMAGING SYSTEMS, INC	955.00					
1	121691	09/30/12 MONTHLY SERV AGRMT/DATA BKUP	286.47		I23888	1000 3 410500	360	101000
2	121691	09/30/12 MONTHLY SERV AGRMT/DATA BKUP	107.44*		I23888	5210 25 430510	360	101000
3	121691	09/30/12 MONTHLY SERV AGRMT/DATA BKUP	107.44*		I23888	5310 29 430610	360	101000
4	121691	09/30/12 MONTHLY SERV AGRMT/DATA BKUP	63.67		I23888	1000 1 410200	360	101000
5	121691	09/30/12 MONTHLY SERV AGRMT/DATA BKUP	148.35		I23888	1000 36 411020	360	101000
6	121691	09/30/12 MONTHLY SERV AGRMT/DATA BKUP	42.66		I23888	5210 23 430550	360	101000
7	121691	09/30/12 MONTHLY SERV AGRMT/DATA BKUP	42.02		I23888	5310 31 430630	360	101000
8	121691	09/30/12 MONTHLY SERV AGRMT/DATA BKUP	61.12		I23888	2510 107 430220	360	101000
9	121691	09/30/12 MONTHLY SERV AGRMT/DATA BKUP	24.19		I23888	2520 108 430220	360	101000
10	121691	09/30/12 MONTHLY SERV AGRMT/DATA BKUP	71.64		I23888	1000 9 410540	360	101000
121692	71896S	2322 OLNES & ASSOCIATES PC CPA'S	14,250.00					
1	121692	09/30/12 WORK IN PROG: 6/30/12 AUDIT	14,250.00		I 6531	1000 3 410500	350	101000

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 10 of 21
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
121693	71897S	368 TUMBLEWOOD DEVELOPMENT INC	2,666.66					
1	121693	09/30/12 HEALTH & SANITARIAN CONT SERV	2,666.66		I 6531	2270 37 440140	350	101000
		2927						
121694	71898S	413 BROWN & HUSS, PC	100.00					
1	121694	09/30/12 PROFESSIONAL SERVICES	100.00			1000 4 411100	350	101000
		37128						
121695	71899S	999999 STEVE RICE	75.00					
1	121695	09/30/12 3rd QTR PMT: POLICE COMM	75.00			1000 5 420140	350	101000
121696	71900S	999999 C.A. GRENZ	172.50					
1	121696	09/30/12 TRAVEL TO BILLINGS	172.50			1000 1 410200	370	101000
121697	71901S	999999 ED CURNAN	75.00					
1	121697	09/30/12 3RD QTR PMT: POLICE COMM	75.00			1000 5 420140	350	101000
121698	71902S	999999 MARK HILDERBRAND	75.00					
1	121698	09/30/12 3RD QTR PMT: POLICE COMM	75.00			1000 5 420140	350	101000
121699	71903S	237 CPI COLLECTION PROFESSIONALS INC	2.50					
1	121699	09/30/12 WATER/SEWER COLLECTIONS	1.25			5210 25 430510	350	101000
2	121699	09/30/12 WATER/SEWER COLLECTIONS	1.25			5310 29 430610	350	101000
121700	71904S	2450 POSTMASTER (UTILITIES)	950.00					
1	121700	09/30/12 WATER/SEWER BILLS: POSTAGE	475.00			5210 25 430510	311	101000
2	121700	09/30/12 WATER/SEWER BILLS: POSTAGE	475.00			5310 29 430610	311	101000
121701	71905S	999999 JASON BEDNAR	76.90					
1	121701	09/30/12 JASON BEDNAR	76.90		15707	1000 5 420140	370	101000
121702	71906S	395 VA MONTANA HEALTHCARE SYSTEM	505.02					
1	121702	09/30/12 OFFICE LEASE: 3RD QTR 2012	505.02			2985 15 450300	530	101000
121703	71907S	999999 PRAIRIE SKY PROMOTIONS	446.00					
1	121703	09/30/12 ICE SCRAPERS	446.00		14598	2985 15 450330	210	101004
		356						

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 11 of 21
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
121704	71869S	4002 MUNICIPAL EMERGENCY SERVICES, 1 121704 09/28/12 FLOW TEST;REPAIRS;PARTS 0322109_SNV	539.60 539.60		14598	5610 87 430300	360	101000
121705	71868S	1571 MACS FRONTIERLAND 1 121705 09/28/12 REPAIR:2007 F550 RO#136397	79.95 79.95		14598	5610 87 430300	231	101000
121706	71908S	999999 MONTANT DEPT OF AGRICULTURE, AG 1 121706 09/30/12 TRAINING MANUALS: SPEELMON 2 121706 09/30/12 TRAINING MANUALS: SPEELMON	19.00 11.40 7.60		15356 15356	5310 33 430640 5310 32 430690	382 382	101000 101000
121707	71909S	999999 TMG SERVICES 1 121707 09/30/12 INJECTION REPAIR KIT 0033704	100.88 100.88		15327	5310 33 430640	230	101000
121708	71910S	902 ENERGY LABORATORIES INC 1 121708 09/30/12 CHEMICALS/LAB 2 121708 09/30/12 CHEMICALS/LAB	1,350.00 633.00 717.00		15355 15355	5210 80 430540 5310 33 430640	222 222	101000 101000
121709	71911S	1235 HCL EQUIPMENT INC 1 121709 09/30/12 SPROCKET & SCREWS 16229	63.36 63.36		15354	5310 32 430690	230	101000
121710	71912S	1986 JACKS BODY SHOP 1 121710 09/30/12 TOWING 15728	506.00 506.00			1000 5 420140	220	101000
121711	71913S	999999 INDUSTRIAL SERVICE & EQUIPMENT 1 121711 09/30/12 AIR DRYER MAINT SERVICE KIT 1254	147.18 147.18		15352	5210 22 430530	230	101000
121712	71914S	790 DPC INDUSTRIES 1 121712 09/30/12 2000# CHLORINE 72700343-12 2 121712 09/30/12 2000# CHLORINE DE7200MO-12	1,445.85 1,376.85 69.00		15349 15349	5210 80 430540 5310 33 430640	222 222	101000 101000

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 12 of 21
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
121713	71915S	639	CUSTER CO HEALTH DEPT	124.00					
1	121713	09/30/12	HEP A-B-T-DAP; INJ FEE	37.20		15348	5210 22 430530	220	101000
		912012							
2	121713	09/30/12	HEP A-B-T-DAP; INJ FEE	37.20		15348	5210 80 430540	220	101000
3	121713	09/30/12	HEP A-B-T-DAP; INJ FEE	29.76		15348	5310 33 430640	220	101000
4	121713	09/30/12	HEP A-B-T-DAP; INJ FEE	19.84		15348	5310 32 430690	220	101000
121714	71916S	1047	MARILYNN FORMAN	350.00					
1	121714	09/30/12	P DEPT CLEANING-SEPT 2012	350.00		15725	1000 5 420140	350	101000
121715	71917S	1050	FRANKS BODY SHOP	115.00					
1	121715	09/30/12	2002 CHEVY VEHICLE TOW	115.00		15724	1000 5 420140	220	101000
		40684							
121716	71918S	700	CUSTER COUNTY WATER & SEWER	10,575.52					
1	121716	09/30/12	WTR/SWR COLLECTIONS: SEPT 2012	10,575.52			7980 211020		101000
121717	71919S	1737	MC AREA SOLID WASTE DISTRICT	575.45					
1	121717	09/30/12	QTRLY CHG: GARBAGE SERV	47.41			5510 10 420730	346	101000
		3419A							
2	121717	09/30/12	QTRLY CHG: GARBAGE SERV	47.42			1000 7 420460	346	101000
3	121717	09/30/12	QTRLY CHG: GARBAGE SERV	47.41			1000 8 411230	346	101000
4	121717	09/30/12	QTRLY CHG: GARBAGE SERV	237.06			1000 13 460433	346	101000
5	121717	09/30/12	QTRLY CHG: GARBAGE SERV	71.12			5210 22 430530	346	101000
6	121717	09/30/12	QTRLY CHG: GARBAGE SERV	47.41			5310 33 430640	346	101000
7	121717	09/30/12	QTRLY CHG: GARBAGE SERV	71.12			6040 910 430220	346	101000
8	121717	09/30/12	SWEEPER BROOMS	6.50		15822	2510 107 430220	220	101000
		119827							
121718	71920S	2120	MMCT & FOA	150.00					
1	121718	09/30/12	MEMBERSHIP DUES	150.00			1000 3 410500	334	101000
		121718							
121719	71921S	1859	MLEA	2,400.00					
1	121719	09/30/12	TRAINING	2,400.00			1000 5 420140	380	101000
		15726							
121720	71922S	355	BROWNS CUSTOM CONCRETE	2,500.00					
1	121720	09/30/12	CORNER & CURB-WASHINGTON & 7TH	2,500.00			2510 107 430235	230	101000

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 13 of 21
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
121721	71923S	800 DOEDEN CONSTRUCTION	232.16					
1	121721	09/30/12 REPAIR & MAIN SUPPLIES	154.78			5210 23 430550	234	102270
2	121721	09/30/12 REPAIR & MAIN SUPPLIES	77.38			5210 23 430550	235	102270
121722	71924S	3039 UTILITIES UNDERGROUND LOCATION	129.75					
1	121722	09/30/12 LOCATES	64.88			5210 23 430550	360	101000
2	121722	09/30/12 LOCATES	64.87			5310 31 430630	360	101000
121723	71925S	716 DANA KEPNER CO	3,711.00					
1	121723	09/30/12 METERS	3,711.00			5210 23 430550	220	101000
		15629						
121724	71926S	523 CITY SERVICE, INC.	21,306.78					
1	121724	09/30/12 JET FUEL	19,456.78*			5610 87 430300	237	101000
		927614						
2	121724	09/30/12 JET FUEL	1,850.00*			5610 87 430300	237	101000
		927614						
121725	71927S	721 DALES CLEANING SERVICE	875.00					
1	121725	09/30/12 CLEANING LIBRARY	325.00			2220 16 460100	360	101000
2	121725	09/30/12 CLEANING CITY HALL	550.00			1000 8 411230	360	101000
121726	71928S	999999 NORTHWEST DYNAMICS INSPECTION	413.83					
1	121726	09/30/12 SAFETY INSPECTIONS	165.53			2510 107 430220	363	101000
		11045						
2	121726	09/30/12 SAFETY INSPECTIONS	41.38			2520 108 430220	363	101000
3	121726	09/30/12 SAFETY INSPECTIONS	206.92			1000 13 460433	363	101000
121727	71929S	1286 DENNIS HIRSCH	8,208.28					
1	121727	09/30/12 SEPT BLDG PERMITS	8,208.28			2394 18 420531	350	101000
121728	71930S	925 FARMERS ELEVATOR	199.71					
1	121728	09/30/12 REPAIR & MAIN SUPP	150.00			1000 13 460433	230	101000
		6674						
2	121728	09/30/12 OIL	49.71			1000 13 460433	231	101000
		8990						
121729	71931S	4001 CRITELLI COURIERS, INC.	160.00					
1	121729	09/30/12 POSTAGE	160.00			2880 39 460100	311	101020
		18008						

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 14 of 21
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
121730	71932S	999999 SCOTT GRAY	80.24					
1	121730	09/30/12 CELL PHONE REIMB	64.19			2510 107 430220	345	101000
2	121730	09/30/12 CELL PHONE REIMB	16.05			2520 108 430220	345	101000
121731	71933S	2740 SHERWIN WILLIAMS	660.00					
1	121731	09/30/12 PAINT	528.00			2510 107 430220	230	101000
2	121731	09/30/12 PAINT	132.00			2520 108 430220	230	101000
121732	71934S	2560 REGAN PLUMBING & HEATING	83.72					
1	121732	09/30/12 REPAIR & MAIN SERV	69.50			1000 8 411230	360	101000
39919								
2	121732	09/30/12 REPAIR & MAIN SERV	14.22			1000 13 460433	230	101000
40043								
121733	71935S	291 ECOLAB PEST ELIMINATION DIV	56.60					
1	121733	09/30/12 PEST CONTROL	56.60			5610 87 430300	230	101000
8356481								
121734	71936S	394 BOSS INC	1,016.34					
1	121734	09/30/12 OFFICE SUPPLIES	199.75			1000 6 410300	210	101000
2	121734	09/30/12 SMALL EQUIP	320.00			1000 6 410300	214	101000
3	121734	09/30/12 OFFICE SUPPLIES	11.07			2510 107 430220	210	101000
4	121734	09/30/12 OFFICE SUPPLIES	2.77			2520 108 430220	210	101000
5	121734	09/30/12 OFFICE SUPPLIES	15.25			5210 23 430550	210	101000
6	121734	09/30/12 OFFICE SUPPLIES	15.25			5310 31 430630	210	101000
7	121734	09/30/12 OFFICE SUPPLIES	30.50			2394 18 420531	210	101000
8	121734	09/30/12 OFFICE SUPPLIES	44.09			1000 201 431200	210	101000
9	121734	09/30/12 OFFICE SUPPLIES	61.00			1000 36 411020	210	101000
10	121734	09/30/12 OFFICE SUPPLIES	58.68			1000 3 410500	210	101000
11	121734	09/30/12 OFFICE SUPPLIES	58.68			5210 25 430510	210	101000
12	121734	09/30/12 OFFICE SUPPLIES	58.68			5310 29 430610	210	101000
13	121734	09/30/12 OFFICE SUPPLIES	140.62			5510 10 420730	210	101000
121735	71937S	671 CUSTER COUNTY TREASURER	2,132.00					
1	121735	09/30/12 JULY-SWPT 2012	2,132.00			7467 212200		101000
121736	71938S	673 CUSTER NETWORK AGAINST DOMESTIC	3,579.50					
1	121736	09/30/12 JULY-SWPT 2012	3,579.50			7471 212500		101000

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 15 of 21
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
121737	71870S	2831 MILES CITY STAR ADVERTISING	1,882.80					
1	121737	10/03/12 LEGAL NOTICES	284.27			1000 3 410500	330	101000
2	121737	10/03/12 LEGAL NOTICES	284.27			5210 25 430510	330	101000
3	121737	10/03/12 LEGAL NOTICES	284.26			5310 29 430610	330	101000
4	121737	10/03/12 LEGAL NOTICES	22.00		15903	1000 36 411020	331	101000
5	121737	10/03/12 LEGAL NOTICES	280.00		15902	1000 13 460433	936	101000
6	121737	10/03/12 LEGAL NOTICES	44.00		15818	1000 201 431200	331	101000
7	121737	10/03/12 LEGAL NOTICES	394.00		15825	1000 201 431200	331	101000
8	121737	10/03/12 LEGAL NOTICES	290.00		15722	1000 5 420140	220	101000
121738	71939S	2910 TONGUE RIVER ELECTRIC	447.85					
1	121738	09/30/12 MICROWAVE SITE ELEC	46.01			2850 105 420140	341	101000
2	121738	09/30/12 SOUTHGATE ELEC	401.84			2450 51 430263	341	101000
121739	71940S	1407 KADRMAS LEE & JACKSON INC	1,785.00					
1	121739	09/30/12 GIS DATA MAINT	1,785.00			2850 105 420140	350	101000
121740	71941S	498 CENTURY LINK	1,965.87					
1	121740	09/30/12 911 PHONE SYS	1,965.87			2850 105 420140	345	101000
121741	71942S	1721 MID RIVERS TELEPHONE CORP	2,934.98					
1	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	121.34			1000 6 410300	345	101000
2	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	149.92			2220 16 460100	345	101000
3	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	120.15			2220 16 460100	347	101000
4	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	288.21			2850 105 420140	345	101000
5	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	121.96			2985 15 450300	345	101000
6	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	92.51			5610 87 430300	345	101000
7	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	36.74			5610 87 430300	319	101000
8	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	37.60			5610 87 430300	347	101000
9	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	34.77			1000 1 410200	345	101000
10	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	54.51			1000 3 410500	345	101000
11	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	19.52			1000 3 410500	347	101000
12	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	8.38			1000 4 411100	345	101000
13	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	316.85			1000 5 420140	345	101000
14	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	65.60			1000 5 420140	347	101000
15	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	285.56			1000 5 420160	345	101000
16	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	165.58			1000 7 420460	345	101000
17	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	42.36			1000 7 420460	347	101000
18	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	8.38			1000 9 410540	345	101000
19	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	41.74			1000 13 460433	345	101000
20	121741	09/30/12 TELEPHONE/INTERNET/CABLE/LD	37.60			1000 13 460433	347	101000

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 16 of 21
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
21	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	37.32			1000 21 440600	345	101000
22	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	78.14			1000 36 411020	345	101000
23	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	23.65			2394 18 420531	345	101000
24	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	71.22			2510 107 430220	345	101000
25	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	36.54			2520 108 430220	345	101000
26	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	78.42			5210 22 430530	345	101000
27	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	45.60			5210 22 430530	347	101000
28	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	40.70			5210 23 430550	345	101000
29	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	11.40			5210 23 430550	347	101000
30	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	50.88			5210 25 430510	345	101000
31	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	19.52			5210 25 430510	347	101000
32	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	50.86			5310 29 430610	345	101000
33	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	19.51			5310 29 430610	347	101000
34	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	40.69			5310 31 430630	345	101000
35	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	11.40			5310 31 430630	347	101000
36	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	35.72			5310 33 430640	345	101000
37	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	45.60			5310 33 430640	347	101000
38	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	113.17			5510 10 420730	345	101000
39	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	28.24			5510 10 420730	347	101000
40	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	35.72			6040 910 430220	345	101000
41	121741	09/30/12	TELEPHONE/INTERNET/CABLE/LD	11.40			6040 910 430220	347	101000
121742	71943S	870	EAST MAIN ANIMAL CLINIC	228.00					
1	121742	09/30/12	VET SERVICES	228.00			1000 21 440600	350	101000
121743	71944S	256	BARNEYS BLOCKS & HEADS	130.60					
1	121743	09/30/12	TURN ROTORS	130.60			1000 5 420140	230	101000
121744	71945S	2914	TOURISM BUSINESS IMPROVEMENT	3,015.00					
1	121744	09/30/12	TBID REVENUE SEPT	3,015.00			7370 212500		101000
121745	71946S	285	BADLANDS, INC.	52.00					
1	121745	09/30/12	VOLUNTER CABFARES	52.00			2985 15 450330	370	101004
121746	71947S	572	VERIZON WIRELESS	179.48					
1	121746	09/30/12	AIRPORT MGR, FUEL PHONE	179.48		15463	5610 87 430300	345	101000
121747	71948S	3039	UTILITIES UNDERGROUND LOCATION	162.89					
1	121747	09/30/12	LOCATES	81.45		15633	5210 23 430550	360	101000
2085072									
2	121747	09/30/12	LOCATES	81.44		15633	5310 31 430630	360	101000

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 17 of 21
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
121748	71949S	2830 STAR PRINTING & SUPPLY		2,795.91					
1	121748	09/30/12 OFFICE SUPPLIES/OP EXP		229.04			1000 3 410500	210	101000
2	121748	09/30/12 OFFICE SUPPLIES/OP EXP		229.03			5210 25 430510	210	101000
3	121748	09/30/12 OFFICE SUPPLIES/OP EXP		229.03			5310 29 430610	210	101000
4	121748	09/30/12 PRINTING		52.76		15526	2220 16 460100	320	101000
5	121748	09/30/12 OFF SUPPLIES/OP EXP		14.65		15526	2220 16 460100	210	101000
6	121748	09/30/12 OFF SUPPLIES/OP EXP		85.63		16102	2985 15 450330	220	101004
7	121748	09/30/12 OFF SUPPLIES/OP EXP		1,955.77		15733	1000 5 420140	220	101000
121749	71950S	999999 CARR LAW FIRM		425.00					
1	121749	09/30/12 PROFESSIONAL SERVICES		425.00			1000 4 411100	350	101000
121750	71951S	1921 Montana Municipal Interlocal		56,878.95					
1	121750	10/05/12 HEALTH INS - OCT 2012		56,878.95			1000 362022		101000
121751	71952S	373 MASTERCARD		25,270.39					
1	121751	10/05/12 OFFICE SUPP/OP EXP		10.98			1000 3 410500	210	101000
2	121751	10/05/12 BOOKS		305.99*			1000 3 410500	382	101000
3	121751	10/05/12 OFFICE SUPP		29.93*			1000 4 411100	210	101000
4	121751	10/05/12 OFFICE SUPP		613.24			1000 5 420140	210	101000
5	121751	10/05/12 SM ITEMS OF EQUIP		1,501.94			1000 5 420140	214	101000
6	121751	10/05/12 OP EXP		85.18			1000 5 420140	220	101000
7	121751	10/05/12 R & M SUPPLIES		827.94			1000 5 420140	230	101000
8	121751	10/05/12 POSTAGE		62.84			1000 5 420140	311	101000
9	121751	10/05/12 TRAVEL		2,202.82			1000 5 420140	370	101000
10	121751	10/05/12 OFF SUPP		64.17			1000 5 420160	210	101000
11	121751	10/05/12 TRAVEL		333.56			1000 5 420160	370	101000
12	121751	10/05/12 OFF SUPP		17.98			1000 7 420460	210	101000
13	121751	10/05/12 SM ITEMS OF EQUIP		119.90			1000 7 420460	214	101000
14	121751	10/05/12 OP EXP		355.38			1000 7 420460	220	101000
15	121751	10/05/12 R & M SUPPLIES		63.14			1000 7 420460	230	101000
16	121751	10/05/12 GAS, OIL		16.64			1000 7 420460	231	101000
17	121751	10/05/12 TELEPHONE		41.22			1000 7 420460	345	101000
18	121751	10/05/12 R & M VEHICLES		260.95*			1000 7 420460	364	101000
19	121751	10/05/12 OP EXP		48.00			1000 8 411230	220	101000
20	121751	10/05/12 OP EXP		257.45			1000 13 460433	220	101000
21	121751	10/05/12 R & M SUPPLIES		111.00			1000 13 460433	230	101000
22	121751	10/05/12 R & M VEHICLES		1,125.03			1000 13 460433	363	101000
23	121751	10/05/12 PARK & REC FACILITIES		760.69			1000 13 460433	936	101000
24	121751	10/05/12 R & M SUPPLIES		3.42			1000 21 440600	230	101000
25	121751	10/05/12 OFF SUPP		8.79			1000 201 431200	210	101000

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

Page: 18 of 21
Report ID: AF100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
26	121751 10/05/12 POSTAGE	23.95			1000 201 431200	311	101000	
27	121751 10/05/12 OFF SUPP	13.84			2220 16 460100	210	101000	
28	121751 10/05/12 JANITORIAL SUPPLIES	57.85			2220 16 460100	224	101000	
29	121751 10/05/12 POSTAGE	97.33			2220 16 460100	311	101000	
30	121751 10/05/12 BOOKS	723.22			2220 16 460100	382	101000	
31	121751 10/05/12 POSTAGE	45.00			2394 18 420531	311	101000	
32	121751 10/05/12 OFF SUPP	11.17			2510 107 430220	210	101000	
33	121751 10/05/12 R & M SUPPLIES	701.60			2510 107 430220	230	101000	
34	121751 10/05/12 GAS/OIL	67.20			2510 107 430220	231	101000	
35	121751 10/05/12 SIGN PARTS & SUPPLIES	80.04			2510 107 430220	242	101000	
36	121751 10/05/12 R & M VEHICLES	1,053.38			2510 107 430220	363	101000	
37	121751 10/05/12 OFF SUPP	2.79			2520 108 430220	210	101000	
38	121751 10/05/12 OP EXP	1,024.00			2520 108 430220	220	101000	
39	121751 10/05/12 CLOTHING & UNIFORMS	134.80			2520 108 430220	222	101000	
40	121751 10/05/12 R & M SUPPLIES	175.40			2520 108 430220	230	101000	
41	121751 10/05/12 GAS, OIL	16.80			2520 108 430220	231	101000	
42	121751 10/05/12 SIGN PARTS/SUPLIES	20.01			2520 108 430220	242	101000	
43	121751 10/05/12 R & M VEHICLES	263.34			2520 108 430220	363	101000	
44	121751 10/05/12 SMALL ITEMS OF EQUIP	425.00			2701 7 420466	214	101000	
45	121751 10/05/12 CLOTHING & UNIFORMS	47.27*			2850 105 420140	226	101000	
46	121751 10/05/12 R & M VEHICLES	39.95*			2850 105 420140	366	101000	
47	121751 10/05/12 TRAINING	379.00			2850 105 420140	380	101000	
48	121751 10/05/12 OFF SUPP	70.94			2985 15 450330	210	101004	
49	121751 10/05/12 POSTAGE	77.00			2985 15 450330	311	101004	
50	121751 10/05/12 OFF SUPP	6.74			5210 22 430530	210	101000	
51	121751 10/05/12 OP EXP	858.94			5210 22 430530	220	101000	
52	121751 10/05/12 R & M SUPPLIES	122.72			5210 22 430530	230	101000	
53	121751 10/05/12 R & M VEHICLES	205.41			5210 22 430530	363	101000	
54	121751 10/05/12 OFF SUPP	61.97			5210 23 430550	210	101000	
55	121751 10/05/12 OP EXP	616.54			5210 23 430550	220	101000	
56	121751 10/05/12 CLOTHING & UNIFORMS	11.50			5210 23 430550	226	101000	
57	121751 10/05/12 R & M SUPPLIES	998.88			5210 23 430550	230	101000	
58	121751 10/05/12 HYDRANT REPL/VALVES	465.52			5210 23 430550	234	101000	
59	121751 10/05/12 CURB STOP REPL	1,159.46			5210 23 430550	235	102270	
60	121751 10/05/12 POSTAGE	7.95			5210 23 430550	311	101000	
61	121751 10/05/12 R & M VEHICLES	305.06			5210 23 430550	363	101000	
62	121751 10/05/12 OFF SUPP	10.98			5210 25 430510	210	101000	
63	121751 10/05/12 BOOKS	305.99*			5210 25 430510	382	101000	
64	121751 10/05/12 OFF SUPP	6.74			5210 80 430540	210	101000	
65	121751 10/05/12 OP EXP	480.96			5210 80 430540	220	101000	
66	121751 10/05/12 CHEMICALS/LAB	367.34			5210 80 430540	222	101000	
67	121751 10/05/12 R & M SUPPLIES	109.78			5210 80 430540	230	101000	

10/05/12
12:58:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/12

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$							Cash	
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account				
68	121751 10/05/12 POSTAGE	19.23			5210 80 430540	311	101000				
69	121751 10/05/12 BOOKS	67.25			5210 80 430540	382	101000				
70	121751 10/05/12 OFF SUPP	10.98			5310 29 430610	210	101000				
71	121751 10/05/12 BOOKS	305.98*			5310 29 430610	382	101000				
72	121751 10/05/12 OFF SUPP	57.68			5310 31 430630	210	101000				
73	121751 10/05/12 OP EXP	159.90			5310 31 430630	220	101000				
74	121751 10/05/12 CLOTHING & UNIFORMS	11.49			5310 31 430630	226	101000				
75	121751 10/05/12 R & M SUPPLIES	23.51			5310 31 430630	230	101000				
76	121751 10/05/12 POSTAGE	2.05			5310 31 430630	311	101000				
77	121751 10/05/12 R & M VEHICLES	305.06			5310 31 430630	363	101000				
78	121751 10/05/12 OP EXP	23.60			5310 32 430690	220	101000				
79	121751 10/05/12 R & M SUPPLIES	24.02			5310 32 430690	230	101000				
80	121751 10/05/12 OP EXP	478.58			5310 33 430640	220	101000				
81	121751 10/05/12 CHEMICALS/LAB	16.99			5310 33 430640	222	101000				
82	121751 10/05/12 R & M SUPPLIES	22.11			5310 33 430640	230	101000				
83	121751 10/05/12 R & M VEHICLES	140.18			5310 33 430640	363	101000				
84	121751 10/05/12 SM ITEMS OF EQUIP	221.90			5510 10 420730	214	101000				
85	121751 10/05/12 OP EXP	62.56			5510 10 420730	220	101000				
86	121751 10/05/12 CHEMICALS/LAB	958.15			5510 10 420730	222	101000				
87	121751 10/05/12 TELEPHONE	100.00			5510 10 420730	345	101000				
88	121751 10/05/12 OFF SUPP	87.81			5610 87 430300	210	101000				
89	121751 10/05/12 R & M SUPPLIES	108.67			5610 87 430300	230	101000				
90	121751 10/05/12 GAS/OIL	5.52			5610 87 430300	231	101000				
91	121751 10/05/12 AVIATION FUEL	164.40*			5610 87 430300	237	101000				
92	121751 10/05/12 TELEPHONE	638.12			5610 87 430300	345	101000				
93	121751 10/05/12 OP EXP	29.90			6040 910 430220	220	101000				
94	121751 10/05/12 R & M SUPPLIES	343.21			6040 910 430220	230	101000				
		Total:	467,336.34								
			467,336.34								

10/05/12
12:58:02

CITY OF MILES CITY
Fund Summary for Claims
For the Accounting Period: 9/12

Page: 20 of 21
Report ID: AP110

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$180,344.64
2220 LIBRARY	
101000 Cash - Operating	\$3,278.04
2260 EMERGENCY DISASTER	
101000 Cash - Operating	\$11,250.00
2270 Health	
101000 Cash - Operating	\$2,675.76
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$8,489.43
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$13,511.01
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	\$2,392.97
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$122.14
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$1,055.26
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$401.84
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$565.89
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$56.85
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$7,625.01
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$2,603.48
2701 Fire Grants	
101000 Cash - Operating	\$425.00
2850 911 EMERGENCY	
101000 Cash - Operating	\$6,401.73
2880 LIBRARY GRANTS	
101020 Cash - Op/ILL	\$360.00
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	\$626.98
101004 RSVP Non-Federal Cash Operating	\$1,302.47
5210 WATER UTILITY	
101000 Cash - Operating	\$80,856.74
102270 Cash - Curb Stop Replacement Fee	\$1,526.20
5310 SEWER UTILITY	
101000 Cash - Operating	\$11,410.55
5510 AMBULANCE FUND	
101000 Cash - Operating	\$4,339.79
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$105,388.62
6040 PUBLIC WORKS	
101000 Cash - Operating	\$992.25
7370 TBID	
101000 Cash - Operating	\$3,015.00
7467 Law Enforcement Academy Surcharge	
101000 Cash - Operating	\$2,132.00
7471 CIVIL LEGAL ASSIST/VICTIM DOM VIOLENCE	

10/05/12
12:58:02

CITY OF MILES CITY
Fund Summary for Claims
For the Accounting Period: 9/12

Page: 21 of 21
Report ID: AF110

Fund/Account	Amount
101000 Cash - Operating	\$3,579.50
7930 CLAIMS FUND	
101000 Cash - Operating	\$31.67
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	\$10,575.52
Total:	\$467,336.34
