

# AGENDA

*Regular Council Meeting  
City Council Chambers*

*March 12, 2013  
7:00 p.m.*

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

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**
  - a. City Council Meeting 2/26/2013
  - b. Public Services Meeting 3/5/2013
  - c. Human Resources Meeting 3/6/2013
2. **SCHEDULE MEETINGS**
3. **REQUEST OF CITIZENS & PUBLIC COMMENT**
4. **APPOINTMENTS**
5. **PROCLAMATIONS**
6. **STAFF REPORTS**
  - a. Dennis Hirsch, Building Inspector - Discussion on ISO rating Building Code
  - b. Allen Kelm, Utilities Director- Swimming pool update
7. **CITY COUNCIL COMMENT**
  - a. Discussion on KLJ Floodplain and Flood Control Engineering Services Contract
8. **MAYOR COMMENTS**
  - a. Lease for Wilderness area (honda trails)
9. **PUBLIC HEARINGS**
10. **OLD BUSINESS**
11. **BID AWARD**
12. **BID OPENING**

13. NEW BUSINESS

- a. Request from M&L Enterprises for City to create a Special Improvement Construction District (SID) for paving, curb and gutter on Arrowhead Lane
- b. **RESOLUTION NO. 3580:** A Resolution Authorizing The City Of Miles City To Enter Into A Construction Agreement With Western Municipal Construction, Inc., A Montana Corporation, For Construction Of Strevell Area Street And Water Improvements
- c. **RESOLUTION NO. 3577:** Star Printing Contract
- d. **Recommendation from 3/5/13 Public Service Committee** to allow Keith Leininger 422 Missouri to construct a fence 4' from the curb on 5<sup>th</sup> Street and along the sidewalk on Missouri Street on City right-of-way.
- e. **Recommendation from 3/5/13 Public Service Committee** to bring forward to March 12<sup>th</sup> Council Meeting a request from Kiwanis' for donations for Wibaux Park Shelter project.
- f. **Recommendation from 3/6/13 Human Resource Committee** to adopt the Employee Performance Evaluation form and the Employee Performance Self Evaluation form for use for this current year excluding Police Department
- g. **Recommendation from 3/6/13 Human Resource Committee** that all City employees have a completed Performance Evaluation within 2 months.
- h. **Recommendation from Finance Committee** – Approve purchase of plotter & software
- i. **Approval of February Claims**

14. ADJOURNMENT

Public comment on any public matter that is not on the agenda of this meeting can be presented under a Request of Citizens provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings.

## REGULAR COUNCIL MEETING

February 26, 2013  
7:00 p.m.

### CALL TO ORDER

The Regular Council meeting was held Tuesday, February 26, 2013, in the Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Mayor C. A. Grenz called the meeting to order. Council Members present were Dwayne Andrews, Roxanna Brush, Mark Ahner, Jerry Partridge, John Uden, Bill Melnik and Sue Galbraith. Councilperson John Hollowell was absent.

Also present were Fire Chief Dale Berg, City Attorney Dan Rice, Finance Clerk Linda Wildman, Grant Administrator Dawn Colton, City Planner Dianna Broadie, Police Chief Doug Colombik, Public Utilities Director Al Kelm, Floodplain Administrator Sam Malenovsky, Human Resource/Payroll Officer Billie Burkhalter and Council Recorder City Clerk Becky Stanton.

### PLEDGE OF ALLEGIANCE

Mayor Grenz led the Council in the Pledge of Allegiance.

### APPROVAL OF COUNCIL & COMMITTEE MINUTES

#### **Regular Council Minutes – 2/12/2013**

- \*\* *Councilperson Uden moved to approve the minutes of the Regular Council Meeting of February 12, 2013, seconded by Councilperson Galbraith. The motion passed unanimously, 7-0.*

#### **Flood Control Minutes – 1/16/2013**

- \*\* *Councilperson Galbraith moved to approve the minutes of the Flood Control Meeting of January 16, 2013, seconded by Councilperson Uden. The motion passed unanimously, 7-0.*

#### **Finance Committee Minutes – 2/19/2013**

- \*\* *Councilperson Ahner moved to approve the minutes of the Finance Committee Meeting of February 19, 2013, seconded by Councilperson Brush. The motion passed unanimously, 7-0.*

## **SCHEDULE MEETINGS**

**Human Resource Committee:** Wednesday, March 6, at 12:00p.m.  
Noon

## **REQUEST OF CITIZENS & PUBLIC COMMENT**

Dave Swogger, Scout Master of Troop 222 of the Boy Scouts of America, introduced Andrew Grantham, Toby Stubblefield and Taylor Swogger. They are working on a merit badge in communications.

James Brown with KATL radio introduced himself to the Council. He will be attending meetings for his job at the radio station.

## **APPOINTMENTS**

-None

## **PROCLAMATIONS**

Mayor Grenz read the Mayors Day of Recognition for National Service Proclamation and proclaimed April 9, 2013 as National Service Recognition Day.

## **STAFF REPORTS**

-None

## **CITY COUNCIL COMMENTS**

Councilperson Andrews – the Leadership class went to a local business and was told by the owner that a woman on the City Council would not issue him a permit. That is not true. Not only is it erroneous information, but it puts a bad light on the Council and what they are doing. He asked if Mayor Grenz would call him and visit with him. Mayor Grenz agreed to do that.

Councilperson Uden – most City employees have not had an employee evaluation completed on them. He is asking that notice be given to the department heads to attend the Human Resources meeting on March 6 at 12:00 p.m. They will discuss it at this meeting

Councilperson Partridge – asked Director Kelm about the Poffenberger rental handicap sign. Director Kelm explained that he will contact him by the end of the month to determine if he has another handicap renter and if he does not, the sign will be taken down. Councilperson Partridge explained that while it may please the person who needs the parking spot, but it offends the entire neighborhood.

Councilperson Brush – stated there have been comments on miles-city.com. in reference to Land Grab. Apparently people are encroaching on City land and there were complaints about dead animal carcasses. If it is City land, it should be cleaned up and the encroachments investigated. Councilperson Ahner stated that Dick Mitchell of Security Abstract noted that the City of Miles City has a patent for that property and it could be used to determine if anyone is encroaching on City property. Linda Wildman noted that there is a book in the vault that shows all City property and documentation.

Councilperson Andrews – asked where the City was at in reference to the lots that Ken Stabler wanted to lease. Councilperson Ahner stated that the deadline for bidding on the lots is March 15<sup>th</sup>, and was advertised in the paper.

Councilperson Brush – Eric Doeden, M & L Enterprises, contacted her about problems they are having at Southgate. They expect to receive DEQ approval this week. He was supposed to contact her before the Council meeting and let her know, but he did not do so. He said they are hoping to start building the seven homes by the end of March. He indicated that they are having a problem with the road requirement for a paving, curb and gutter. They feel that part of the street by the lots they are building the seven homes on is only 600 feet and that the City is asking them to pave 1,470 feet. They cannot afford it. They were told by the City Planner that an SID is no longer an option for them. M & L Enterprises will bring this issue to another Council meeting.

City Planner Broadie explained that the Council was given three options on this matter, and they chose to have M & L Enterprises do the paving, curb and gutter as a condition of final plat. She mentioned that the City has given them the option of bonding for the cost of the paving, curb and gutter, and pay for it later. As far as DEQ is concerned, M & L Enterprises' engineer has not forwarded the proper information to receive DEQ approval.

## **MAYOR COMMENTS**

Mayor Grenz stated he would do job evaluations from 9:00 – 9:30 a. m. for the Chief of Police; from 9:30 – 10:00 a. m. for the Fire Chief; from 10:00 – 10:30 a. m. for the Public Utilities Director Al Kelm; from 10:30 a.m. – 11:00 a. m. for City Planner Dianna Broadie; and at 11:00 a. m. for the City Clerk. These will be held on Friday, March 1<sup>st</sup>.

The Mayor is getting quite a bit of push back on the pigeon thing. He feels it would be pertinent to step back at this time. A licensed applicator is needed and currently the City does not have one. City Attorney Rice clarified that the applicator needs to have passed a test for pests with vertebras.

Utilities Director Kelm explained that the roof for swimming pool is being reviewed. He will have an architect firm look at it as the roof trusses will have to be engineered.

### **PUBLIC HEARINGS**

-None

### **OLD BUSINESS**

-None

### **BID AWARDS**

#### **Parks Department: Tool Cat (See Resolution 3581)**

- \*\* *Councilperson Ahner moved to approve the award of the bid for the Tool Cat and the 68" angle broom to Riverside Marine and Cycle, a Montana LLC, d/b/a Bobcat of Miles City in the amount of \$43,007, seconded by Councilperson Melnik. The motion carried unanimously, 7-0.*

### **BID OPENING**

#### **Printing Contract for the City of Miles City**

City Clerk Stanton opened the only bid received for the printing contract which was from Star Commercial Printing.

- \*\* *Councilperson Ahner made a motion to approve the printing contract submitted by Star Commercial Printing, seconded by Councilperson Brush. The motion passed unanimously, 7-0.*

## NEW BUSINESS

### **Recommendation from Finance Committee Water/Sewer Debts to Collection**

- \*\* *Councilperson Ahner moved to approve sending the Water and Sewer debts to collection in the amount of \$5,940.15, seconded by Councilperson Melnik. The motion passed unanimously, 7-0.*

### **Recommendation from Finance Committee Approval of Pay Increase for Floodplain Administrator**

- \*\* *Councilperson Brush moved to approve the recommended pay increase, seconded by Councilperson Andrews.*

Floodplain Administrator Malenovsky explained she had received information that flood insurance rates will substantially increase. Many of the former ways to receive a discount are going away but developing a Community Rating System (CRS) program will lower rates. While she appreciates the increase that the Finance Committee has offered, she is asking for a \$2 per hour increase instead of the \$1.50 per hour increase and be retroactive back to April 2012 instead of July 2012.

Councilperson Ahner explained the former mayor had recommended an increase in pay for the Floodplain Administrator once she became certified. The Human Resources Committee meeting on April 18, 2012, discussed this matter stating a mayor cannot set a wage or promise a wage increase. The Finance Committee elected to go with the median rate of \$1.50 per hour and compromised on it being paid retroactively back to July 2012 instead of April 2012.

Councilperson Galbraith stated that it is important to take into consideration all the work the Floodplain Administrator has done and that she was nominated by the State of Montana as the top Floodplain Administrator. She believes she should be compensated for her experience and her work and believes that a \$2 per hour raise is more than fair.

Councilperson Ahner responded that the Finance Committee did consider the above and arrived at the above decision.

Councilperson Andrews asked Floodplain Administrator Malenovsky to explain to the Council her additional work load. She explained that National Flood Insurance Program (NFIP) is doing away with current subsidies over the next five years which will increase flood insurance premiums 25% each year until it meets the full risk rate premium. As a community, the City has to look at utilizing the CRS program to provide a discount to current and future flood premiums.

\*\* *Councilperson Galbraith moved that the Floodplain Administrator receive a \$2 per hour increase in pay, seconded by Councilperson Partridge. The motion failed 3-4, with Councilpersons Melnik, Uden, Ahner and Brush voting nay.*

\*\* *The original motion passed unanimously, 7-0.*

#### **Recommendation from Finance Committee Approval of Deputy City Clerk Salary**

\*\* *Councilperson Ahner moved to approve the Deputy City Clerk's salary of \$34,216 with a projected 2% increase effective January 1, 2013, seconded by Councilperson Andrews. The motion passed unanimously, 7-0.*

#### **Recommendation from Finance Committee Approval of Finance Clerk Salary**

\*\* *Councilperson Ahner moved to approve the Finance Clerk's salary of \$25 per hour for the remainder of this fiscal year, seconded by Councilperson Andrews. The motion passed unanimously, 7-0.*

#### **Recommendation from Finance Committee Purchase of Plotter & Software**

\*\* *Councilperson Brush moved to approve the purchase of the plotter and software for a total cost of \$21,250, seconded by Councilperson Melnik.*

Utilities Director Kelm explained this printer is also a copier that can copy maps, blueprints and such and also scans. Floodplain Administrator Malenovsky explained that in the packet there were two prices for licenses.



One is for a standard workgroup with up to two core licenses in the amount of \$4,750 and one for two desktop basic single use licenses for a price of \$2,700. With the basic single use licenses, the only users that would be able to access the license would be the Floodplain Administrator and the Grant Administrator. Grant Administrator Colton explained that the grant justification was that it could be used to scan old drawings, backup, archiving, and saving data in an offsite location. These items also contribute to the City's CRS rating.

Councilperson Ahner asked if the \$21,250 included the licenses to be placed on the server. Grant Administrator Colton explained that the City is going to purchase the desktop applications for two computers instead of the server application with concurrent user licenses. Councilperson Ahner stated that Public Utilities Director Kelm mentioned during the Finance Committee meeting he thought it was more efficient to have the concurrent user licenses to be placed on the server. He said that is what the Finance Committee wanted if it was within the \$21,250. Grant Administrator Colton said she would get a quote that included the concurrent user licenses.

\*\* *Councilperson Uden moved to table this issue until the cost is clarified.*

Councilperson Ahner stated that before the motion is tabled, the original motion is for \$21,250 and if the quote for the concurrent user licenses is still within the dollar limit, then the motion is good. If it is more, then the Council can come back at a subsequent meeting to address it.

\*\* *Councilperson Uden withdrew his motion to table this issue.*

Grant Administrator Colton noted that the grant amount will not change and Councilperson Ahner stated he just wanted to know if the software could be placed on the server so other employees can use it.

\*\* *The original motion passed unanimously, 7-0.*

#### **Handicap Parking Designation for Deb Kirkwood at 907 Garland**

\*\* *Councilperson Galbraith moved to accept the above, seconded by Councilperson Brush.*

Councilperson Partridge stated that he would vote for this but he has heard a lot about the confusion these handicapped parking spaces cause. He

believes in the future they need to be reviewed more carefully. They are not very popular in the neighborhoods.

\*\* *The original motion passed, 6-1, with Councilperson Ahner voting nay.*

**RESOLUTION 3581:** A Resolution Authorizing the City of Miles City to Purchase a 4 x 4 Utility Work Machine from Riverside Marine & Cycle, LLC, a Montana Limited Liability Company, *d/b/a* Bobcat of Miles City

\*\* *Councilperson Ahner moved to approve the Resolution, read by title only, seconded by Councilperson Melnik. The motion passed unanimously, 7-0.*

**RESOLUTION 3582:** A Resolution Approving A Real Property Lease Agreement Between The City Of Miles City And William Matzen For Continued Use Of Real Property For A City Impound Lot

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

Councilperson Ahner explained that the Finance Committee looked at other property for the impound lot but it would not be ready until next year. The Committee recommended approving this contract for this fiscal year and is looking at City owned property for the impound lot next year.

\*\* *The motion passed unanimously, 7-0.*

### **ADJOURNMENT**

\*\* *Councilperson Ahner made a motion to adjourn the meeting, seconded by Councilperson Brush. Motion passed unanimously.*

The meeting was adjourned at 8:00 p.m.

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**C.A. GRENZ, Mayor**

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**Becky Stanton, City Clerk**

**Public Services Committee Meeting  
March 5, 2013**

The **Public Service Committee** met Tuesday, March 5, 2013, at 6:00 pm in the City Hall conference room. Present were Committee Chairperson Sue Galbraith and Committee Members Jerry Partridge and Dwayne Andrews. Committee Member John Hollowell was absent. Also present were Mayor C.A. Grenz, Public Utilities Director Al Kelm, Historic Preservation Director Connie Muggli and Committee Recorder Finance Clerk Linda Wildman.

Chairperson Galbraith called the meeting to order.

**1. KEITH LEININGER, 422 MISSOURI: PERMISSION TO PUT UP A FENCE 4' FROM THE CURB ON 5<sup>TH</sup> STREET AND ALONG THE SIDEWALK ON MISSOURI STREET. THIS IS ON CITY PROPERTY.**

Mr. Leininger explained he would like to construct this fence for safety of his children. He has a limited front yard on 5<sup>th</sup> Street and would like to build his fence 4 foot from the curb and on Missouri along the sidewalk.

Committee Member Andrews asked why he did not choose to construct a fence in his back yard. Committee Member Andrews is concerned about continuing to allow people to build on City right-of-way.

Committee Member Partridge said the Council has approved fences being built similar to this situation such as Joe Menyhart about a year ago.

Utility Director Kelm pointed out there is an 80 foot easement on 5<sup>th</sup> Street with only 20' from back of curb. Director Kelm asked what type of fence and how high Mr. Leininger was asking to build as code allows a maximum 42 inch height. Mr. Leininger stated he would build a chain link fence with no slats and would keep it under the 42 inch height requirement.

**\*\*** *Committee Member Partridge moved to allow Mr. Leininger to install a fence 4' from the curb on 5<sup>th</sup> Street and along the sidewalk on Missouri Street, seconded by Chairperson Galbraith. Upon roll call vote, motion passed 2-1 with Committee Member Andrews voting against.*

**2. DISCUSSION ON KIWANIS' WIBAUX PARK PROJECT**

Mr. John Menyhart spoke representing the Kiwanis'. He presented a plan for projects the Kiwanis Club would like to do at the Wibaux Park Shelter. He explained they would like to do these projects in three phases and have \$500 currently for Phase I which would power wash the deck, repaint the shelter, signage and replace the new soap dispensers. Phase II

would be to replace exterior outlet covers, hand dryers, and the exhaust fan. Phase III would be the most costly by demolishing interior walls and installing new privacy partitions. Phase IV would be replacing door and trim and installing a new overhead door and wood trim. Phase V would be demolishing a perimeter of uneven asphalt and replacing it with concrete. They expect these phases to stretch over a year. The Kiwanis Club would appreciate any donation of trees or in-kind donation from the City to supplement their funding from private donations.

There was discussion of possible CTEP funds for sidewalk construction to the shelter and the frog pool for the handicapped. Director Kelm will meet with Grant Administrator Colton about any possible grants for this type of project.

Committee Member Andrews congratulated the Kiwanis Club for taking on this kind of project for the betterment of the community.

*\*\* Committee Member Andrews moved to recommend moving this item to the March 12<sup>th</sup> Council agenda as new business, seconded by Committee Member Partridge and passed 4-0.*

## **2. Request of Citizens**

There were no requests of citizens.

## **5. ADJOURNMENT**

*\*\* Having no further business Committee Member Partridge moved to adjourn the meeting, seconded by Committee Member Andrews and passed unanimously, 4-0.*

The meeting was adjourned at 6:30 p.m.

Respectfully Submitted:

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Susanna Galbraith, Chairperson

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Linda Wildman, Recorder

## Human Resources Committee

March 6, 2013

The **Human Resources Committee** met Wednesday, March 6, 2013, at 12:00 p.m. in the Conference Room at City Hall. Present were Committee Chairperson John Uden, Committee Members Bill Melnik, Mark Ahner and Roxanna Brush. Also present were Councilpersons John Hollowell, Jerry Partridge and Sue Galbraith, Mayor C.A. Grenz, Finance Clerk Linda Wildman, Police Chief Doug Colombik, Fire Chief Dale Berg, Flood Administrator Sam Malenovsky, Public Utilities Director Al Kelm, Program Administrator Dawn Colton, Community Service Planner Dianna Broadie and Committee Recorder HR/Payroll Officer Billie Burkhalter.

**1. Roll Call**

- Noted above

**2. Review job description of Dianna Larson**

Chairperson Uden explained that Dianna Larson could not attend this meeting and this item will be moved to a future agenda.

**3. Discussion with Department Heads regarding Performance Evaluations for their employees**

Chairperson Uden explained that Mayor Grenz, with City Attorney Rice present, completed all Department Head Performance Evaluations.

Chairperson Uden stated he was quite shocked that most City employees have never had a job performance evaluation. He understands that the Fire and Police departments have either completed evaluations or are in the process of completing them. Director Kelm stated he had not done evaluations in a very long time mainly due to Union 283A being opposed to evaluations being completed. He further explained that in the past 283A perceived this process as being hostile and refused to sign the documents. Director Kelm believes that the employees now would be more open to participating in this process. Committee Member Melnik pointed out that a job performance evaluation is used as a learning tool and should not be perceived as a threat.

Councilperson Galbraith questioned if there was a standard evaluation form or if the Directors could use any form. HR Officer Burkhalter stated that there is an evaluation policy but there is not a standard form in the policy to use. Fire Chief Berg presented an Employee Performance Evaluation form that had been given to him in the past. Chairperson Uden reviewed this form and found it to be acceptable as it was a generic form that could be used by any Department Director. Committee Member Ahner agreed, and further stated that the Employee Performance Self Evaluation is an asset to the evaluation process.

- \*\* *Committee Member Ahner moved to recommend to Council to adopt the Employee Performance Evaluation form and the Employee Performance Self Evaluation form for use for this current year. Motion seconded by Committee Member Melnik.*

Chief Colombik explained the Police department uses their own evaluation forms due to the complexity of their jobs. Mayor Grenz recommended to the Committee that due to the Police department having different needs than most departments that Chief Colombik remains using what their department has established.

- \*\* *Committee Member Ahner amended the motion to exclude the Police Department from having to utilize these forms. Motion seconded by Committee Member Melnik. Upon roll call vote, motion was passed unanimously.*
- \*\* *Upon original motion and on roll call vote, motion was passed unanimously.*
- \*\* *Chairperson Uden moved to recommend to Council that all City employees have a completed Performance Evaluation within 2 months. Motion seconded by Committee Member Brush. Upon roll call vote, motion passed unanimously.*

Chairperson Uden explained to the Committee that he will meet with City Attorney Rice to establish a policy on City wide job performance evaluations and will present it at the next scheduled meeting.

#### **4. Consider hiring procedures as provided by the Mayor**

Mayor Grenz explained he had City's Labor Negotiator Larry Martin review the City Personnel Policy manual and write for him a new hiring procedure policy. When he received the information from Attorney Martin, he stated it was so full of legalese that he decided to forward it to Dan Clark with MSU Local Government Center with a request to provide him a workable outline form. Mayor Grenz stated he was given some choices in the Local Government's outline, such as, having the Department heads do the hiring or the Mayor, and he selected to do it himself. Mayor Grenz stated that there is nothing new in the proposed hiring procedures it will just make it a lot easier and simpler to follow and is in line with City policy.

Committee Member Ahner questioned HR Officer Burkhalter as to whether this conformed to the current policy and if there were minor changes made. HR Officer Burkhalter replied that what was introduced was a good policy but would need clarification on a few things. The first being questioned is under the Hiring Process, concerning job description modification. She stated she was confused as this seems to refer to current employees' job descriptions and felt this didn't belong in this particular policy. She recommended it states future city employees. Committee Member Ahner agreed that it should state "potential" employees.

HR Officer Burkhalter further explained that under the Hiring Process where it referenced to collective bargaining agreements was not concise enough. She recommended that the current policy language be kept as the City is required to follow contract language to the extent applicable. She further explained she had been given two similar documents concerning the new hiring procedures, one from Mayor Grenz and the other from Local Government Center.

HR Officer Burkhalter questioned what the Committee's intention is on the existing policy, would the new procedures replace it or be combined into it. Mayor Grenz stated it was his understanding that these procedures would be in addition to the existing policy. Committee Member Brush stated she did not believe this would work as an addendum due to the documents saying two different things. She referenced the existing policy states Department Heads do the hiring; this would need to be changed.

*\*\* Committee Member Brush made a motion to update the City's current hiring procedure policy with the bullets from the City's Labor Attorney included in it. Motion seconded by Committee Member Ahner.*

Councilperson Hollowell stated the proposed hiring policy does clarify some issues with the existing policy, but feels there are still questions that need to be addressed. Specifically under "Recruitment and Selection Policies" under #2; internal recruitment, where it states the "City reserves the right to open all job searches outside the organization". Councilperson Hollowell explained that he spoke with Deputy City Attorney Erica Griffith and questioned her on whom and what is considered the "City". She recommended that this be replaced with the "Mayor" to stay in line with the procedures. He also questioned #3; "open recruitment process", as he understands it, the open positions will start with the job registry, internal recruitment, external recruitment and once this is completed an applicant will be hired. Councilperson Hollowell would also like further clarification on who establishes the "hiring committee" and noted that Attorney Martin had recommended this be embodied in an updated recruitment policy.

Committee Member Ahner recommended HR Officer Burkhalter rework the existing policy incorporating the points of the proposed hiring procedures, and bring it back to the Committee for their review.

*\*\* Committee Member Brush amended the motion to create a rough draft of the Hiring Procedures to be brought back to the Committee. Motion seconded by Committee Member Ahner. Upon roll call vote, motion was passed unanimously.*

*\*\* Upon original motion and on roll call vote, motion was passed unanimously.*

Clerk Wildman questioned which form HR Officer Burkhalter would be using for integrating the policy, the one provided by the Mayor or Local Government Center. Chairperson Uden and the Committee were in agreement that both forms would be used. Chairperson Uden requested HR Officer Burkhalter inform the Committee when



this has been completed.

**5. Request of Citizens**

Administrator Malenovsky questioned what was going on with the mediation for the grievances. Committee Member Brush stated that she has been contacted by Attorney Martin and mediation has been scheduled for Monday, March 11, 2013 at 10:30 am in the Fish, Wildlife and Parks building in Miles City. Administrator Malenovsky pointed out that since she did not have an attorney, would her mediation be at the same time as the other employees who do? Chairperson Uden recommended Administrator Malenovsky meet with the Human Resource Officer on how to proceed.

**6. Committee Members' comments**

Committee Member Ahner stated in reference to the deferred item of Dianna Larson's job description, it should be reviewed by her supervisor prior to her bringing it to the Committee. Chairperson Uden questioned if Director Kelm had written or reviewed Dianna Larson's proposed job description. Director Kelm replied he had not written it and had only reviewed part of it. Chairperson Uden stated that the Committee would not address this issue until Director Kelm had approved the job description and brought it back to the Committee.

**7. Adjournment**

*\*\* Committee Member Brush moved to adjourn the meeting. The motion was seconded by Committee Member Melnik and passed.*

The meeting was adjourned at 12:55 p.m.

Respectfully submitted,

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Billie D. Burkhalter, Recorder

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Chairperson John Uden

# EMPLOYEE PERFORMANCE EVALUATION

Name \_\_\_\_\_ Date \_\_\_\_\_

Dept. \_\_\_\_\_ Job Title \_\_\_\_\_

Check one:  Annual  New Employee  Termination  Other \_\_\_\_\_

Date of Last Review: \_\_\_\_\_ Date Employee Began Present Position: \_\_\_\_\_

Next Scheduled Review: \_\_\_\_\_

	U	F	S	G	E	Comments
1. Job Understanding: Employee possesses a clear knowledge of the responsibilities and the task he/she must perform.						
2. Job Performance: The neatness, thoroughness and accuracy of employee's work.						
3. Job Productivity: The quality of the employee's work in terms of volume and accomplishments.						
4. Dependability: Can you rely on this individual in terms of being on time and completion of tasks.						
5. Cooperation: The ability to work willingly with associates, subordinates, supervisors and others.						
6. Overall Rating						

7. General comments as to employee's strengths, weaknesses and action taken to improve job performance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supervisor \_\_\_\_\_ Reviewing Officer \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

Has this report been discussed w/employee?  Yes

No, If not, why? \_\_\_\_\_

\_\_\_\_\_ If yes, note employee's comments \_\_\_\_\_

\_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date Reviewed w/Employee \_\_\_\_\_

# EMPLOYEE PERFORMANCE SELF EVALUATION

NAME \_\_\_\_\_ DATE \_\_\_\_\_

JOB TITLE \_\_\_\_\_

1. Describe your job responsibilities/duties as you understand them:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. In performing your job, what do you believe are your strongest points?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. In what areas do you feel you need further improvement?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. What Company action would be helpful to you in making improvement?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Name other job positions in the Company that you might have an interest in:

\_\_\_\_\_

6. Suggestions/Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
COMPANY REPRESENTATIVE (PRINT)

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

DATE: \_\_\_\_\_ COPY GIVEN TO EMPLOYEE



4 B EVES DRIVE SUITE 200 MARLTON, NJ 08053 (856) 985-5600 FAX: (856) 810-9065

February 26, 2013

Honorable Chris Grenz, Mayor  
City of Miles City  
PO Box 910  
17 South Eighth Street  
Miles City, MT 59301

*Clerk Stanton  
need to put on  
the next  
available  
agenda  
for discussion*

Re: Building Code Effectiveness Grading Schedule Survey Results

Dear Mayor Grenz:

We wish to thank you and Mr. Dennis Hirsch for the cooperation given to us during our recent Building Code Effectiveness Grading Schedule (BCEGS) survey. Insurance Services Office, Inc. (ISO) is the leading supplier of statistical data, underwriting information, and actuarial analysis to the property/casualty insurance industry in the United States. The BCEGS classifications are distributed by ISO for use by property/casualty insurers to assist in their insurance underwriting and premium development programs for residential and commercial properties. Insurers can use the BCEGS classification number to offer insurance premium discounts to eligible properties in Miles City.

ISO has completed its analysis of the building codes adopted by your community and the effort put forth to enforce those codes. The resulting BCEGS Classification is a Class 9 for 1 & 2 family residential property and a Class 3 for commercial and industrial property.

The new Classification is a regression from the former Class 4 for 1 & 2 family residential property. The principal reasons contributing to this regression are:

- Adopted codes do not represent the latest edition available.
- Change in staff and corresponding certifications since last evaluation.

A revised BCEGS classification would apply to new buildings receiving a Certificate of Occupancy during or after the calendar year in which the revision takes place.

Before we re-classify your community to reflect this change, we would like to know if Miles City desires to develop a program to regain PL Class 4. If this letter is acknowledged by March 25, 2013 advising us that this matter will be reviewed within the next three months we will postpone the implementation of the classification changes.

After review, if it is your decision to begin an improvement program to regain PL Class 4, we will need to receive, by May 25, 2013, a list of the changes you intend to make. Additionally, we would appreciate your estimate of the amount of time which will be needed to complete each item. No re-classifying action will be taken if changes are implemented to regain the current classification within one year of the receipt of this letter.

We want to highlight the fact that the ISO Building Code Effectiveness Grading program is an advisory insurance underwriting information and rating tool. It is not intended to analyze all aspects of a comprehensive building code enforcement program. It is not for purposes of determining compliance with any state or local law nor is it for making loss prevention or loss safety recommendations.

If you have any questions about the classification that was developed, please let us know.

Sincerely,

*Michael Vargas*

Community Mitigation Analyst  
(856) 985-5600 FAX (856) 810-9065  
Cell: (312) 241-8000  
[mvargas@iso.com](mailto:mvargas@iso.com)

cc: Mr. Dennis Hirsch, Building Official

enclosure

Michael Vargas, Community Mitigation Analyst  
ISO National Processing Center  
4 B Eves Drive  
Suite 200  
Marlton, NJ 08053

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

We have reviewed your letter of February 25, 2013 advising the results of the recent survey for Miles City, MT. With regards to the regression from our previous classification, we plan to take the following action (please check the appropriate statement below):

- We will review the results of the survey and decide if Miles City will institute programs to regain our previous BCEGS classification number. We understand that we are to notify ISO by March 25, 2013 of our decision.
- We are in the process of developing an action plan or have implemented an action plan to effect changes that will regain our original class. This plan will be submitted to ISO by May 25, 2013 and will include details of condition(s) to be addressed and a timeline for bringing the plan to completion.
- Miles City has completed the action plan and we are attaching the relevant information to be evaluated by ISO for the purposes of re-classifying Miles City.
- The conditions that have resulted in our less favorable classification are mandates Miles City must adhere to. We do not intend to make significant changes in the immediate future to the other aspects of our agency that might improve the BCEGS classification.
- We have reviewed the results of the survey for Miles City and feel our building code enforcement effort at present represents our best interest. We understand that you will contact us in approximately 5-years to update the survey. We can request a new BCEGS survey from ISO if we institute changes that would effect our classification.
- We would like an ISO BCEGS representative to contact us regarding our recent BCEGS evaluation. The person they should call is \_\_\_\_\_ at the following phone number (\_\_\_\_)\_\_\_\_\_.
- Other, please explain.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: (\_\_\_\_)\_\_\_\_\_.

## Rebecca Stanton

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**From:** Butch Grenz  
**Sent:** Tuesday, March 05, 2013 7:13 PM  
**To:** Rebecca Stanton  
**Subject:** agenda

Clerk Stanton would you place on the agenda under update plotter, arc view software, swimming pool.

## Rebecca Stanton

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**From:** John Hollowell  
**Sent:** Tuesday, March 05, 2013 1:30 PM  
**To:** cityclerk@milescity-MT.org  
**Subject:** request for discussion

Mrs. Stanton,

Please accept this writing to back up my request for a discussion during our next regular council meeting. The discussion shall consist of the flood plain feasibility study. Thank-you, John Hollowell



## Rebecca Stanton

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**From:** Daniel Z. Rice  
**Sent:** Monday, March 04, 2013 12:15 PM  
**To:** Becky Stanton; mayor@milescity-mt.org  
**Subject:** Discussion Topics

Becky,

Any councilperson may request that a discussion topic be placed on the agenda under City Council Comments. No approval is required in order for the councilperson to put a discussion item on the Agenda.

Regards,

Dan Rice



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CITY OF MILES CITY  
OFFICE OF THE CITY ATTORNEY

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513 Main Street, P.O. Box 728  
Miles City, MT 59301  
Telephone: 406-232-4070  
Fax: 406-232-4093

DANIEL Z. RICE  
City Attorney

February 28, 2013

Samantha Malenovsky  
Floodplain Administrator  
17 South 8<sup>th</sup>  
Miles City, Montana 59301

Re: KLJ Floodplain and Flood Control Engineering Services Contract

Dear Samantha,

I have reviewed the contract submitted by Kadrmas, Lee & Jackson, Inc., entitled "Short Form of Agreement Between Owner and Engineer for Professional Services," and its exhibits. It is my opinion that the contract is acceptable. The contract is a very standardized professional services agreement, and adequately protects the City's interests. There are no unreasonable provisions in the contract in my opinion, and most remedies, requirements and limitations in the contract are "mutual," in that both parties are treated the same.

Rather than a "witness" to the Mayor's signature on this document, the City Clerk should "attest" to the same. This change should be made to the signature block for the City.

Please be sure that you are comfortable with the technical aspects of the contract and exhibits, to ensure that they meet the needs of the City and your department.

Sincerely,

Daniel Z. Rice

cc: C.A. Grenz, Mayor

◇ January 31, 2013

Ms. Samantha Malenovsky, CFM  
City of Miles City  
PO Box 810  
Miles City, MT 59301

Re: Floodplain and Flood Control Engineering Services

Dear Samantha:

The revised Agreement for Professional services is enclosed for the City's review and concurrence. Modifications were made to the following sections based on Flood Control Committee comments received January 16<sup>th</sup> and are summarize below.

- Appendix 1 to Exhibit A: Part II.200.A explains the four alternatives in more detail.
- Appendix 1 to Exhibit A: Part II.300.D adds website consulting services as requested.
- Appendix 1 to Exhibit A: Part II.400.C changed "may" to "will" in two locations.
- Appendix 1 to Exhibit A: Part III was revised to add website consulting to Phase 300.
- Exhibit B was revised to add website consulting to Phase 300.

Upon approval please send both signed originals and we will return one fully-executed counterpart for your records.

Once again, Sam, we appreciate the opportunity to partner with Miles City and look forward to hearing from you.

Sincerely,

KLJ



Carl Jackson, PE  
Project Manager

Enclosure(s): Agreement for Professional Engineering Services - revised 1/31/2013 (2 copies)

Project #: 2409116  
c: Kris Bakkegard--KLJ

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between **City of Miles City, Montana** (“Owner”) whose address is 17 South 8<sup>th</sup> St., Miles City, MT 59301 and **Kadmas, Lee & Jackson, Inc.**, (“Engineer”) whose address is 2611 Gabel Road, Billings, MT 59102. The Engineer agrees to provide the services described below to Owner for **Floodplain and Flood Control Engineering Services** (“Project”). The services Engineer shall provide, or cause to be provided, are further defined in attached Exhibit A – Engineer’s Services and are generally described as follows: **feasibility study to evaluate flood mitigation alternatives**. Owner shall provide, or cause to be provided, the payment for these services as set forth in attached Exhibit B – Payment for Services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 10.01.

2.01 Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal

3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

#### 4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
    - b. By Engineer:
      - 1) Upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a provider of professional services; or
      - 2) Upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
      - 3) Engineer shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  - 2. For convenience,
    - a. By Owner effective upon Engineer's receipt of notice from Owner.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to

this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### 7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its engineers may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition).
- F. All project documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist engineers

or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### 8.01 KL&J Additions to EJCDC E-520

- A. The Owner and Engineer each agree to assume its own liability for claims of any nature including all costs, expenses and reasonable attorney's fees, which may in any manner result from or arise out of this agreement. Neither the Owner nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- B. The Owner shall not reuse or make any modification to the project documents without Engineer's prior written authorization. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer's officers, directors, employees and sub-engineers (collectively) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the project documents by the Owner or any person or entity that acquires or obtains the project documents from or through the Owner without Engineer's written authorization.
- C. In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction.
- D. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- E. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents. Each Party may change its designated individual(s) at any time by written notice to the other Party.

#### 9.01 Total Agreement

- A. This Agreement (together with any expressly incorporated exhibits and appendices), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

10.01 Payment and Schedules

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. In accordance with Exhibit B – Payment of Services.
- B. The Engineer's compensation is conditioned on the time to complete the services by December 31, 2013. Should the time to complete services be extended beyond this period, total compensation to Engineer may be appropriately adjusted. Engineer is authorized to begin rendering services as of the Effective Date.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Miles City

ENGINEER: Kadrmaz, Lee & Jackson, Inc.

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed or typed name)

By: \_\_\_\_\_  
(printed or typed name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Attested By: \_\_\_\_\_  
(signature)

Attested By: \_\_\_\_\_  
(signature)

Attested By: \_\_\_\_\_  
(printed or typed name)

Attested By: \_\_\_\_\_  
(printed or typed name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

PO Box 910

PO Box 80303

Miles City, MT 59301

Billings, MT 59108-0303

Designated Representative:

Designated Representative:

Attn: Samantha Malenovsky, CFM

Attn: Carl Jackson, PE

Title: Floodplain Administrator

Title: Project Manager

Phone Number: 406-234-3493

Phone Number: 406-245-5499

Facsimile Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-Mail Address: smalenovsky@milescity-mt.org

E-Mail Address: carl.jackson@kljeng.com

This is **EXHIBIT A**, consisting of three (3) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

## **Engineer's Services**

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The Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A1.01 Study and Report Phase*

##### **A. Engineer shall:**

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer.
4. Identify and evaluate four (4) alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (Report) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, potential funding options where available, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables: refer to Appendix 1 attached to this Exhibit A hereby incorporated as part of the Agreement.
7. Furnish ten (10) review copies of the Report and any other deliverables to Owner and review it with Owner.

8. Revise the Report and any other deliverables within sixty (60) days after receipt of Owner's comments, as appropriate, and furnish ten (10) copies of the revised Report and any other deliverables to the Owner after receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been approved by Owner.

*A1.02 Preliminary Design Phase – Not included and would be a future contract amendment*

*A1.03 Final Design Phase – Not included and would be a future contract amendment*

*A1.04 Bidding or Negotiating Phase – Not included and would be a future contract amendment*

*A1.05 Construction Phase – Not included and would be a future contract amendment*

*A1.06 Post-Construction Phase – Not included and would be a future contract amendment*

## **PART 2 – ADDITIONAL SERVICES**

*A2.01 Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
  1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, beyond what is required to prepare for public meetings or complete the feasibility study Report.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
12. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
13. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

*A2.02 Additional Services Not Requiring Owner's Written Authorization*

- A. Not included and would be a future contract amendment

**Miles City Flood Control Feasibility Study  
Scope of Work**

**I. PURPOSE**

The purpose of this effort is to conduct an objective feasibility study of flood mitigation alternatives in Miles City, MT (City) - generally defined as the right overbank of the Tongue River from the golf course north to confluence of the Tongue River and the Yellowstone River, the left overbank of the Tongue River from the Old Milwaukee Railroad Bridge to confluence of the Tongue River and the Yellowstone River and the right bank of the Yellowstone River from the water plant on the west side of town to extent of the city limits to the east.

In January 2007, The United States Army Corps of Engineers (USACE) developed a Flood Insurance Study (FIS) for the Yellowstone River and Tongue River at Miles City under the guidelines of the Federal Emergency Management Agency (FEMA). Using the USACE's FIS as a starting point, this effort will evaluate the feasibility of various flood mitigation techniques and the overall impact each technique would have on the residents in Miles City. Work will include reviewing and discussing alternatives with City staff, Flood Control Committee Members, and other stakeholders; evaluating alternatives; and providing a final report (Report) of recommendations that would provide the most viable alternative(s) to eliminate flood risks, threats to loss of life, and associated problems with the floodplain in Miles City. The alternatives would be developed consistent with USACE guidance and would meet FEMA criteria for acceptable protection from a 100 year flood.

**II. ENGINEER SHALL PERFORM OR PROVIDE:****100 PROJECT MANAGEMENT, COORDINATION AND BACKGROUND DATA REVIEW**

- A. Conduct general project management tasks. Develop project initiation forms including the development of a project management plan, monthly invoicing, monthly progress reports, project close out activities and other project administration activities. Prepare materials for and facilitate a kickoff meeting with the City.
- B. Conduct staff coordination meetings and attend Flood Control Committee meetings to discuss Project tasks and present findings. Including the kickoff meeting, a total of five general coordination meetings are planned.
- C. Periodic conference calls with the City staff will be conducted to provide updates and coordinate project activities. A total of ten conference calls are planned.
- D. Collect and review existing data from the City and other identified sources:
  - 1. 2007 FIS study prepared by the USACE
  - 2. Tongue and Yellowstone regulatory floodplain model data
  - 3. GIS shape files

**Miles City Flood Control Feasibility Study  
Scope of Work**

4. Aerial mapping
  5. Topographic mapping/DEM data
  6. Available geotechnical/geologic data for the project area
  7. Parcel data and assessed property values
  8. Project area demographic information
  9. Past correspondence/meeting transcripts
  10. AutoCAD drawings provided by the City
  11. Perform limited soil borings to obtain existing embankment information or assess feasibility of alternatives. A maximum of two geotechnical drilling crew day trips are included.
- E. Use topographic mapping, AutoCAD drawings and GIS data to create base mapping of the project area.
- F. Conduct a site reconnaissance of the study area. Site photographs will be taken. Identify probable impact areas. Catalog photographs and summarize data collected during the site reconnaissance.
- G. Prepare and distribute a solicitation of views letter to agencies having jurisdiction over the project. Request written verification of agency desired involvement and technical requirements during various project phases. Coordinate and facilitate one conference call with Montana Department of Natural Resources and Conservation (DNRC) and City representatives to review applicable floodplain and floodway considerations at the onset.
- H. Task 100 Key Understandings
1. Meetings above will be held in Miles City
  2. New field data collection efforts (topographic survey, legal/boundary surveys, subsurface investigation, utility survey, etc.) are not included except geotechnical investigation shown above. These efforts would be necessary for a future design project.
  3. Services related to environmental investigations or permitting and professional property appraisals are not included.
- I. Task 100 Deliverables
1. Monthly invoices and progress reports
  2. Meeting agenda and meeting minutes
  3. Base mapping

**Miles City Flood Control Feasibility Study  
Scope of Work**

**200 PRELIMINARY ALTERNATIVE SCREENING**

- A. Investigate the following four alternatives:
1. Do Nothing – this alternative will be identified but only evaluated qualitatively in terms of no action taken.
  2. 2-Dimensional Model – this alternative would entail creating a new model independent of the existing FIS model and evaluating any resulting discrepancies.
  3. Letter of Map Amendment (LOMA) – this alternative evaluates a formal city-wide program of requesting LOMAs for removing individual parcels and structures from the floodplain.
  4. Permanent Levee or Floodwall – this alternative will consider three potential locations: existing levee, floodway boundary (setback option), and potential future truck route.
- B. Evaluate alternatives at a conceptual level to allow a qualitative comparison. The primary screening criteria for this effort will be based on fatal flaws, general feasibility, and ability to meet project goals.
- C. Facilitate a working meeting (Workshop 1) to discuss screened alternatives. Prepare a draft summary of the screening results and submit prior to Workshop 1. Prepare tools and information used in support of the workshop including an agenda, presentation, and maps. Potential refinements will be identified and discussed during the workshop. Conduct a public meeting orientation. Provide written summary following Workshop 1 including meeting minutes, decisions summary and action items.
- D. Task 200 Key Understandings
1. The primary objective of this task is to ensure that City staff, Flood Control Committee members, and consultant team agree to alternatives that will be presented to the public and a public meetings strategy.
  2. KLJ will print all workshop materials.
  3. Workshop 1 will be held in Miles City.
  4. The City will secure the workshop location and distribute local invitations.
- E. Task 200 Deliverables
1. Initial alternative criteria list
  2. Draft and final Workshop 1 materials
  3. Draft and final Workshop 1 summary
  4. Draft and final alternative screening results

**Miles City Flood Control Feasibility Study  
Scope of Work**

**300 PUBLIC ENGAGEMENT**

- A. Facilitate a program of public meetings and information dissemination. Public meetings are anticipated in two stages. Timing of the meetings, which will be determined during the kickoff meeting, will likely be following the preliminary screening process and again to report final recommendations.
- B. Orientation for each public meeting will be conducted at the preceding City/KLJ workshop held in Miles City. Subsequent public meeting preparation and coordination will be completed by conference calls. Materials will be reviewed and the meeting plan will be discussed to identify meeting protocol, format and team roles. A code of conduct and talking points document will be established for interacting with the public and media.
- C. For each meeting, provide a content development and production schedule that includes planning, outreach (media release, advertisement, invitation mailing, web publishing, social media promotion, logistical planning, etc.), presentation materials, meeting documentation, and wrap-up activities.
- D. Provide content material for the existing City webpage upon request.
  - 1. The City will complete webpage updates and maintenance except as described below.
  - 2. Engineer will assist with modifying the City's webpage at the onset to allow visitors to enter an email address and subscribe to project news and updates via Feedburner. Tasks required include:
    - a. Obtaining access to milescity-mt.org to review site architecture and make recommendations within the existing template.
    - b. Assist the City with one-time modifications to the page for creating and utilizing a Feedburner account, followed by testing of the account.
    - c. Facilitate the launch and conduct a one-time City staff training session for future updates and maintenance.
    - d. Provide the City a suggested promotions plan to increase visitors and use of the project website.
  - 3. Engineer's services related to the webpage are limited as follows:
    - a. Functions within the page include copy only. Additional functions including image and document uploads are Additional Services.
    - b. Troubleshooting website expansion alternatives due to lack of space on the existing website is not included and would be provided as Additional Services.
    - c. Social media is not included and would be provided as Additional Services.



**Miles City Flood Control Feasibility Study  
Scope of Work**

- d. Ongoing support and maintenance would be provided as Additional Services.
- E. Provide the City electronic copies of invitation postcards to allow mailing two weeks prior to events. Contact mailing lists will be developed by the City that includes:
  1. Local residents and landowners
  2. Local businesses
  3. Local faith-based organizations
  4. Elected officials
  5. Local governmental officials
  6. Nongovernmental organizations
  7. Neighborhood or homeowners associations
  8. Community gathering places (schools, libraries, community centers)
- F. Work with the City to develop a media plan that identifies media outlets, contact information, deadlines, format/specifications, and cost.
- G. For each meeting, design and produce tools used in support of meetings, which includes handouts, presentations, maps, comment forms, sign-in sheets and take home materials. Provide a summary of public comments and other information following each meeting.
- H. Task 300 Key Understandings
  1. Public meetings are anticipated to be neighborhood or individual ward meetings. A total of eight ward meetings (two per ward) are planned. It is understood that public meeting objective and format may evolve.
  2. Engineer will have 3-4 people attend each public meeting.
  3. The City will be responsible for all logistical activities which include securing the meeting location.
  4. The City will print, pay for postage and distribute all mailings and pay for media releases and advertisements.
  5. Preparing and analyzing a formal public survey(s) is not included beyond summarizing comments received at the meetings.
  6. Engineer will print and distribute meeting minutes.
- I. Task 300 Deliverables
  1. Electronic documents of outreach materials and public meeting tools.
  2. Draft and final media plan, meeting tools, and other public meeting documentation.

**Miles City Flood Control Feasibility Study  
Scope of Work**

**400 SCREENED ALTERNATIVE ANALYSES**

- A. Conduct further evaluation of the screened alternatives (maximum of four alternatives assumed in scope and fee development) resulting from Task 200.
- B. Prior to proceeding, conduct an initial agency coordination conference call with DNRC, USACE and FEMA to review the project objectives, technical and public involvement processes and requirements for alternatives acceptable to USACE and FEMA.
- C. Refine screened alternative concepts to allow further evaluation. Alternatives will be compared to screening criteria developed in conjunction with the City and considering input from Public Meeting 1.
  - 1. Quantitative assessments will still be conceptual in nature and based on existing data obtainable via public domain or through the City. Additional data collection is not included. Quantitative assessments will include elements such as:
    - a. Existing infrastructure impacts
    - b. Utility impacts
    - c. Hydraulic impacts and potential incremental impacts of changes in water surface or flow velocity
    - d. ROW constraints and requirements
    - e. Costs
  - 2. Qualitative assessments will be completed with conceptual-level accuracy and will include elements such as:
    - a. Technical feasibility
    - b. Level of flood protection provided
    - c. Residential financial impacts
    - d. Floodplain and flood insurance rate impacts with regard to the current flood insurance rate map
    - e. Residence ingress and egress
    - f. Coordination/impacts with adjacent infrastructure projects
    - g. Potential funding sources
- D. Develop cost estimates with contingencies for each screened alternative on a per parcel breakdown. Create a simple metric for comparing cost/benefit for each alternative. The cost/benefit analysis will be sufficient to accomplish the feasibility study objectives; however, Engineer would only complete a detailed cost/benefit analysis to the level that may ultimately be required by a FEMA-funded project if deemed necessary, and upon request as an Additional Service.

**Miles City Flood Control Feasibility Study  
Scope of Work**

- E. Develop an alternative screening matrix in concert with City staff.
- F. Facilitate a working meeting (Workshop 2) to report on final screening results. Prepare a draft summary of the screening matrix and submit prior to Workshop 2. Prepare tools and information used in support of the workshop including an agenda, presentation, and maps. Discuss screened alternative evaluation and results. Conduct a public meeting orientation. Provide written summary following Workshop 2 including meeting minutes, decisions summary and action items.
- G. Task 400 Key Understandings
  - 1. Preliminary hydraulic profile and flooding depth information will be provided by KLJ for each alternative.
  - 2. KLJ will print all workshop materials.
  - 3. Workshop 2 will be held in Miles City.
  - 4. The City will secure the workshop location and distribute local invitations.
  - 5. Task 400 does not include completing a 2-dimensional model or other detailed data collection, analyses or design. The project intent is to evaluate possible alternatives to develop a recommendation for future detailed engineering-related efforts required.
- H. Task 400 Deliverables
  - 1. Draft and final Workshop 2 materials
  - 2. Draft and final Workshop 2 summary
  - 3. Draft and final alternative screening matrix

**500 FINAL REPORT DOCUMENTATION**

- A. Prepare the final project Report to include: alternative screening evaluation and results process, screened alternative evaluation and results process, public meeting and public involvement summaries, summary of recommended alternative and supporting technical appendices.
- B. Submit the Report in draft format for City review and comment. Revise the report as necessary and provide a final Report in hard copy and electronic (PDF) format.

Miles City Flood Control Feasibility Study  
Scope of Work

III. STUDY AND REPORT PHASE FEE SUMMARY

Phase 100 Tasks	\$54,200
Phase 200 Tasks	\$14,900
Phase 300 Tasks	\$64,700
Phase 400 Tasks	\$39,200
Phase 500 Tasks	<u>\$14,000</u>
Total	\$187,000

This is EXHIBIT B, consisting of three (3) pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates Not to Exceed**

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The Agreement is supplemented to include the following agreement of the parties:

**B1.01 Compensation for Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultant charges, if any.
  2. Engineer's Reimbursable Expenses Schedule will be made available upon request.
  3. The total compensation for services under Paragraph B1.01 is estimated to be \$ 187,000.00 based on the following estimated distribution of compensation:
    - a. Study and Report Phase \$ 187,000.00
    - b. Preliminary Design Phase \$ (not included)
    - c. Final Design Phase \$ (not included)
    - d. Bidding or Negotiating Phase \$ (not included)
    - e. Construction Phase \$ (not included)
    - f. Post-Construction Phase \$ (not included)
  4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also B1.03.C.2 below.
  5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph B1.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant charges.
  6. The amounts billed for Engineer's services under Paragraph B1.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant charges.
  7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

B1.02 *Compensation for Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit B.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.

B1.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultant factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
  - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

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The Agreement is supplemented to include the following agreement of the parties:

**B1.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph B1.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit B.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.00.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

## Rebecca Stanton

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**From:** Butch Grenz  
**Sent:** Tuesday, March 05, 2013 8:11 PM  
**To:** Rebecca Stanton  
**Subject:** agenda

Clerk Stanton under discussion please place lease for wilderness area (honda trails)



RECEIVED MAR 07 2013

*Carr Law Firm, P.C.*  
611 Pleasant  
P.O. Box 1257  
Miles City, Montana 59301  
Phone: (406) 234-4569  
Fax: (406) 234-4824  
E-mail: [carrmcarr@midrivers.com](mailto:carrmcarr@midrivers.com)

*John R. Carr*  
1924 ~ 2008

*James T. Carr*

March 7, 2013

Dianna Brodie  
Director of Planning and Community Services  
City of Miles City  
P.O. Box 910  
Miles City, MT 59301

RE: *M&L Enterprises Inc.*

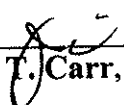
Dear Ms. Brodie:

I am writing to you on behalf of M&L Enterprises Inc. M&L owns a tract of land adjacent to South Gate Meadows which the intent is to develop into a residential subdivision, starting with seven (7) lots along Arrowhead Lane. With the receipt of verbal approval from the City Sanitarian Mike Rinaldi of the DEQ matters, the only issue remaining is the paving of Arrowhead Lane from Briar Lane to Ponderosa Drive. Less than one-half (1/2) of Arrowhead Lane sits within M&L property. Due to this fact, M&L's position is that the logical solution to paving Arrowhead is for the City to form a Special Improvement District and assess the costs to the adjacent landowners, including M&L. This would allow all those benefiting from the paving to share in its costs. In exchange, M&L has agreed to reimburse the owners to the west for one-half (1/2) of the water and sewer improvements on Arrowhead Lane previously made by them.

As there is a need in Miles City for residential housing, M&L would like to proceed as expeditiously as possible. Could you please arrange a meeting with the appropriate City officials to discuss M&L's request to form a Special Improvement District to pave Arrowhead Lane.

Sincerely,

**CARR LAW FIRM, P.C.**

By:   
**James T. Carr, Attorney at Law**

JTC/df

cc: M&L Enterprises Inc.  
Mayor Grenz

**RESOLUTION NO. 3548:** A Resolution Authorizing A Grant Agreement Amendment With The Montana Department Of Fish, Wildlife And Parks Under The Recreational Trails Program For Improvements At Spotted Eagle Recreation Area And Authorizing The Mayor To Execute Such Agreement Amendment

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

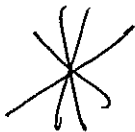
**Request for Qualifications** for Feasibility Study for Flood Plain

Mayor Grenz asked Public Utilities Director Kelm to explain what the study entailed. He explained that it will help determine how the City wants to proceed with the dike and floodplain issues. To go forward with the Request for Qualifications, the City needs to determine the scope of the work, a list and scoring criteria. The City will send it out to numerous engineering firms and they will be able to do a package, which the City will score and rate. From there, the City will select an engineering firm. At this point, there is not any cost to the City.

\*\* *Councilperson Hollowell moved to proceed with the Request for Qualifications, seconded by Councilperson Brush. On roll call vote, the motion passed unanimously, 8-0.*

**ORDINANCE NO. 1247:** An Ordinance Revising Section 22-183 Of The Code Of Ordinances Of The City Of Miles City Regarding The Parking Of Large Vehicles, Permitting Parking Of Large Vehicles On The First Half-Block Of Sudlow Street And Tompy Street Immediately West Of South Haynes Avenue, And Providing An Effective Date Thereof

\*\* *The above Ordinance was pulled from the agenda by Mayor Grenz due to City Attorney Huss' opinion. The Mayor will take care of this item.*



**M & L Enterprises:** Request to Deviate from Subdivision Regulations for Seven Lots along Arrowhead Lane

Mr. Bruce Larson spoke on behalf of M & L Enterprises to explain the deviation from the Phase I plat. Councilperson Brush shared a memo that she received from City Planner Dianna Broadie before she left on vacation that

stated DEQ has not approved the Phase I. Mr. Larson said that DEQ was not going to approve water and sewer that is already in place. M & L Enterprises want to deviate from the original Phase I by selling the seven lots along Arrowhead Lane. They are not changing the size of the lots. The water and sewer are already in place for the seven lots that they want to sell. They are selling them in order to generate cash flow so they can make improvements. They would stub into the existing main lines for water and sewer and after selling three or four lots, then make the improvements. City Sanitarian Mike Rinaldi and Public Utilities Director Kelm would have to get permission from the City Council to sign off on the water and sewer.

Mr. Larson referred to City Planner Broadie's memo, which said the road could be handled in three different ways. They could pave Arrowhead Lane prior to submitting the final plat for approval. Mr. Larson stated they probably would not do that unless they get approval for the final plat. They could get approval from Council for a Subdivision Improvement Agreement as a condition for approval for final plat. Or they could get approval for a Special Improvement District (SID) to pay for road improvements which would ensure the paving of the street is submitted for final plat approval. In order to set up SIDs, there is a protest hearing and property owners could protest the SIDs.

M & L Enterprises would like the City to agree to pay for paving the street and the developers would do the curb and gutters, the engineering, the grading and graveling.

According to the Subdivision Improvement Agreement, the Sub-divider is required to submit three bids for the unfinished work. Mr. Larson does not feel that applies since the Sub-divider has a Montana Contractor's license, they are bonded and would be doing their own work for which they are incurring the costs. He does not feel they would have to go to bid.

Councilperson Ahner is concerned about Southgate overall, including the egress/ingress issue and the storm water drainage issue. He is uncomfortable with an attempt to piece-meal this project. The storm water issue has not been addressed. He feels this development should be held to the same standards as the Miles Town development in putting in the lights, curb and gutters, streets and storm water drainage.

Mayor Grenz verified with Mr. Larson that the developers wanted the City to pay for the pavement. The Mayor was concerned over setting precedence in paying for paving of the streets.

Mr. Larson said the development of the seven lots would be in accordance with the preliminary plat plan that has been approved by the City Council.

Councilperson Brush, who chairs the Planning Board, said she was confused because she thought the plans had to be approved by DEQ. Therefore, the Planning Board was sure the storm drainage issues would be addressed by DEQ before lots were developed.

Councilperson Uden stated that he can't understand why the City should pay for the streets in this development, when all other developers previously paid for them. He is also concerned about seven more families putting stress on the ingress/egress issue at Southgate.

Councilperson Brush reminded Councilperson Uden that the secondary access was not part of the final plat approval.

Dave Jewel, 107 Ponderosa, has concerns about the drainage issues and feels that there should be a complete final engineering plan in place before anything is developed. He does not agree with the current engineering plan, as he noted in a letter he wrote earlier to the City, but DEQ needs to approve that plan before anyone proceeds. He does not feel that the burden of paving Arrowhead Lane should be placed on the residents of Southgate.

Mayor Grenz asked Assistant City Attorney Griffith her legal opinion. She would have to research the matter and get back to them.

*\*\* Councilperson Uden moved to approve the M & L Enterprises request for deviation from Subdivision Regulations for seven lots along Arrowhead Lane, seconded by Councilperson Partridge.*

Councilperson Hollowell asked Public Utilities Director Kelm for his input. He stated that, according to City Sanitarian Rinaldi, the seven lots that are located along existing developed water and sewer lines would not have to be approved by DEQ. He was unsure if the storm water drainage still needed to be reviewed by DEQ.

Mayor Grenz asked Councilperson Uden to consider changing his motion to reflect that developers would have to put in their own pavement.

*\*\* Councilperson Uden amended the original motion to approve the M & L Enterprises request for deviation from Subdivision Regulations for seven lots*

*along Arrowhead Lane with the understanding that they would be responsible for curbs, gutters and paving on the portion of Arrowhead Lane that they intend to develop, seconded by Councilperson Partridge.*

Councilperson Ahner explained that he still could not support this amended motion because the City does not have final plat approval, does not have DEQ review of storm drainage, and is not sure if the developer should have to pave a street that should have been paved by someone else. He does not like the idea of piece-mealing the Phase I development.

Dave Jewel, 107 Ponderosa, said that three or four of the seven lots were supposed to flow into a retention pond. He asked if that pond would be developed along with the seven lots. Mr. Larson did not have the answer for him.

*\*\* Councilperson Hollowell amended the amended motion that the development be conditional upon all drainage issues be taken care of for the seven lots, seconded by Councilperson Partridge. On roll call vote, the motion passed 7-1, with Councilperson Galbraith voting nay.*

*\*\* Roll call vote was taken on the amended motion to require curbs, gutters and paving on Arrowhead Lane, and the motion passed 6-2 with Councilperson Hollowell and Ahner voting nay.*

*\*\* Roll call vote was taken on the original motion allowing the developer to deviate from the Subdivision Regulations and the motion passed 6-2 with Councilperson Galbraith and Ahner voting nay.*

**RESOLUTION NO. 3518:** A Resolution Authorizing the City Of Miles City to Contract With Dennis Hirsch For Building Inspection Services For Fiscal Year 2012-2013

This portion of the meeting was closed.

## **ADJOURNMENT**

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

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**C.A. GRENZ, Mayor**

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**Becky Stanton, City Clerk**

**RESOLUTION NO. 3580**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONSTRUCTION AGREEMENT WITH WESTERN MUNICIPAL CONSTRUCTION, INC., A MONTANA CORPORATION, FOR CONSTRUCTION OF STREVELL AREA STREET AND WATER IMPROVEMENTS.**

*WHEREAS*, the City has advertised for and accepted bids for Strevell Area Street and Water Improvements;

*AND WHEREAS* Western Municipal Construction, Inc., a Montana corporation, of 5855 Elysian Road, Billings, Montana 59101 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, attached hereto, between the City of Miles City, Montana and Western Municipal Construction, Inc., a Montana corporation, attached hereto as Exhibit "A", 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 12<sup>TH</sup> DAY OF MARCH, 2013.**

\_\_\_\_\_  
C.A. Grenz, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Stanton, City Clerk



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**CITY OF MILES CITY**  
**OFFICE OF THE CITY ATTORNEY**

---

513 Main Street, P.O. Box 728  
Miles City, MT 59301  
Telephone: 406-232-4070  
Fax: 406-232-4093

**DANIEL Z. RICE**  
City Attorney

March 5, 2013

Al Kelm  
Public Utilities Director  
17 South 8<sup>th</sup>, Miles City, Montana 59301

Re: Strevell Area Street and Water Improvement – Contract

Mr. Kelm,

I have reviewed the contract with Western Municipal Construction, Inc. for street and water improvement, as well as the bond and insurance information submitted therewith.

I approve of this contract, as required Section 2-250 of the Miles City Code.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Z. Rice", is written over a circular stamp or seal. The signature is fluid and cursive.

Daniel Z. Rice

cc: Mayor Grenz  
Clerk Stanton



DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00500 – AGREEMENT

---

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2013 by and between the City of Miles City, hereinafter called “OWNER” and Western Municipal Construction, Inc. hereinafter called “CONTRACTOR”. OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

1.01 CONTRACTOR shall complete all work, as specified or indicated in the Contract Documents. The project generally consists of: water line and street improvements on Strevell from Stower to Wilson (5½ blocks); water line improvements on Merriam (6 blocks), Jordan and Custer (5 blocks each), storm sewer on Merriam (4 blocks), as well as related work. The above assumes all Schedules are awarded. (The above will be modified as necessary)

**Article 2. THE PROJECT**

2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows: The Strevell Area Street and Water Improvments.

**Article 3. ENGINEER**

3.01 The project Engineer is:  
DOWL HKM  
713 Pleasant  
Miles City, MT 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 4. CONTRACT TIME**

4.01 Time of the Essence.

A. All the time limits for milestones, if any, substantial completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to achieve substantial completion.

A. The Work will be substantially completed within the number of calendar days shown below after the date when the Contract Time commences to run as stipulated in the General

Conditions. Final payment will be withheld until final completion and acceptance of the Work as stipulated in these Contract Documents. Construction calendar days allowed to reach Substantial Completion are as follows:

- \* Work on Strevell: 95 days
- \* Work on Merriam: 60 days
- \* Work on Jordan and Custer: 45 days each.

Based on the Schedules awarded, the number of calendar days to be included in the Contract will be calculated, so there will be one overall Contract Time and one date of Substantial Completion for the Project.

Final Completion, including all project cleanup and correction of punchlist items, completion of all closeout paperwork and other closeout requirements of these Contract Documents, shall be reached within 60 days of Substantial Completion.

#### 4.03 Liquidated Damages.

A. 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 complete within the time specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties 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 completed 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 One Thousand dollars (\$1,000.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the work is substantially completed. Liquidated Damages of \$300 per day will be paid for each day that Final Completion is delayed beyond the timeframe stated above.

### Article 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit Prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by ENGINEER in accordance with paragraph 9.07 of the General Conditions. Unit Prices have been completed as provided in paragraph 11.03 of the General Conditions. The Contract Price for the work as awarded is \$ Two million, four-hundred five thousand, four-hundred sixty-five dollars and no cents. (\$2,405,465.00).

### Article 6. PAYMENT PROCEDURES

#### 6.01 Submittal and Processing of Payments:

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Contract Documents.

## 6.02 Progress Payments Retainage:

A. OWNER shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by ENGINEER, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed or on a schedule of values, based on percent complete, determined by the ENGINEER in the case of lump sum contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amount as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.
  - a. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents.
  - b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).
  - c. The OWNER may retain a portion of the amount due the CONTRACTOR in accordance with the General Conditions and outlined herein. 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. Retainage may be withheld until all closeout documents have been satisfactorily provided to the Engineer, and claims or liens have been satisfactorily addressed, and all punch list or warranty items noted, have been satisfactorily addressed.

## 6.03 Final Payment.

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said paragraph 14.07.

## Article 7. INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the simple rate of 1.0% per month.

## Article 8. CONTRACTOR'S REPRESENTATIONS

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

A. CONTRACTOR has examined and carefully studied the Contract Documents (including all Addenda) listed in Article 9 and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. Contractor acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relates to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, exploration tests, studies and data with the Contract Documents.

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

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **Article 9. CONTRACT DOCUMENTS**

9.01 A. Contract Documents consist of the following:

1. This Agreement;
2. Exhibits to this Agreement (if any);
3. Performance Bond and Payment Bond;
4. Funding Agency Special Provisions and required forms (where applicable) ;
5. Notice to Proceed;
6. Certificate of Substantial Completion;
7. Change Order;
8. Contractors applications for Payment;
9. General Conditions;
10. Wage Rates (if required);
11. Technical Specifications, as listed in Table of Contents thereof;
12. Drawings;
13. Addenda listed on the bid forms
14. CONTRACTOR's Bid Form;
15. Liquidated Damage Acknowledgment;
16. Documents submitted by CONTRACTOR prior to Notice of Award;
17. Any Modification, including Change Orders, duly delivered after execution of Agreement;
20. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Written Amendments;
  - b. Work Change Directives;
  - c. Change Orders

B. The documents listed in paragraph 9.01A are attached to this Agreement (except as expressly noted otherwise above.)

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

**Article 10. MISCELLANEOUS**

10.01 Terms.

A. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns.

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability.

A. Any provision of part of the Contract Documents held to be void or unenforceable under and Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed 6 copies of Agreement. Three counterparts have been delivered to OWNER, two to CONTRACTOR and one to ENGINEER. All portions of the contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the effective date of the Agreement).

Owner \_\_\_\_\_

Contractor Western Municipal Construction, Inc.

By \_\_\_\_\_  
(Signature)

By Jock Clause President  
(Signature) Jock Clause

Attest \_\_\_\_\_  
(Signature)

Attest Jeremy R. Bishop Vice President  
(Signature) Jeremy Bishop

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

5855 Elysian Road

\_\_\_\_\_

Billings, MT 59101

Phone No. \_\_\_\_\_

Phone No. 406-254-2106

Fax No. \_\_\_\_\_

Fax No. 406-245-9736

(Corporate Seal)

(Seal)

(If OWNER is a public body,  
attach evidence of authority  
to sign and resolution or other  
documents authorizing execution  
of Owner-Contractor Agreement)

Contractor Registration No. 13329  
Agent for service of process:

\_\_\_\_\_  
\_\_\_\_\_  
(if CONTRACTOR is a corporation or  
a partnership, attach evidence of  
authority to sign.)

Owner's Designated Representative:

Contractor's Designated Representative:

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

Name: Kyle Kastelitz

Title: \_\_\_\_\_

Title: Project Manager

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

Address: 5855 Elysian Road

\_\_\_\_\_

Billings, MT 59101

Phone No: \_\_\_\_\_

Phone No: 406-254-2106

FAX No: \_\_\_\_\_

FAX No: 406-245-9736

END OF SECTION 00500

### PERFORMANCE BOND

CONTRACTOR (name and address):

Western Municipal Construction, Inc.  
5855 Elysian Road  
Billings, MT 59101-6320

OWNER (name and address):

City of Miles City  
17 South 8th Street, Miles City, MT 59301

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$2,405,465.00

Two Million Four Hundred Five Thousand Four Hundred Sixty Five Dollars and 00/100

Description (name and location):

Strevell Area Street and Water Improvements, Miles City, MT

SURETY (name and address of principal place of business):

North American Specialty Insurance Company  
475 North Martingale Road, Suite 850  
Schaumburg, IL 60173

BOND

Bond Number: 2166861

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: \$2,405,465.00

Two Million Four Hundred Five Thousand Four Hundred Sixty Five Dollars and 00/100

Modifications to this Bond Form:

None

See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

Western Municipal Construction, Inc. (seal)

Contractor's Name and Corporate Seal

By: Jock Clause  
Signature

Jock Clause

Print Name

President

Title

Attest: Jeremy R Bishop  
Signature Jeremy Bishop

Vice President

Title

SURETY

North American Specialty Insurance Company (seal)

Surety's Name and Corporate Seal

By: Naomi Gerber  
Signature (attach power of attorney)

Naomi Gerber

Print Name

Attorney-in-Fact

Title

Attest: Allan Hultgren  
Signature Allan Hultgren

Witness

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
  - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

### PAYMENT BOND

CONTRACTOR (name and address):

Western Municipal Construction, Inc.  
5855 Elysian Road  
Billings, MT 59101-6320

OWNER (name and address): City of Miles City  
17 South 8th Street, Miles City, MT 59301  
CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$2,405,465.00

Description (name and location):

Two Million Four Hundred Five Thousand Four Hundred Sixty Five Dollars and 00/100  
Strevell Area Street and Water Improvements, Miles City, MT

SURETY (name and address of principal place of business):

North American Specialty Insurance Company  
475 North Martingale Road, Suite 850  
Schaumburg, IL 60173

#### BOND

Bond Number: 2166861

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: \$2,405,465.00

Modifications to this Bond Form:

None

See Paragraph 18

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

#### CONTRACTOR AS PRINCIPAL

Western Municipal Construction, Inc. (seal)

Contractor's Name and Corporate Seal

By: Jock Clause  
Signature

Jock Clause

Print Name

President

Title

Attest: Jeremy R Bishop  
Signature

Jeremy Bishop

Vice President

Title

#### SURETY

North American Specialty Insurance Company

Surety's Name and Corporate Seal

By: Naomi Gerber  
Signature (attach power of attorney)

Naomi Gerber

Print Name

Attorney-in-Fact

Title

Attest: Allan Hultgren  
Signature

Allan Hultgren

Witness

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond

shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: Naomi Gerber

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Western Municipal Construction, Inc.

Bond Number: 2166861

Obligee: City of Miles City

Bond Amount: See Bond Form

Bond Description: Strevell Area Street and Water Improvements, Miles City, MT

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:  
FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

By [Signature]  
David M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company

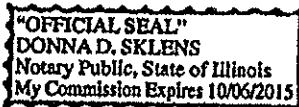


IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May 20 12.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 25th day of May 20 12, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
02/20/2013

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).

<b>PRODUCER</b> Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
<b>INSURED</b> Western Municipal Construction, Inc. 5855 Elysian Road Billings, MT 59101-6320		INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: 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 <input checked="" type="checkbox"/> PD Ded: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	CPP0882663	07/12/2012	07/12/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CPP0882663	07/12/2012	07/12/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CPP0882663	07/12/2012	07/12/2013	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Operations of the Insured. Primary Additional Insured and Waiver of Subrogation form GA233.  
 RE: Stevell Area Street and Water Improvements, Miles City, MT

<b>CERTIFICATE HOLDER</b> The City of Miles City P. O. Box 910 Miles City, MT 59301	<b>CANCELLATION</b> 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>Nathanael Allie</i>
--	--

Client#: 6347

WESTMUNI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/20/2013

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: Hoiness LaBar Insurance, A Member of Payne Financial Group, P.O. Box 30638, Billings, MT 59107-0638. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS. INSURER(S) AFFORDING COVERAGE: INSURER A: Montana State Fund, NAIC #.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, EXCESS LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Montana operations of the insured RE: Stevell Area Street and Water Improvements, Miles City, MT

CERTIFICATE HOLDER CANCELLATION

The City of Miles City, P. O. Box 910, Miles City, MT 59301. 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: Matthew Allie



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/21/2013

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).


<b>PRODUCER</b> PayneWest Insurance, Inc. P.O. Box 30638 Billings, MT 59107-0638 406 238-1900	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____		<b>FAX (A/C, No):</b> _____	
	<b>E-MAIL ADDRESS:</b> _____		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The City of Miles City P. O. Box 910 Miles City, MT 59301	<b>INSURER A:</b> Cincinnati Insurance Company			<b>NAIC #</b> _____
	<b>INSURER B:</b> _____			_____
	<b>INSURER C:</b> _____			_____
	<b>INSURER D:</b> _____			_____
	<b>INSURER E:</b> _____			_____
	<b>INSURER F:</b> _____			_____

**COVERAGES** CERTIFICATE NUMBER: 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	
							DESCRIPTION	AMOUNT
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BINDER1060708	02/21/2013	02/21/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED \$ _____ RETENTION \$ _____ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Job: Strevell Area Street and Water Improvements, Miles City, MT  
Job Cost: \$2,405,465  
Contractor: Western Municipal Construction, Inc., 5855 Elyslan Road, Billings, MT 59101-6320

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

**ACORD**<sup>TM</sup>

**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)  
02/20/2013

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

AGENCY PayneWest Insurance, Inc. P.O. Box 30638 Billings, MT 59107-0638		PHONE (A/C, No., Ext): 406 238-1900	COMPANY Cincinnati Insurance Company P.O. Box 145496 Cincinnati, OH 45250-5496	
FAX (A/C, No.): CODE:	E-MAIL ADDRESS: dolds@paynewest.com		SUB CODE:	
AGENCY CUSTOMER ID #: 6347		INSURED Western Municipal Construction, Inc., The City of Miles City, Subcontractors and Sub-subcontractors 5855 Elysian Road Billings, MT 59101-6320		
LOAN NUMBER		POLICY NUMBER BINDER1060683		
EFFECTIVE DATE 02/21/13		EXPIRATION DATE 02/21/14		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
 Strevell Area Street and Water Improvements, Miles City, MT 59301

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 EVIDENCE OF PROPERTY INSURANCE 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.

**COVERAGE INFORMATION**

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage/Special Form Including Theft		
Limit at the jobsite	\$2,405,465	\$2,500
Limit at temporary locations	\$50,000	\$2,500
Transit Limit	\$50,000	\$2,500
Catastrophe Limit	\$2,405,465	\$2,500
Earthquake Coverage	\$2,405,465	\$25,000

**REMARKS (Including Special Conditions)**

REMARKS (Including Special Conditions)

**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.

**ADDITIONAL INTEREST**

NAME AND ADDRESS The City of Miles City P. O. Box 910 Miles City, MT 59301	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	X Project Owner
	LOAN #	
AUTHORIZED REPRESENTATIVE <i>Nathan Allie</i>		

Client#: 6347

WESTMUNI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/20/2013

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PRODUCER: Holness LaBar Insurance, A Member of Payne Financial Group, P.O. Box 30638, Billings, MT 59107-0638. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE: INSURER A: Cincinnati Insurance Company, NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Operations of the insured. Additional Insured Form GA233. RE: Stevell Area Street and Water Improvements, Miles City, MT

CERTIFICATE HOLDER: Dowl HKM, P.O. Box 1518, 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: Nathan Allen

Client#: 6347

WESTMUNI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/20/2013

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PRODUCER: Holness LaBar Insurance, A Member of Payne Financial Group, P.O. Box 30638, Billings, MT 59107-0638. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURER A: Montana State Fund, INSURER B, C, D, E, F.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Montana operations of the Insured
RE: Stevell Area Street and Water Improvements, Miles City, MT

CERTIFICATE HOLDER

CANCELLATION

Dowl HKM
P. O. Box 1518
Miles City, MT 59301

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

Handwritten signature: Nathan Allie

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/21/2013

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PRODUCER: PayneWest Insurance, Inc. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: INSURER A: Cincinnati Insurance Company

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Job: Strevell Area Street and Water Improvements, Miles City, MT Job Cost: \$2,405,465 Contractor: Western Municipal Construction, Inc., 5855 Elysian Road, Billings, MT 59101-6320

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: Dowd HKM, P.O. Box 1518, 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: Nathan Allis

**ACORD**<sup>TM</sup>

**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)  
02/20/2013

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AGENCY PayneWest Insurance, Inc. P.O. Box 30638 Billings, MT 59107-0638		PHONE (A/C, No, Ext): 406 238-1900	COMPANY Cincinnati Insurance Company P.O. Box 145496 Cincinnati, OH 45250-5496	
FAX (A/C, No):	E-MAIL ADDRESS: doids@paynewest.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 6347		LOAN NUMBER Project Engineer		POLICY NUMBER BINDER1060683
INSURED Western Municipal Construction, Inc., The City of Miles City, Subcontractors and Sub-subcontractors 5855 Elyslan Road Billings, MT 59101-6320		EFFECTIVE DATE 02/21/13	EXPIRATION DATE 02/21/14	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
Strevell Area Street and Water Improvements, Miles City, MT 59301

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 EVIDENCE OF PROPERTY INSURANCE 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.

**COVERAGE INFORMATION**

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Bullders Risk Coverage/Special Form Including Theft		
Limit at the jobsite	\$2,405,465	\$2,500
Limit at temporary locations	\$50,000	\$2,500
Transit Limit	\$50,000	\$2,500
Catastrophe Limit	\$2,405,465	\$2,500
Earthquake Coverage	\$2,405,465	\$25,000

REMARKS (Including Special Conditions)

**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.

**ADDITIONAL INTEREST**

NAME AND ADDRESS Dowl HKM P. O. Box 1518 Miles City, MT 59301	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input checked="" type="checkbox"/>	Project Engineer
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>Nathan Allen</i>			

**RESOLUTION NO. 3577**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CITY PRINTING CONTRACT WITH STAR PRINTING COMPANY.**

*WHEREAS*, the City has advertised for and accepted bids for a city printing contract;

*AND WHEREAS* Star Printing Company, a Montana corporation, of P.O. Box 2000, Livingston, Montana was the lowest responsible bidder for such contract;

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

1. The Contract for City Printing, attached hereto, between the City of Miles City and Star Printing Company 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 Contract 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 Contract and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 12<sup>th</sup> DAY OF MARCH, 2013.**

\_\_\_\_\_  
C.A. Grenz, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Stanton, City Clerk

**CONTRACT FOR CITY PRINTING**

THIS CONTRACT is made and entered into this 12<sup>th</sup> day of March, 2013 by and between the City of Miles City, Montana, a Montana Municipal Corporation, of P. O. Box 910, Miles City, Montana 59301 hereinafter called "City," and Star Printing Company, a Montana corporation, of P.O. Box 2000, Livingston, Montana 59047, hereinafter called "Printer."

WHEREAS, the City Council of the City of Miles City, Montana, did heretofore advertise for bids pursuant to Montana Code Annotated 7-5-4108, and Printer was the lowest responsible bidder, said bid dated February 20, 2013, being attached hereto as Exhibit "A" and by this reference made a part hereof.

NOW, THEREFORE, the parties agree as follows:

The term of this contract shall be for one (1) year, effective March 12, 2013 until March 11, 2014.

City hereby contracts with Printer for completion of certain commercial printing jobs as specified in Exhibit "A" and agrees to pay for said printing during the term of this contract at the prices and amounts specified therein.

In any litigation arising out of this contract, the successful litigant shall be entitled to receive from the other parties, in addition to the costs and disbursements provided for by statute, a reasonable attorney's fee as fixed by the Court.

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

//

//



**“CITY”**

**The City of Miles City, Montana**

By: \_\_\_\_\_  
C.A. Grenz, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Stanton, City Clerk

**“PRINTER”**

**Star Printing Company**

By: \_\_\_\_\_  
Dan Killoy, Vice President

EXHIBIT "A"

# Star Commercial Printing

818 Main Street • PO Box 1216 • Miles City, MT 59301

(406) 234-0450 • (800) 323-6505

(406) 233-1180 direct line • (406) 234-6687 fax



February 20, 2013

To Whom it may concern;

Enclosed are our bids for the selected City of Miles City printing jobs.

Thank you,

A handwritten signature in cursive script that reads "Karmalee Young".

Karmalee Young

Print Manager

Star Commercial Printing

(406) 234-0450

karmaleeprint@midrivers.com



# Star Commercial Printing

818 Main Street • PO Box 1216 • Miles City, MT 59301  
(406) 234-0450 • (800) 323-6505  
(406) 233-1180 direct line • (406) 234-6687 fax



Item	Star Printing
5 day Biochemical Oxygen Demand I	500 = \$37.78
5 day Biochemical Oxygen Demand II	500 = \$34.49
Suspended Solids	250 = \$28.94
Bacteriological Lab Worksheet	250 = \$26.26
Daily Data & Calculation Sheet	500 = \$64.58
City Court Payment Envelope	
5 1/2 bar white envelope	500 = \$79.40
City Court Payment Envelope	
#10 Regular white wove Envelope	500 = \$59.07
City of Miles City Envelope	
#10 Regular white wove Envelope	500 = \$57.27
City of Miles City Envelope	
#10 Regular white wove Envelope - window	500 = \$60.40
City Claim Voucher Recap	
Blue bond, black ink	500 = \$36.44
Single sided pads of 100	
Travel Expense Voucher	
2 part Carbonless Single Sided	200 = \$47.86
Glued in Sets of 2	
Advance Travel Expense Voucher	
3 part Carbonless Single Sided	200 sets = \$56.94
Glued in Sets of 2	
City of Miles City Letterhead	
White 24lb. Smooth	500 = \$61.34
Leave Authorization Form	
CB Blue, CF yellow 8 1/2 X 3 1/2	100 = \$14.49
Single Sided, Glued in Sets of 2	
City Purchase Order	
CB Blue, CF yellow 8 1/2 X 11	
Single sided glued in sets of 2	500 = \$88.59
City of Miles City Ambulance Envelope	
#10 Regular white wove Envelope	500 = \$50.09
City of Miles City Ambulance Envelope	
#6 3/4 Regular white wove envelope	500 = \$44.10
City of Miles City Ambulance Envelope	
#10 Regular white wove Envelope	500 = \$46.70
Left Handed	
City of Miles City Ambulance Envelope	
#10 Regular white wove Envelope	500 = \$61.29
Right Handed	

<b>Stolen gun entry</b>	
8x5 white index black ink single sided	100 = \$27.90
<b>Stolen or felony vehicle</b>	100 = \$26.35
<b>Stolen Securities Entry</b>	100 = \$26.35
<b>Stolen Article Entry</b>	100 = \$26.35
<b>Stolen Boat Entry</b>	100 = \$27.90
<b>Order of Portection Entry</b>	
8X5 White Index	200 = \$20.32
Double Sided	
<b>NCIC Missing Person File Double sided</b>	100 = \$30.85
<b>Wanted Person File - entry</b>	300 = \$25.99
<b>Police Receipt for Property</b>	
2 part Carbonless Single Sided	
Glued in Sets of 2	500 sets = \$75.84
<b>Request for Forensics Exam</b>	
2 part Carbonless Double Sided	
Glued in Sets of 2	500 = \$89.71
<b>Vehicle Impoundment Record</b>	
2 part Carbonless Single Sided	100 sets = \$43.64
Glued in Sets of 2	
<b>Partner &amp; Family Member Assault Notice</b>	
3 part Carbonless Single Sided	
Glued in Sets of 3	400 sets = \$93.16
<b>Police dept Letterhead</b>	
White 24lb. Smooth	300 = \$74.13
<b>Police Dept Receipt Books</b>	
4 per sheet 3 part	
perforated, numbered, wirebound	30 bks = \$413.14
<b>Accident Exchange Sheet</b>	
8 1/2 X 11 3 part 150 per pad	1000 = \$215.96
<b>Criminal Investigation Covers</b>	
8.75X12.5 Blue 110# Index Colored	100 = \$71.41
<b>Back Covers to above</b>	25 = \$12.80



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**CITY OF MILES CITY**  
**OFFICE OF THE CITY ATTORNEY**

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513 Main Street, P.O. Box 728  
Miles City, MT 59301  
Telephone: 406-232-4070  
Fax: 406-232-4093

**DANIEL Z. RICE**  
City Attorney

March 4, 2013

Rebecca Stanton  
City Clerk  
17 South 8<sup>th</sup>  
Miles City, Montana 59301

Re: City Printing Contract

Dear Becky,

I approve of the Contract for City Printing which accompanies Resolution 3577,  
between the City of Miles City and Star Printing Company.

Sincerely,



Daniel Z. Rice

cc: C.A. Grenz

**RESOLUTION NO. 3584**

**A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A HANDICAPPED PARKING SPACE AND APPROPRIATE SIGNAGE AT 907 GARLAND.**

*WHEREAS*, the City Council is authorized by §49-4-302(4) MCA to establish and erect signage for parking spaces reserved for persons with disabilities or the holders of parking permits issued by the Montana Department of Justice for persons with disabilities;

*AND WHEREAS* the City Council has determined that the establishment of signage of such a parking space is advisable at the front of a residence at 907 Garland in Miles City, Montana;

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

1. By authority of §49-4-302(4) MCA a parking space reserved for persons with disabilities or the holders of parking permits issued by the Montana Department of Justice for persons with disabilities is hereby established at the front of the residence at 907 Garland in Miles City, Montana, subject to the following terms and conditions:

- A. The space must be located on a smooth, level surface as near as practicable to building entrances or walkways that have curb cuts and appropriately designed ramps and access lanes to accommodate wheelchairs.
- B. The parking space shall be parallel to the curbside, and must be separated from an adjacent space, either in the front or the rear, by at least 5 feet of striped no-parking area.
- C. The parking space must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and stating the penalty for a violation is a \$100.00 fine. The sign must be attached to post in a way that it is not obscured by a vehicle parked in the space.

2. A vehicle may not be parked in such space unless:

- A. The vehicle is lawfully displaying a parking permit issued under Title 49, Chapter 4, Part 3, MCA, a distinguishing license plate or placard for a person with a disability that was issued by a foreign jurisdiction conferring parking privileges similar to those conferred in Title 49, Chapter 4, Part 3, or a specially inscribed license plate displaying the letters "DV" issued under 61-3-458(4)(b) or (4)(i) MCA or displaying a wheelchair as provided in 61-3-332(9) MCA; and

B. The reserved parking space is being used by the person for whom the permit, plate, or placard was issued to enter or exit the vehicle.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY  
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,  
MONTANA, THIS 12<sup>th</sup> DAY OF MARCH, 2013.**

---

C.A. Grenz, Mayor

ATTEST:

---

Rebecca Stanton, City Clerk

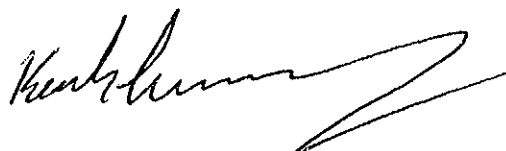
2/20/13

Public Service Committee Members

I just purchased a home at 422 Missouri. I would like to put a fence up that run along the sidewalk on Missouri Street and 4ft from the curb on 5th street. We need a fence for the safety of the three young children that live here also. The city right of way would run along my deck. I don't like a fence that close to the house and would like more room for the kids to play.

Thanks for the consideration

Keith Leininger

A handwritten signature in black ink, appearing to read "Keith Leininger", with a long, sweeping flourish extending to the right.



Missouri

Side walk

House

Car Port

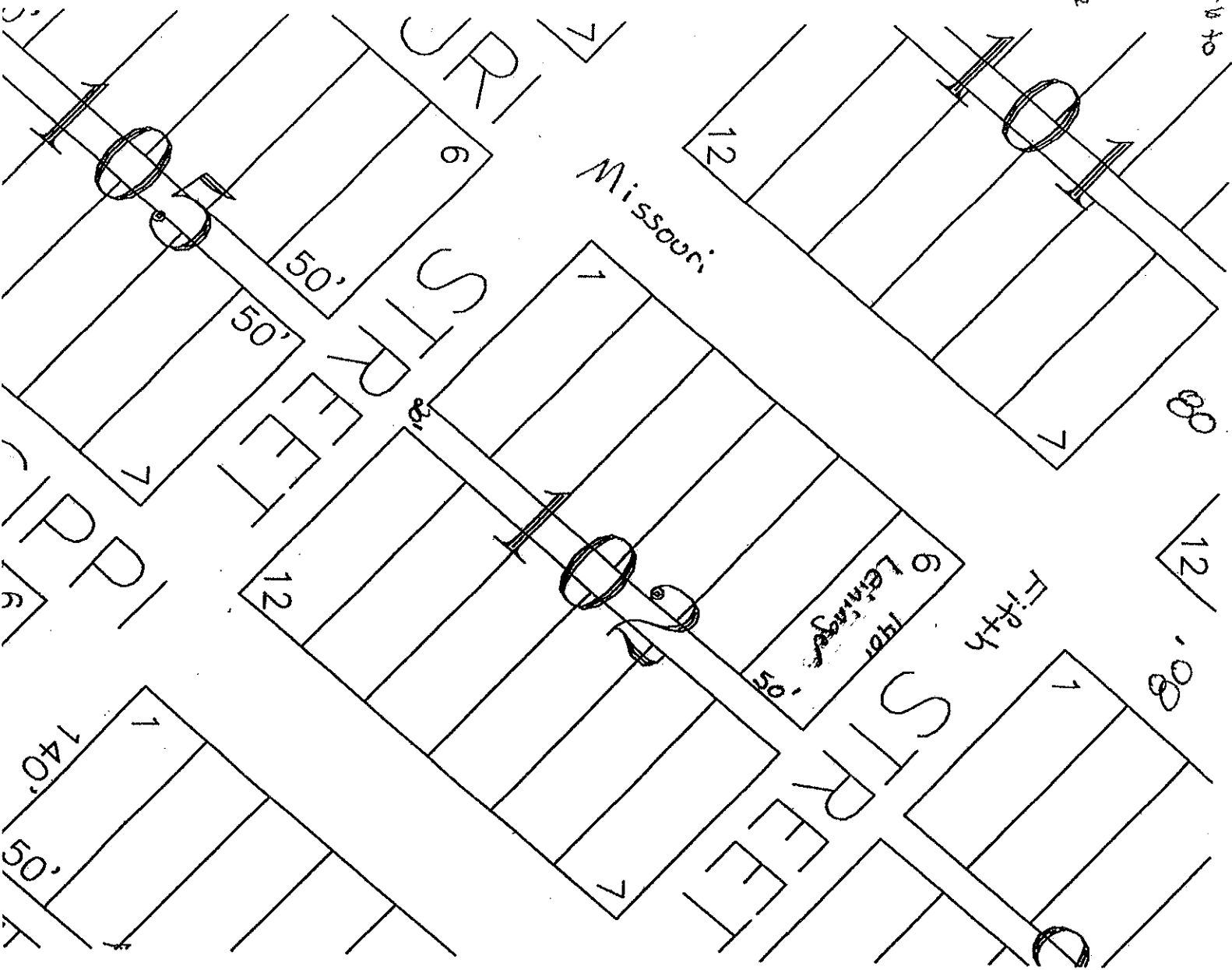
Drive Way

Fifth

14'

Keith Leininger

LEASE back of curb to  
 side of curb (BAC)  
 extract 80 from  
 1050 cement hand divide  
 2. This gives the  
 by Right-of-way  
 mension, and locates  
 ure your property  
 ie starts.





Side yard from 5<sup>th</sup> Street



Side of house on 5<sup>th</sup> Street



Front yard view from 5<sup>th</sup> Street



Side yard from 422 Missouri Street



Back of lot from 5<sup>th</sup> Street

## Wibaux Park Shelter project- 4th Draft

Lt. Governor, Mike Stevenson's presentation at the 10/09/12 Kiwanis Board meeting of 2012-13 fiscal year District Goals was inspiring; particularly the reminder of Kiwanis motto "We Build". But, before we take on any new projects, we should maintain what Miles City already has.

Per Brady Stone, City Parks Manager, **Wibaux is the most heavily used park in Miles City.** It used by families & kids for the Playground, Frog pool, frisbee, basketball, BBQ's, Birthdays etc. The shelter provides protection from the weather and families use the bathrooms when playing in the park. We are suggesting that Kiwanis serve our community by freshening up the Kiwanis Shelter at Wibaux Park.

On 10/10/12 Kiwanis members John Menyhart & Brandon Janshen, made a premises visit to review the needs of the Wibaux Park shelter. **On 11/13/12 the Kiwanis Board approved the shelter as a 2013 project and funded \$500.00 seed money. Per Chris Hopkins, Boy Scouts Troop Committee Chair, a group of Boy Scouts led by an Eagle Scout candidate is also willing to collaborate donate their labor to improve this & other aspects of Wibaux Park.** We returned to the park with Brady Stone on 11/21/12 and Stone concurs with the assesment of needs below.

### Kiwanis Shelter needs:

- \* Shelter deck is sticky with spilled food & beverages.(A good, indication of heavy use!)
- \* Building exterior paint is worn (Last painted in 2004, 8 years ago by Kiwanis)
- \* Exterior electrical outlet covers are missing (Safety issue)
- \* The hand dryer in the Mens restroom is broken
- \* There are no soap dispensers in restrooms (Sanitary issue)
- \* The bathroom exhausts are worn & are clogged w/ debris (Unsanitary odors)
- \* Bathrooms lack privacy partitions
- \* 3 small Kiwanis signs are faded - Perhaps can be re-skinned w/ vinyl lettering
- \* Shelter's metal roof & eaves are in good shape, but need to be power-washed.
- \* One Bathroom door has rust holes
- \* Exterior lights were missing, but have since been replaced by the City

### A phased approach allows work to be prioritized & completed as funds are raised:

- \$ 510 Phase I - Power wash deck. Repaint Shelter, Signage, new soap dispensers (Paid by Kiwanis)
- \$ 700 Phase II - Exterior outlet covers, Replace hand dryer, replace 1 Exhaust fan
- \$4,460 Phase III - Demo interior walls, install new privacy partitions - *what kind of walls.*
- \$1,775 Phase IV - Replace door & trim, new overhead door & wood trim
- \$3,936 Phase V - Demo perimeter of uneven asphalt & replace w/ concrete *How about to pool.*

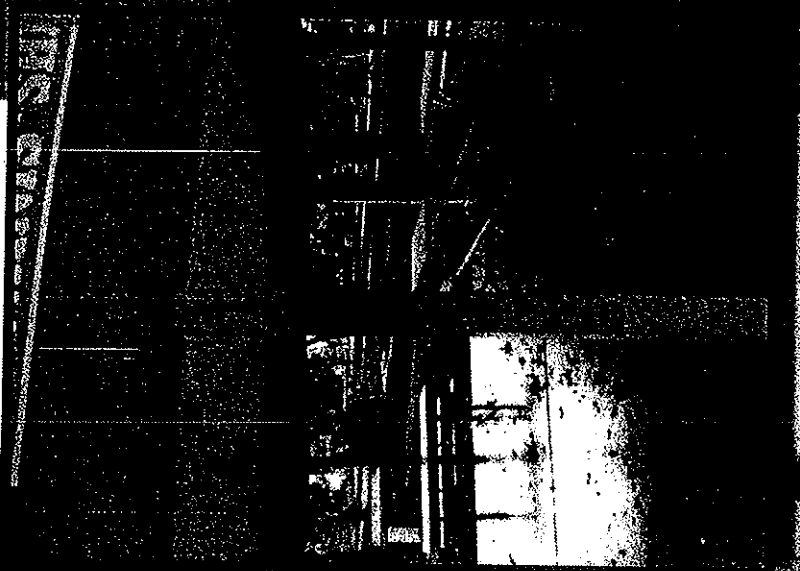
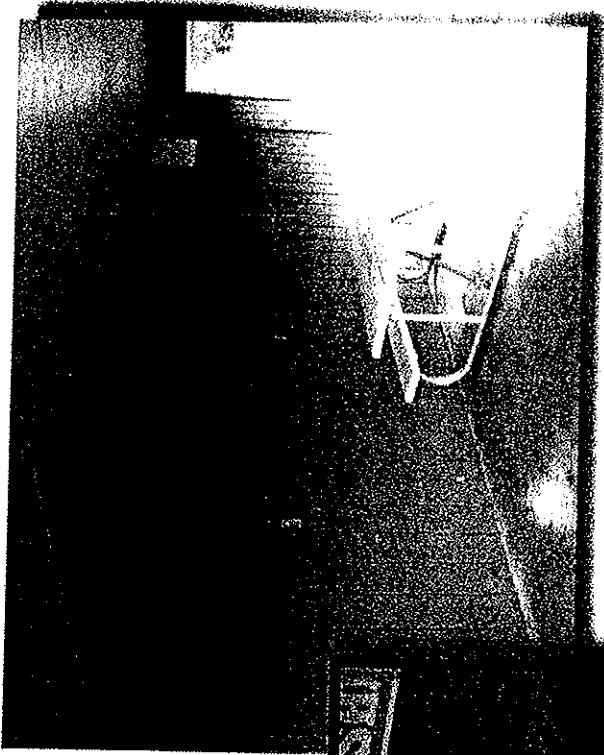
### Project steps:

- Develop a plan or phases, adjust plan as needed
- Funding - Kiwanis Board approve \$500.00 seed money to kick-starts project
- Gain approval from City Council
- Seek additional Funding - City budget, In-kind donations, Public donations, Grants - *DAWN.*
- Submit article to Miles City Star. Explain plan & asking for public donations of \$5 & \$10
- Kiwanis is a 501(c)3. 100% of donations will be put into the park project
- Plan dates & work the project(s)
- Provide progress reports to Kiwanis & City Council

John S. Menyhart, CIC  
johnmenyhart@hotmail.com  
Kiwanis - Montana District Risk Manager  
Cell (406)951-3509

Brandon Janshen,  
bdesign@midrivers.com  
AIA Associate with Stevenson Design.  
CELL (406)853-2824

*monday @ noon Country Club.*



Kiwanis Shelter Renovation  
Miles City, MT

March 2013

Item	Qty	Unit	Price	Total	
<b>PHASE ONE</b>					
Paint (Green)	3	gal.	\$ 30.00	\$ 90.00	\$ 510.00
Paint (Tan)	2	gal.	\$ 30.00	\$ 60.00	
Paint (White)	2	gal.	\$ 30.00	\$ 60.00	
Paint Accessories	1	l.s.	\$ 50.00	\$ 50.00	
New Kiwanis Signs (Small)	3	ea.	\$ 50.00	\$ 150.00	
Soap Dispenser (wall-mounted)	2	ea.	\$ 50.00	\$ 100.00	
<b>PHASE TWO</b>					
Exterior Outlet Covers	5	ea.	\$ 10.00	\$ 50.00	\$ 700.00
New Hand Dryer (installed)	1	ea.	\$ 400.00	\$ 400.00	
New Exhaust Fans (installed)	1	ea.	\$ 250.00	\$ 250.00	
<b>PHASE THREE</b>					
Demo Interior walls	160	s.f.	\$ 6.00	\$ 960.00	\$ 4,460.00
New Bathroom Partitions	3.5	ea.	\$ 1,000.00	\$ 3,500.00	
<b>PHASE FOUR</b>					
New Doors	3	ea.	\$ 300.00	\$ 900.00	\$ 1,775.00
New OH Door	1	ea.	\$ 500.00	\$ 500.00	
New Trim Around Doors	75	l.f.	\$ 5.00	\$ 375.00	
<b>PHASE FIVE</b>					
Demo Asphalt	656	s.f.	\$ 1.00	\$ 656.00	\$ 3,936.00
Replace Asphalt w/ Concrete	656	s.f.	\$ 5.00	\$ 3,280.00	
<b>TOTAL:</b>				<b>\$ 11,381.00</b>	
Single Coat sq. ft.					
	S.f. to gal. conversion				
Paint (Green)	810	2.31			
Paint (Tan)	680	1.94			
Paint (White)	530	1.51			

03/07/13  
16:29:24

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 2/13

Page: 1 of 21  
Report ID: AP100

For doc #s from to 999999  
\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
122201	72382S	2914	TOURISM BUSINESS IMPROVEMENT	6,710.00					
1	122201	02/12/13	JANUARY COLLECTIONS	6,710.00			7370 212500		101000
122203	72383S	1721	MID RIVERS TELEPHONE CORP	2,974.13					
1	122203	02/12/13	TEL/CABLE/INGTERNET/LD	177.52*			1000 6 410300	346	101000
2	122203	02/12/13	TEL/CABLE/INGTERNET/LD	53.72			2220 16 460100	345	101000
3	122203	02/12/13	TEL/CABLE/INGTERNET/LD	288.13			2850 105 420140	345	101000
4	122203	02/12/13	TEL/CABLE/INGTERNET/LD	92.91*			2985 15 450300	345	101004
5	122203	02/12/13	TEL/CABLE/INGTERNET/LD	37.60*			2985 15 450300	347	101004
6	122203	02/12/13	TEL/CABLE/INGTERNET/LD	94.44			5610 87 430300	345	101000
7	122203	02/12/13	TEL/CABLE/INGTERNET/LD	36.74			5610 87 430300	319	101000
8	122203	02/12/13	TEL/CABLE/INGTERNET/LD	37.60			5610 87 430300	347	101000
9	122203	02/12/13	TEL/CABLE/INGTERNET/LD	37.45			1000 1 410200	345	101000
10	122203	02/12/13	TEL/CABLE/INGTERNET/LD	58.98			1000 3 410500	345	101000
11	122203	02/12/13	TEL/CABLE/INGTERNET/LD	19.52			1000 3 410500	347	101000
12	122203	02/12/13	TEL/CABLE/INGTERNET/LD	11.09			1000 4 411100	345	101000
13	122203	02/12/13	TEL/CABLE/INGTERNET/LD	321.08			1000 5 420140	345	101000
14	122203	02/12/13	TEL/CABLE/INGTERNET/LD	65.60			1000 5 420140	347	101000
15	122203	02/12/13	TEL/CABLE/INGTERNET/LD	285.97			1000 5 420160	345	101000
16	122203	02/12/13	TEL/CABLE/INGTERNET/LD	168.29			1000 7 420460	345	101000
17	122203	02/12/13	TEL/CABLE/INGTERNET/LD	135.60*			1000 7 420460	347	101000
18	122203	02/12/13	TEL/CABLE/INGTERNET/LD	11.09			1000 9 410540	345	101000
19	122203	02/12/13	TEL/CABLE/INGTERNET/LD	44.45			1000 13 460433	345	101000
20	122203	02/12/13	TEL/CABLE/INGTERNET/LD	37.60			1000 13 460433	347	101000
21	122203	02/12/13	TEL/CABLE/INGTERNET/LD	40.03			1000 21 440600	345	101000
22	122203	02/12/13	TEL/CABLE/INGTERNET/LD	84.02			1000 36 411020	345	101000
23	122203	02/12/13	TEL/CABLE/INGTERNET/LD	26.36			2394 18 420531	345	101000
24	122203	02/12/13	TEL/CABLE/INGTERNET/LD	73.93			2510 107 430220	345	101000
25	122203	02/12/13	TEL/CABLE/INGTERNET/LD	39.25			2520 108 430220	345	101000
26	122203	02/12/13	TEL/CABLE/INGTERNET/LD	81.13			5210 22 430530	345	101000
27	122203	02/12/13	TEL/CABLE/INGTERNET/LD	80.25*			5210 22 430530	347	101000
28	122203	02/12/13	TEL/CABLE/INGTERNET/LD	43.41			5210 23 430550	345	101000
29	122203	02/12/13	TEL/CABLE/INGTERNET/LD	11.40			5210 23 430550	347	101000
30	122203	02/12/13	TEL/CABLE/INGTERNET/LD	53.59			5210 25 430510	345	101000
31	122203	02/12/13	TEL/CABLE/INGTERNET/LD	19.52*			5210 25 430510	347	101000
32	122203	02/12/13	TEL/CABLE/INGTERNET/LD	53.57			5310 29 430610	345	101000
33	122203	02/12/13	TEL/CABLE/INGTERNET/LD	19.51*			5310 29 430610	347	101000
34	122203	02/12/13	TEL/CABLE/INGTERNET/LD	43.40			5310 31 430630	345	101000
35	122203	02/12/13	TEL/CABLE/INGTERNET/LD	11.40			5310 31 430630	347	101000
36	122203	02/12/13	TEL/CABLE/INGTERNET/LD	38.43			5310 33 430640	345	101000
37	122203	02/12/13	TEL/CABLE/INGTERNET/LD	45.60*			5310 33 430640	347	101000



03/07/13  
16:29:24

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 2/13

Page: 2 of 21  
Report ID: AP100

For doc #s from to 999999  
\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
38	122203	02/12/13	TEL/CABLE/INGTERNET/LD	115.88			5510 10 420730	345	101000
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40	122203	02/12/13	TEL/CABLE/INGTERNET/LD	38.43			6040 910 430220	345	101000
41	122203	02/12/13	TEL/CABLE/INGTERNET/LD	11.40			6040 910 430220	347	101000
122204	72388S	373	MASTERCARD	11,992.94					
1	122204	02/13/13	OFFICE SUPPLIES	38.95*			1000 3 410500	210	101000
2	122204	02/13/13	OPERATING EXP	31.39*			1000 3 410500	220	101000
3	122204	02/13/13	OFFICE SUPP	450.49			1000 5 420140	210	101000
4	122204	02/13/13	SM ITEMS OF EQUIP	321.17			1000 5 420140	214	101000
5	122204	02/13/13	OP EXP	18.04*			1000 5 420140	220	101000
6	122204	02/13/13	R & M SUPPLIES	427.44			1000 5 420140	230	101000
7	122204	02/13/13	POSTAGE	34.66			1000 5 420140	311	101000
8	122204	02/13/13	TRAVEL	282.27			1000 5 420140	370	101000
9	122204	02/13/13	R & M SUPPLIES	14.99			1000 7 420460	230	101000
10	122204	02/13/13	TELEPHONE	44.64			1000 7 420460	345	101000
11	122204	02/13/13	TRAVEL	197.58			1000 7 420460	370	101000
12	122204	02/13/13	BUILDING MATERIALS	17.46			1000 7 420460	400	101000
13	122204	02/13/13	OP EXP	59.99			1000 8 411230	220	101000
14	122204	02/13/13	R & M SUPPLIES	20.96			1000 8 411230	230	101000
15	122204	02/13/13	OFFICE SUPP	18.00			1000 13 460433	210	101000
16	122204	02/13/13	SM ITEMS OF EQUIP	84.98			1000 13 460433	214	101000
17	122204	02/13/13	OP EXP	23.07			1000 13 460433	220	101000
18	122204	02/13/13	CLOTHING & UNIFORMS	124.99			1000 13 460433	226	101000
19	122204	02/13/13	R & M SUPPLIES	229.41			1000 13 460433	230	101000
20	122204	02/13/13	R & M VEHICLES	432.20			1000 13 460433	363	101000
21	122204	02/13/13	OP EXP	89.17			1000 21 440600	220	101000
22	122204	02/13/13	MEMERSHIPS	275.00*			1000 36 411020	334	101000
23	122204	02/13/13	OFFICE SUPP	7.50			1000 201 431200	210	101000
24	122204	02/13/13	JANITORIAL SUPP	24.81			2220 16 460100	224	101000
25	122204	02/13/13	POSTAGE	91.99			2220 16 460100	311	101000
26	122204	02/13/13	BOOKS	559.27			2220 16 460100	382	101000
27	122204	02/13/13	OFFICE SUPPLIES	35.63*			2394 18 420531	210	101000
28	122204	02/13/13	OFFICE SUPP	96.75*			2510 107 430220	210	101000
29	122204	02/13/13	OP EXP	5.42			2510 107 430220	220	101000
30	122204	02/13/13	SIGN PARTS & SUPPLIES	126.10*			2510 107 430220	242	101000
31	122204	02/13/13	R & M VEHICLES	1,894.68			2510 107 430220	363	101000
32	122204	02/13/13	OFFICE SUPP	27.38			2520 108 430220	210	101000
33	122204	02/13/13	OP EXP	1.36			2520 108 430220	220	101000
34	122204	02/13/13	SIGN PARTS & SUPPLIES	31.51			2520 108 430220	242	101000
35	122204	02/13/13	R & M VEHICLES	473.66			2520 108 430220	363	101000
36	122204	02/13/13	POSTAGE	93.60*			2985 15 450300	311	101000

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37	122204	02/13/13 OP EXP	39.09			5210 22 430530	220	101000
38	122204	02/13/13 CHEMICALS	394.22*			5210 22 430530	222	101000
39	122204	02/13/13 R & M SUPPLIES	106.66			5210 22 430530	230	101000
40	122204	02/13/13 CONSUMABLE TOOLS	10.58			5210 22 430530	241	101000
41	122204	02/13/13 R & M VEHICLES	423.84			5210 22 430530	363	101000
42	122204	02/13/13 OFFICE SUPP	80.34			5210 23 430550	210	101000
43	122204	02/13/13 OP EXP	49.75			5210 23 430550	220	101000
44	122204	02/13/13 R & M SUPPLIES	323.06			5210 23 430550	230	101000
45	122204	02/13/13 R & M VEHICLES	517.86			5210 23 430550	363	101000
46	122204	02/13/13 OP EXP	31.39			5210 25 430510	220	101000
47	122204	02/13/13 OP EXP	14.09			5210 25 430510	220	101000
48	122204	02/13/13 R & M SUPPLIES	106.63			5210 25 430510	230	101000
49	122204	02/13/13 CONSUMABLE TOOLS	10.58			5210 80 430540	241	101000
50	122204	02/13/13 OP EXP	31.39			5310 29 430610	220	101000
51	122204	02/13/13 OFFICE SUPP	53.45*			5310 31 430630	210	101000
52	122204	02/13/13 OP EXP	49.75			5310 31 430630	220	101000
53	122204	02/13/13 R & M VEHICLES	517.86			5310 31 430630	363	101000
54	122204	02/13/13 OP EXP	7.52			5310 31 430630	220	101000
55	122204	02/13/13 R & M SUPPLIES	9.96			5310 32 430690	230	101000
56	122204	02/13/13 OFFICE SUPP	29.98			5310 33 430640	210	101000
57	122204	02/13/13 OP EXP	40.80			5310 33 430640	220	101000
58	122204	02/13/13 R & M SUPPLIES	205.39			5310 33 430640	230	101000
59	122204	02/13/13 POSTAGE	3.10			5310 33 430640	311	101000
60	122204	02/13/13 R & M VEHICLES	383.22			5310 33 430640	363	101000
61	122204	02/13/13 SM ITEMS OF EQUIP	202.76			5510 10 420730	214	101000
62	122204	02/13/13 OP EXP	335.93			5510 10 420730	220	101000
63	122204	02/13/13 CHEMICALS	238.47*			5510 10 420730	222	101000
64	122204	02/13/13 R & M SUPPLIES	-1.55			5510 10 420730	230	101000
65	122204	02/13/13 TELEPHONE	100.00			5510 10 420730	345	101000
66	122204	02/13/13 BUILDING MATERIALS	10.99			5510 10 420730	400	101000
67	122204	02/13/13 OFFICE SUPPLIES	22.88			5610 87 430300	210	101000
68	122204	02/13/13 OPERATING SUPPLIE	347.74*			5610 87 430300	220	101000
69	122204	02/13/13 REPAIR & MAIN SUPP	495.40			5610 87 430300	230	101000
70	122204	02/13/13 TELEPHONE	93.30			5610 87 430300	345	101000
122205	72386S	1182 DOWL HKM INC.	15,023.20					
1	122205	02/14/13 INV 13-RIVERSIDE PARK PROJ	1,621.12			1000 13 460433	936	101000
2	122205	02/14/13 INV 9 10-STREVELL WTR LINE	7,276.89			5210 23 430550	958	102240
3	122205	02/14/13 INV 9 & 10-STREVELL WTR LINE	1,013.54*			2510 107 430235	350	101000
4	122205	02/14/13 INV 9 10-STREVELL WTR LINE	4,099.99			2510 107 430233	350	101000
5	122205	02/14/13 INV 8-STREVELL WTR LINE	594.15			5210 23 430550	958	102240
6	122205	02/14/13 INV 8-STREVELL WTR LINE	334.76			2510 107 430233	350	101000

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7	122205	02/14/13 INV 8-STREVELL WTR LINE		82.75*			2510 107 430235	350	101000
122206	72385S	523 CITY SERVICE, INC.		82,109.62					
1	122206	02/14/13 AVIATION FUEL		41,094.43*			5610 87 430300	237	101000
		937086							
2	122206	02/14/13 AVIATION FUEL		38,399.19*			5610 87 430300	237	101000
		93677832392							
3	122206	02/14/13 TRUCK LEASE		750.00*			5610 87 430300	220	101000
		932392							
4	122206	02/14/13 TRUCK LEASE		1,100.00*			5610 87 430300	220	101000
		932392							
5	122206	02/14/13 TRUCK LEASE		750.00*			5610 87 430300	220	101000
		937023							
6	122206	02/14/13 TERMINAL MAINT		16.00*			5610 87 430300	220	101000
		936918							
122207	72387S	902 ENERGY LABORATORIES INC		109.00					
1	122207	02/14/13 CONTRACTED		109.00			5210 80 430540	352	101000
122208	72384S	394 BOSS INC		725.50					
1	122208	02/14/13 OPERATING SUPPLIES		24.88			1000 5 420160	220	101000
2	122208	02/14/13 OPERATING SUPPLIES		121.28			2850 105 420140	210	101000
3	122208	02/14/13 OPERATING SUPPLIES		101.01*			1000 3 410500	210	101000
4	122208	02/14/13 OPERATING SUPPLIES		101.01			5210 25 430510	210	101000
5	122208	02/14/13 OPERATING SUPPLIES		101.02			5310 29 430610	210	101000
6	122208	02/14/13 OPERATING SUPPLIES		276.30			5510 10 420730	210	101000
122209	72390S	2830 STAR PRINTING & SUPPLY		941.13					
1	122209	02/14/13 PRINTING		60.55			2220 16 460100	320	101000
2	122209	02/14/13 PRINTING		58.09			2220 16 460100	320	101000
3	122209	02/14/13 OFFICE SUPPLIES		50.00			2220 16 460100	210	101000
4	122209	02/14/13 OPERATING SUPPLIES		82.51*			1000 5 420140	220	101000
5	122209	02/14/13 OPERATING SUPPLIES		239.49*			2985 15 450330	220	101004
6	122209	02/14/13 OFFICE SUPPLIES		126.95*			1000 3 410500	210	101000
7	122209	02/14/13 OFFICE SUPPLIES		126.95			5210 25 430510	210	101000
8	122209	02/14/13 OFFICE SUPPLIES		126.94			5310 29 430610	210	101000
9	122209	02/14/13 PRINTING		34.83			5210 25 430510	320	101000
10	122209	02/14/13 PRINTING		34.82			5310 29 430610	320	101000

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122210	72389S	2831	MILES CITY STAR ADVERTISING	807.06					
1	122210	02/14/13	RENTAL	32.49			1000 6 410300	533	101000
2	122210	02/14/13	OFFICE SUPPLIES	146.57			1000 6 410300	210	101000
3	122210	02/14/13	PUBLICITY	46.67			1000 3 410500	330	101000
4	122210	02/14/13	PUBLICITY	46.67			5210 25 430510	330	101000
5	122210	02/14/13	PUBLICITY	46.66			5310 29 430610	330	101000
6	122210	02/14/13	PUBLICITY	72.50			5210 25 430510	330	101000
7	122210	02/14/13	PUBLICITY	72.50			5310 29 430610	330	101000
8	122210	02/14/13	PUBLICITY	53.65			2510 107 430220	330	101000
9	122210	02/14/13	PUBLICITY	76.35			5210 23 430550	330	101000
10	122210	02/14/13	PUBLICITY	130.50*			1000 201 431200	331	101000
11	122210	02/14/13	PUBLICITY	49.50			1000 13 460433	936	101000
12	122210	02/14/13	PUBLICITY	33.00*			1000 36 411020	331	101000
122212	72395S	999999	JUSTIN RUSSELL	124.39					
1	122212	02/19/13	TRAVEL-LEWISTON	62.20			1000 7 420460	370	101000
2	122212	02/19/13	TRAVEL-LEWISTON	62.19			5510 10 420730	370	101000
122213	72391S	999999	CAMERON DUFFIN	279.56					
1	122213	02/19/13	TRAVEL-LEWISTON	139.78			1000 7 420460	370	101000
2	122213	02/19/13	TRAVEL-LEWISTON	139.78			5510 10 420730	370	101000
122214	72396S	1810	MILES CITY VET SERVICE	100.00					
1	122214	02/19/13	CONTRACTED SRVICES	100.00			1000 5 420140	350	101000
122215	72392S	2865	DEPT OF ENVIRONMENTAL QUALITY	7,042.00					
1	122215	02/19/13	COMMUNITY CONNECTION FEE	7,042.00			5210 362040		101000
122216	72393S	771	DEPT OF REVENUE	1,790.61					
1	122216	02/19/13	1% MISC TAX-ANDERSON	1,790.61			5310 32 430690	940	102240
122217	72394S	999999	DICK ANDERSON CONSTRUCTION	177,270.14					
1	122217	02/19/13	HAYNES AVE LIFT PROJ INV 3	177,270.14			5310 32 430690	940	102240
122218	72397S	2529	RAILROAD MAINAGEMENT CO III, LLC	132.87					
1	122218	02/19/13	8TH ST WTR CROSSING LEASE	132.87			5210 23 430550	532	101000

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122219	72398S	4019 WEX Bank	12,699.43					
1	122219	02/20/13 FUEL	2,780.73			1000 5 420140	231	101000
2	122219	02/20/13 FUEL	126.99			1000 21 440600	231	101000
3	122219	02/20/13 FUEL	2,328.83			2510 107 430220	231	101000
4	122219	02/20/13 FUEL	582.20			2520 108 430220	231	101000
5	122219	02/20/13 FUEL	392.62			1000 13 460433	231	101000
6	122219	02/20/13 FUEL	1,618.10			5210 23 430550	231	101000
7	122219	02/20/13 FUEL	1,618.09			5310 31 430630	231	101000
8	122219	02/20/13 FUEL	387.97			1000 7 420460	231	101000
9	122219	02/20/13 FUEL	1,187.55			5510 10 420730	231	101000
10	122219	02/20/13 FUEL	44.62			5210 80 430540	231	101000
11	122219	02/20/13 FUEL	201.32			5310 32 430690	231	101000
12	122219	02/20/13 FUEL	41.53			5310 33 430640	231	101000
13	122219	02/20/13 FUEL	1,388.88			5610 87 430300	231	101000
122220	72399S	1970 MONTANA DAKOTA UTILITIES	28,522.45					
1	122220	02/20/13 GAS/ELEC/RENTAL	222.49			1000 7 420460	341	101000
2	122220	02/20/13 GAS/ELEC/RENTAL	259.94			1000 7 420460	344	101000
3	122220	02/20/13 GAS/ELEC/RENTAL	334.59			1000 8 411230	341	101000
4	122220	02/20/13 GAS/ELEC/RENTAL	423.97			1000 8 411230	344	101000
5	122220	02/20/13 GAS/ELEC/RENTAL	302.51			1000 13 460433	341	101000
6	122220	02/20/13 GAS/ELEC/RENTAL	488.43			1000 13 460433	344	101000
7	122220	02/20/13 GAS/ELEC/RENTAL	23.03*			1000 21 440600	341	101000
8	122220	02/20/13 GAS/ELEC/RENTAL	55.95			1000 21 440600	344	101000
9	122220	02/20/13 GAS/ELEC/RENTAL	394.99			2220 16 460100	341	101000
10	122220	02/20/13 GAS/ELEC/RENTAL	264.15			2220 16 460100	344	101000
11	122220	02/20/13 GAS/ELEC/RENTAL	7,450.22			2400 46 430263	341	101000
12	122220	02/20/13 GAS/ELEC/RENTAL	3,274.36			2400 46 430263	533	101000
13	122220	02/20/13 GAS/ELEC/RENTAL	1,362.56			2400 46 430263	341	101000
14	122220	02/20/13 GAS/ELEC/RENTAL	531.92			2400 46 430263	533	101000
15	122220	02/20/13 GAS/ELEC/RENTAL	96.31			2430 49 430263	341	101000
16	122220	02/20/13 GAS/ELEC/RENTAL	982.66			2440 50 430263	341	101000
17	122220	02/20/13 GAS/ELEC/RENTAL	206.41			2470 72 430263	341	101000
18	122220	02/20/13 GAS/ELEC/RENTAL	243.30			2470 72 430263	533	101000
19	122220	02/20/13 GAS/ELEC/RENTAL	41.18			2480 47 430263	341	101000
20	122220	02/20/13 GAS/ELEC/RENTAL	77.09			2510 107 430220	341	101000
21	122220	02/20/13 GAS/ELEC/RENTAL	71.41			2510 107 430220	344	101000
22	122220	02/20/13 GAS/ELEC/RENTAL	6.58			2520 108 430220	341	101000
23	122220	02/20/13 GAS/ELEC/RENTAL	17.85			2520 108 430220	344	101000
24	122220	02/20/13 GAS/ELEC/RENTAL	3,337.17			5210 22 430530	341	101000
25	122220	02/20/13 GAS/ELEC/RENTAL	1,704.34			5210 22 430530	344	101000

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26	122220	02/20/13	GAS/ELEC/RENTAL	16.43			5210 23 430550	341	101000
27	122220	02/20/13	GAS/ELEC/RENTAL	44.63			5210 23 430550	344	101000
28	122220	02/20/13	GAS/ELEC/RENTAL	16.43			5310 31 430630	341	101000
29	122220	02/20/13	GAS/ELEC/RENTAL	44.63			5310 31 430630	344	101000
30	122220	02/20/13	GAS/ELEC/RENTAL	944.58			5310 32 430690	341	101000
31	122220	02/20/13	GAS/ELEC/RENTAL	19.74*			5310 32 430690	344	101000
32	122220	02/20/13	GAS/ELEC/RENTAL	4,109.93			5310 33 430640	341	101000
33	122220	02/20/13	GAS/ELEC/RENTAL	167.85			5510 10 420730	341	101000
34	122220	02/20/13	GAS/ELEC/RENTAL	196.09			5510 10 420730	344	101000
35	122220	02/20/13	GAS/ELEC/RENTAL	400.50			6040 910 430220	341	101000
36	122220	02/20/13	GAS/ELEC/RENTAL	388.23			6040 910 430220	344	101000
122221	72401S	277	COMDATA	1,023.36					
1	122221	02/26/13	FUEL	199.50			1000 5 420140	231	101000
2	122221	02/26/13	FUEL	100.90			5510 10 420730	231	101000
3	122221	02/26/13	FUEL	170.68			2510 107 430220	231	101000
4	122221	02/26/13	FUEL	42.67			2520 108 430220	231	101000
5	122221	02/26/13	FUEL	42.45			5210 22 430530	231	101000
6	122221	02/26/13	FUEL	18.19			5210 80 430540	231	101000
7	122221	02/26/13	FUEL	448.97			5610 87 430300	231	101000
122222	72400S	79	AERONAUTICS DIVISION	5,991.32					
1	122222	02/26/13	RUNWAY LOAN PMNT	4,921.00			5610 87 490500	641	101000
2	122222	02/26/13	RUNWAY LOAN PMNT	1,070.32			5610 87 490500	642	101000
122223	72402S	999999	TODD BROWN	235.78					
1	122223	02/26/13	TRAVEL-BILLINGS	70.73			5210 22 430530	370	101000
2	122223	02/26/13	TRAVEL-BILLINGS	70.73			5210 80 430540	370	101000
3	122223	02/26/13	TRAVEL-BILLINGS	56.59			5310 33 430640	370	101000
4	122223	02/26/13	TRAVEL-BILLINGS	37.73			5310 32 430690	370	101000
122224	72404S	999999	ZANE ROBERTS	235.78					
1	122224	02/26/13	TRAVEL-BILLINGS	70.73			5210 22 430530	370	101000
2	122224	02/26/13	TRAVEL-BILLINGS	70.73			5210 80 430540	370	101000
3	122224	02/26/13	TRAVEL-BILLINGS	56.59			5310 33 430640	370	101000
4	122224	02/26/13	TRAVEL-BILLINGS	37.73			5310 32 430690	370	101000
122225	72403S	999999	TONY SHIPP	235.78					
1	122225	02/26/13	TRAVEL-BILLINGS	70.73			5210 80 430540	370	101000
2	122225	02/26/13	TRAVEL-BILLINGS	70.73			5210 22 430530	370	101000
3	122225	02/26/13	TRAVEL-BILLINGS	56.59			5310 33 430640	370	101000
4	122225	02/26/13	TRAVEL-BILLINGS	37.73			5310 32 430690	370	101000

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122226	72405S	999999	DEQ OPENCUT MINING PROGRAM	93.75					
1	122226	02/27/13	2012 OPENCUT MINING FEE	75.00			2510 107 430220	350	101000
2	122226	02/27/13	2012 OPENCUT MINING FEE	18.75			2520 108 430220	350	101000
122227	72406S	361	BILLS TRUCK SERVICE	4,500.00					
1	122227	02/28/13	IMPOUND LOT RENTAL OCT/SEPT	3,600.00*			2510 107 430220	532	101000
2	122227	02/28/13	IMPOUND LOT RENTAL OCT/SEPT	900.00			2520 108 430220	532	101000
122228	72407S	2865	DEPT OF ENVIRONMENTAL QUALITY	511.78					
1	122228	02/28/13	FEE PAYMENT FOR 57 PIT MINING	511.78*			5610 87 430300	220	101000
122229	72408S	999999	RIVERSIDE MARINE & CYCLE, LLC	43,007.00					
1	122229	02/28/13	TOOLCATE W 68' BROOM	43,007.00			4000 501 410100	940	101000
122230	72410S	2847	STEADMANS ACE HARDWARE	84.99					
1	122230	02/28/13	BLDG MATERIALS INV19356	84.99			1000 7 420460	400	101000
122231	72411S	284	AQUA PURE	1,325.25					
1	122231	02/28/13	OPERATING SUPPLIES INV1301	1,325.25			5210 80 430540	222	101000
122232	72412S	3291	BIG SKY CARWASH	8.92					
1	122232	02/28/13	CARWASH	8.92*			1000 5 420140	220	101000
122233	72413S	4011	BIG SKY LINEN	162.50					
1	122233	02/28/13	CONTRACTED REPAIR & MAIN	20.32			5310 33 430640	360	101000
2	122233	02/28/13	CONTRACTED REPAIR & MAIN	18.52			5210 22 430530	360	101000
3	122233	02/28/13	CONTRACTED REPAIR & MAIN	66.36			1000 8 411230	220	101000
4	122233	02/28/13	CONTRACTED REPAIR & MAIN	41.24			6040 910 430220	220	101000
5	122233	02/28/13	CONTRACTED REPAIR & MAIN	16.06			1000 5 420140	360	101000
122234	72414S	317	BILLINGS CLINIC	120.00					
1	122234	02/28/13	CONTRACTED SERVICES	120.00			1000 5 420140	350	101000
122235	72415S	394	BOSS INC	2,556.22					
1	122235	02/28/13	OFFICE SUPPLIES	76.60			2985 15 450300	210	101000
2	122235	02/28/13	OFFICE SUPPLIES	85.75			5510 10 420730	210	101000
3	122235	02/28/13	OFFICE SUPPLIES	175.99*			1000 3 410500	210	101000
4	122235	02/28/13	OFFICE SUPPLIES	175.98			5210 25 430510	210	101000
5	122235	02/28/13	OFFICE SUPPLIES	175.98			5310 29 430610	210	101000
6	122235	02/28/13	OPERATING SUPPLIES	26.98			5210 22 430530	220	101000
7	122235	02/28/13	OPERATING SUPPLIES	26.99			5210 80 430540	220	101000

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8	122235	02/28/13 OPERATING SUPPLIES	21.59			5310 33 430640	220	101000
9	122235	02/28/13 OPERATING SUPPLIES	14.39			5310 32 430690	220	101000
10	122235	02/28/13 OFFICE SUPPLIES	459.03*			1000 4 411100	210	101000
11	122235	02/28/13 OPERATING SUPPLIES	129.99*			1000 4 411100	220	101000
12	122235	02/28/13 OFFICE SUPPLIES	34.40*			2510 107 430220	210	101000
13	122235	02/28/13 OFFICE SUPPLIES	8.59			2520 108 430220	210	101000
14	122235	02/28/13 SMALL EQUIP	599.00*			2394 18 420531	214	101000
15	122235	02/28/13 OFFICE SUPPLIES	544.96*			2394 18 420531	210	101000
122236	72416S	406 BRODY CHEMICAL	83.99					
1	122236	02/28/13 OPERATING SUPPLIES INV331847	42.00			5210 22 430530	220	101000
2	122236	02/28/13 OPERATING SUPPLIES INV331847	41.99			5210 80 430540	220	101000
122237	72417S	999999 CALIFORNIA CONTRACTORS SUPPLIES	129.90					
1	122237	02/28/13 REPAIR & MAIN SUPP	38.97			5210 22 430530	230	101000
2	122237	02/28/13 REPAIR & MAIN SUPP	38.97			5210 80 430540	230	101000
3	122237	02/28/13 REPAIR & MAIN SUPP	31.18			5310 33 430640	230	101000
4	122237	02/28/13 REPAIR & MAIN SUPP	20.78			5310 32 430690	230	101000
122238	72418S	999999 CENTURY MANUFACTURING CORP	132.72					
1	122238	02/28/13 OPERATING SUPPLIES INV519702	132.72			5310 32 430690	222	101000
122239	72419S	501 CHEM SEARCH	603.43					
1	122239	02/28/13 OPERATING SUPPLIES INV1013759	371.03			5310 32 430690	222	101000
2	122239	02/28/13 OPERATING SUPPLIES INV1013759	116.20			5310 33 430640	220	101000
3	122239	02/28/13 OPERATING SUPPLIES INV1013759	58.10			5210 22 430530	220	101000
4	122239	02/28/13 OPERATING SUPPLIES INV1013759	58.10			5210 80 430540	220	101000
122240	72420S	237 CPI COLLECTION PROFESSIONALS INC	456.56					
1	122240	02/28/13 COLLECTION FEE	434.87			5510 10 420730	350	101000
2	122240	02/28/13 COLLECTION FEE	10.85			5210 25 430510	350	101000
3	122240	02/28/13 COLLECTION FEE	10.84			5310 29 430610	350	101000
122241	72421S	639 CUSTER CO HEALTH DEPT	26.00					
1	122241	02/28/13 OPERATING SUPPLIES	26.00			5310 33 430640	222	101000
122242	72422S	700 CUSTER COUNTY WATER & SEWER	9,723.83					
1	122242	02/28/13 COLLECTIONS	9,723.83			7980 211020		101000



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122243	72423S	721 DALES CLEANING SERVICE	875.00					
1	122243	02/28/13 JANITORIAL	325.00			2220 16 460100	360	101000
2	122243	02/28/13 JANITORIAL	550.00			1000 8 411230	360	101000
122244	72424S	316 DATA IMAGING SYSTEMS, INC	985.00					
1	122244	02/28/13 CONTRACTED SERV INV 24414	295.47			1000 3 410500	360	101000
2	122244	02/28/13 CONTRACTED SERV INV 24414	110.82*			5210 25 430510	360	101000
3	122244	02/28/13 CONTRACTED SERV INV 24414	110.82*			5310 29 430610	360	101000
4	122244	02/28/13 CONTRACTED SERV INV 24414	65.67			1000 1 410200	360	101000
5	122244	02/28/13 CONTRACTED SERV INV 24414	153.01			1000 36 411020	360	101000
6	122244	02/28/13 CONTRACTED SERV INV 24414	44.00			5210 23 430550	360	101000
7	122244	02/28/13 CONTRACTED SERV INV 24414	43.34			5310 31 430630	360	101000
8	122244	02/28/13 CONTRACTED SERV INV 24414	63.04			2510 107 430220	360	101000
9	122244	02/28/13 CONTRACTED SERV INV 24414	24.95			2520 108 430220	360	101000
10	122244	02/28/13 CONTRACTED SERV INV 24414	73.88			1000 9 410540	360	101000
122245	72425S	790 DPC INDUSTRIES	120.00					
1	122245	02/28/13 OPERATING SUPPLIES INV7200027	90.00			5210 80 430540	222	101000
2	122245	02/28/13 OPERATING SUPPLIES INV7200027	30.00			5310 33 430640	222	101000
122246	72426S	999999 D-FIB FUND	526.59					
1	122246	02/28/13 SMALL EQUIP INV13-001	526.59			2701 7 420466	214	101000
122247	72427S	999999 WESTLEY DEITCHLER	58.17					
1	122247	02/28/13 REFUND OVEREMNT	58.17			5510 122000		101000
122248	72428S	902 ENERGY LABORATORIES INC	476.75					
1	122248	02/28/13 CONTRACTED SERV	299.75			5210 80 430540	352	101000
2	122248	02/28/13 CONTRACTED SERV	177.00			5310 33 430640	352	101000
122249	72429S	925 FARMERS ELEVATOR	58.08					
1	122249	02/28/13 FUEL	58.08			1000 13 460433	231	101000
122250	72430S	4010 FELT, MARTIN, FRAZIER & WELDON,	2,231.25					
1	122250	02/28/13 CONTRACTED SERVICES	2,231.25			1000 3 411101	350	101000
122251	72431S	975 FIREMANS FUND	69.00					
1	122251	02/28/13 REPAIR & MAIN SUPP	21.00			1000 7 420460	230	101000
2	122251	02/28/13 REPAIR & MAIN SUPP	48.00			5510 10 420730	220	101000

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122252	72432S	1050 FRANKS BODY SHOP	253.00					
1	122252	02/28/13 OPERATING SUPPLIES	253.00*			1000 5 420140	220	101000
122253	72433S	1120 GLADER ELECTRIC CO	1,130.68					
1	122253	02/28/13 BLDG MATERIALS INV70144	85.33			1000 7 420460	400	101000
2	122253	02/28/13 BLDG MATERIALS INV70144	85.33			5510 10 420730	400	101000
3	122253	02/28/13 REPAIR & MAIN SUPP 70008,70156	424.50			5610 87 430300	360	101000
4	122253	02/28/13 REPAIR & MAIN SUPP	77.00			2440 50 430263	230	101000
5	122253	02/28/13 REPAIR & MAIN SERV	183.41			2510 107 430220	363	101000
6	122253	02/28/13 REPAIR & MAIN SERV	45.85			2520 108 430220	363	101000
7	122253	02/28/13 REPAIR & MAIN SERV	114.63			5210 23 430550	363	101000
8	122253	02/28/13 REPAIR & MAIN SERV	114.63			5310 31 430630	363	101000
122254	72434S	369 HEALTH-E-WEB	138.00					
1	122254	02/28/13 AMB BILLING	138.00			5510 10 420730	350	101000
122255	72435S	999999 AL HOMME	58.00					
1	122255	02/28/13 REIMB EXP-DIST MTG	58.00			1000 6 410300	380	101000
122256	72436S	1331 HOLY ROSARY HEALTH CENTER-CLINIC	543.95					
1	122256	02/28/13 ANNUAL PHYSICALS	271.97*			1000 7 420460	350	101000
2	122256	02/28/13 ANNUAL PHYSICALS	271.98			5510 10 420730	350	101000
122257	72437S	1330 HOLY ROSARY HEALTH CENTER	554.38					
1	122257	02/28/13 MED SUPPLIES	554.38			5510 10 420730	220	101000
122258	72438S	999999 IT STARTS WITH ME	80.00					
1	122258	02/28/13 ANNUAL PHYSICAL	80.00			5510 10 420730	350	101000
122259	72439S	1286 DENNIS HIRSCH	7,923.35					
1	122259	02/28/13 CONTRACTED SERVICES	7,923.35			2394 18 420531	350	101000
122260	72440S	999999 SCOTT GRAY	82.62					
1	122260	02/28/13 CELL PHONE REIMB	66.10			2510 107 430220	345	101000
2	122260	02/28/13 CELL PHONE REIMB	16.52			2520 108 430220	345	101000
122261	72441S	1361 INTERSTATE ENGINEERING	9,736.80					
1	122261	02/28/13 INV 12981-ENG SERV	9,736.80			5210 23 430550	357	101000

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122262	72442S	999999 BRUSH TRUCK REPAIR		489.70					
1	122262	02/28/13 REPAIR & MAIN SUPP INV15841		489.70			1000 7 420460	230	101000
122263	72443S	975 FIREMANS FUND		1,890.00					
1	122263	02/28/13 3RD QTR CLOTHING ALLOTMENT		1,890.00			1000 7 420460	211	101000
122264	72444S	523 CITY SERVICE, INC.		1,866.00					
1	122264	02/28/13 JET FUEL		1,850.00*			5610 87 430300	237	101000
2	122264	02/28/13 TERMINAL MAINT		16.00			5610 87 430300	230	101000
122265	72445S	1986 JACKS BODY SHOP		995.96					
1	122265	02/28/13 REPAIR & MAIN SERV		830.96			5610 87 430300	360	101000
2	122265	02/28/13 REPAIR & MAIN SERV		165.00			5310 32 430690	360	101000
122266	72446S	1407 KADRMAS LEE & JACKSON INC		552.50					
1	122266	02/28/13 GIS DATA MAIN		552.50			2850 105 420140	345	101000
122267	72447S	1527 LN CURTIS & SONS		272.98					
1	122267	02/28/13 SMALL EQUIP INV3129096		272.98			1000 7 420460	214	101000
122268	72448S	1535 LUCAS & TONN PC		100.00					
1	122268	02/28/13 WESTLAW		100.00*			1000 4 411100	350	101000
122269	72449S	4021 LUCI'S OFFICE		860.00					
1	122269	02/28/13 REPAIR & MAIN SERV		860.00*			2985 15 450300	360	101000
122270	72450S	1571 MACS FRONTIERLAND		107.90					
1	122270	02/28/13 REPAIR & MAIN SUPP		79.95			5510 10 420730	230	101000
2	122270	02/28/13 REPAIR & MAIN SUPP		27.95			1000 7 420460	231	101000
122271	72451S	999999 JUSTINA MAKIA		25.00					
1	122271	REFUND OVPMT-AMB		25.00			5510 122000		101000
122272	72452S	2094 MSU NORTHERN		675.00					
1	122272	02/28/13 TRAINING		202.50			5210 22 430530	380	101000
2	122272	02/28/13 TRAINING		202.50			5210 80 430540	380	101000
3	122272	02/28/13 TRAINING		162.00			5310 33 430640	380	101000
4	122272	02/28/13 TRAINING		108.00			5310 32 430690	380	101000

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122273	72453S	999999 MID-AMERICAN RES. CHEMICAL	1,422.50					
1	122273	02/28/13 OPERATING SUPPLIES	1,422.50			5310 31 430630	222	101000
122274	72454S	268 MILES CITY SANITATION INC.	133.00					
1	122274	02/28/13 GARBAGE SERV	43.00			1000 5 420140	346	101000
2	122274	02/28/13 GARBAGE SERV	90.00			5610 87 430300	230	101000
122275	72455S	268 MILES CITY SANITATION INC.	32.50					
1	122275	02/28/13 OPERATING SUPPLIES INV3570A	20.00			1000 21 440600	220	101000
2	122275	02/28/13 REPAIR & MAIN SERV	12.50			2510 107 430220	360	101000
122276	72456S	1810 MILES CITY VET SERVICE	172.90					
1	122276	02/28/13 CONTRACTED SERVICES	172.90			1000 5 420140	350	101000
122277	72457S	4001 CRITELLI COURIERS, INC.	205.00					
1	122277	02/28/13 POSTAGE	205.00			2880 39 460100	311	101020
122278	72458S	999999 ISHLER SALES	2,205.00					
1	122278	02/28/13 RINGS	2,205.00			5310 31 430630	233	101000
122279	72459S	1970 MONTANA DAKOTA UTILITIES	1,468.98					
1	122279	02/28/13 ELECTRIC	788.06			5610 87 430300	341	101000
2	122279	02/28/13 GAS	680.92			5610 87 430300	344	101000
122280	72460S	331 MONTANA LAW ENFORCEMENT TESTING	543.00					
1	122280	02/28/13 CONTRACTED SERVICES	50.00			1000 5 420140	350	101000
2	122280	02/28/13 TRAINING	493.00			1000 5 420140	380	101000
122281	72461S	999999 MONTANA STATE UNIVERSITY FSTS	70.00					
1	122281	02/28/13 TRAINING	70.00			1000 7 420460	380	101000
122282	72462S	2151 MORRISON & MAIERLE INC	540.00					
1	122282	02/28/13 CONTRACTED SERVICES INV14896	540.00			2850 105 420140	350	101000
122283	72463S	660 CUSTER COUNTY CLERK & RECORDER	10,000.00					
1	122283	02/28/13 SHARE DETENTION CENTER ASSESSM	10,000.00*			1000 36 411020	350	101000
122284	72464S	999999 BILLINGS PRECAST	4,160.00					
1	122284	02/28/13 REPAIR & MAIN SUPP	1,992.00			2510 107 430235	230	101000
2	122284	02/28/13 REPAIR & MAIN SUPP	498.00*			2520 108 430235	230	101000
3	122284	02/28/13 REPAIR & MAIN SUPP	1,670.00			5310 31 430630	234	101000

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122285	72465S	2166 MUNICIPAL CODE CORP	364.48					
1	1222285	02/28/13 MAYOR & WARD II CODE BOOKS	182.24*			1000 1 410200	210	101000
2	1222285	02/28/13 MAYOR & WARD II CODE BOOKS	182.24*			1000 2 410100	220	101000
122286	72466S	292 NAXIN SAFETY	65.73					
1	122286	02/28/13 OPERATING SUPPLIES	52.09			5210 80 430540	222	101000
2	122286	02/28/13 OPERATING SUPPLIES	13.64			5310 33 430640	222	101000
122287	72467S	2221 NEWMAN TRAFFIC SIGNS	128.44					
1	122287	02/28/13 SIGNS INV025317	102.75*			2510 107 430220	242	101000
2	122287	02/28/13 SIGNS INV025317	25.69			2520 108 430220	242	101000
122288	72468S	2270 NORTHWEST PIPE INC	5,043.87					
1	122288	02/28/13 CONCRETE & CLAMPO, EXTENSIONS	1,744.38			5210 23 430550	230	101000
2	122288	02/28/13 CONCRETE & CLAMPO, EXTENSIONS	3,299.49			5210 23 430550	234	101000
122289	72469S	2360 PACIFIC STEEL & RECYCLE	7.90					
1	122289	02/28/13 OFFICE SUPPLIES	6.32*			2510 107 430220	210	101000
2	122289	02/28/13 OFFICE SUPPLIES	1.58			2520 108 430220	210	101000
122290	72470S	999999 MARILYN PHELPS	50.00					
1	122290	02/28/13 REFUND OVERPMNT	50.00			5510 122000		101000
122291	72471S	999999 PHOTO CARD SPECIALISTS	584.87					
1	122291	02/28/13 PASSPORT ACCOUNTABILITY SYS	584.87			2701 7 420466	214	101000
122292	72472S	2450 POSTMASTER (UTILITIES)	950.00					
1	122292	02/28/13 POSTAGE	475.00*			5210 25 430510	311	101000
2	122292	02/28/13 POSTAGE	475.00			5310 29 430610	311	101000
122293	72473S	293 POWERPLAN	1,218.48					
1	122293	02/28/13 REPAIR & MAIN SERV	974.79			2510 107 430220	363	101000
2	122293	02/28/13 REPAIR & MAIN SERV	243.69			2520 108 430220	363	101000
122294	72474S	999999 PROFESSIONAL DEVELOPMENT CENTER	77.00					
1	122294	02/28/13 TRAINING	77.00			1000 3 410500	380	101000
122295	72475S	999999 HELEM RATJ	4.50					
1	122295	02/28/13 REFUND WTR DEP	4.50			5210 214010		101000

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122296	72476S	999999 GRADY ROGGE		50.00					
1	122296	02/28/13 WTR DEPOSIT REFUND		50.00			5210 214010		101000
122297	72477S	3229 ROLLING RUBBER		771.95					
1	122297	02/28/13 REPAIR & MAIN SUPP		345.98			1000 7 420460	230	101000
2	122297	02/28/13 REPAIR & MAIN SUPP		345.97			5510 10 420730	230	101000
3	122297	02/28/13 REPAIR & MAIN SUPP		50.00			1000 5 420140	230	101000
4	122297	02/28/13 REPAIR & MAIN SUPP		30.00			5510 10 420730	230	101000
122298	72478S	4020 SCHIEFFERT PROPERTIES		900.00					
1	122298	02/28/13 RENT JAN, FEB, MAR		900.00			2935 11 460461	531	101000
122299	72479S	2710 SELBYS		32.60					
1	122299	02/28/13 MAPS		32.60			1000 201 431200	327	101000
122300	72480S	999999 SHELLY MILLER FIRELINE DESIGN		175.00					
1	122300	02/28/13 REPAIR & MAIN SUPP		110.00			1000 7 420460	230	101000
2	122300	02/28/13 REPAIR & MAIN SUPP		65.00			5510 10 420730	230	101000
122301	72481S	2830 STAR PRINTING & SUPPLY		1,268.06					
1	122301	02/28/13 OFFICE SUPPLIES		105.23*			1000 3 410500	210	101000
2	122301	02/28/13 OFFICE SUPPLIES		105.23			5210 25 430510	210	101000
3	122301	02/28/13 OFFICE SUPPLIES		105.23			5310 29 430610	210	101000
4	122301	02/28/13 PRINTING		31.11			1000 3 410500	320	101000
5	122301	02/28/13 PRINTING		31.11			5210 25 430510	320	101000
6	122301	02/28/13 PRINTING		31.10			5310 29 430610	320	101000
7	122301	02/28/13 PRINTING		27.00			1000 36 411020	320	101000
8	122301	02/28/13 OFFICE SUPPLIES		2.52			1000 6 410300	210	101000
9	122301	02/28/13 RENTAL		33.56			1000 6 410300	533	101000
10	122301	02/28/13 OPERATING SUPPLIES		54.00*			2985 15 450330	220	101004
11	122301	02/28/13 PRINTING		62.66			5210 23 430550	320	101000
12	122301	02/28/13 PRINTING		36.48*			5310 31 430630	320	101000
13	122301	02/28/13 OPERATING SUPPLIES		467.06*			2985 15 450330	220	101004
14	122301	02/28/13 OPERATING SUPPLIES		103.59			5510 10 420730	220	101000
15	122301	02/28/13 OPERATING SUPPLIES		72.18*			1000 7 420460	220	101000
122302	72482S	999999 TECHNICAL SALES & SERV, LLP		60.00					
1	122302	02/28/13 REPAIR & MAIN SERV INV95		60.00			2935 11 460461	360	101000

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122303	72483S	2903 TIRE-RAMA	467.66					
1	122303	02/28/13 REPAIR & MAIN SERV	65.55			2510 107 430220	363	101000
2	122303	02/28/13 REPAIR & MAIN SERV	16.39			2520 108 430220	363	101000
3	122303	02/28/13 REPAIR & MAIN SERV	192.86			5210 23 430550	363	101000
4	122303	02/28/13 REPAIR & MAIN SERV	192.86			5310 31 430630	363	101000
122304	72484S	999999 TMG SERVICES	254.19					
1	122304	02/28/13 REPAIR & MAIN SUPP	102.54			5310 33 430640	230	101000
2	122304	02/28/13 REPAIR & MAIN SUPP	151.65			5210 80 430540	230	101000
122305	72485S	2869 TNEMEC CO INC	392.65					
1	122305	02/28/13 REPAIR & MAIN SUPP INV2003463	392.65			5210 80 430540	230	101000
122306	72486S	2910 TONGUE RIVER ELECTRIC	447.18					
1	122306	02/28/13 ELECTRIC	401.84			2450 51 430263	341	101000
2	122306	02/28/13 911 TOWER	45.34			2850 105 420140	341	101000
122307	72487S	2914 TOURISM BUSINESS IMPROVEMENT	11,100.00					
1	122307	02/28/13 COLLECTIONS	11,100.00			7370 212500		101000
122308	72488S	368 TUMBLEWOOD DEVELOPMENT INC	2,750.00					
1	122308	02/28/13 CONTRACTED SERVICES	2,750.00			2270 37 440140	350	101000
122309	72489S	999999 ULTRAMAX	952.00					
1	122309	02/28/13 OPERATING SUPPLIES INV133690	952.00			1000 5 420140	227	101000
122310	72490S	3039 UTILITIES UNDERGROUND LOCATION	78.76					
1	122310	02/28/13 LOCATES	39.38			5210 23 430550	360	101000
2	122310	02/28/13 LOCATES	39.38			5310 31 430630	360	101000
122311	72491S	999999 BETTY VAIL	843.00					
1	122311	02/28/13 TRAVEL REIMB	843.00			2985 15 450330	370	101004
122312	72492S	498 CENTURY LINK	1,965.87					
1	122312	02/28/13 911 PHONE SYS	1,965.87			2850 105 420140	345	101000
122313	72493S	1721 MID RIVERS TELEPHONE CORP	3,292.49					
1	122313	02/28/13 TEL/LD/CABLE/INTERNET	174.69			1000 6 410300	345	101000
2	122313	02/28/13 TEL/LD/CABLE/INTERNET	53.61			2220 16 460100	345	101000
3	122313	02/28/13 TEL/LD/CABLE/INTERNET	66.06			2220 16 460100	347	101000
4	122313	02/28/13 TEL/LD/CABLE/INTERNET	288.13			1000 5 420160	345	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5	122313	02/28/13	TEL/LD/CABLE/INTERNET	124.56*			2985 15 450300	345	101000
6	122313	02/28/13	TEL/LD/CABLE/INTERNET	186.74			5610 87 430300	345	101000
7	122313	02/28/13	TEL/LD/CABLE/INTERNET	73.48			5610 87 430300	319	101000
8	122313	02/28/13	TEL/LD/CABLE/INTERNET	75.20			5610 87 430300	347	101000
9	122313	02/28/13	TEL/LD/CABLE/INTERNET	37.45			1000 1 410200	345	101000
10	122313	02/28/13	TEL/LD/CABLE/INTERNET	58.98			1000 3 410500	345	101000
11	122313	02/28/13	TEL/LD/CABLE/INTERNET	19.52			1000 3 410500	347	101000
12	122313	02/28/13	TEL/LD/CABLE/INTERNET	11.09			1000 4 411100	345	101000
13	122313	02/28/13	TEL/LD/CABLE/INTERNET	319.56			1000 5 420140	345	101000
14	122313	02/28/13	TEL/LD/CABLE/INTERNET	65.60			1000 5 420140	347	101000
15	122313	02/28/13	TEL/LD/CABLE/INTERNET	317.66			1000 5 420160	345	101000
16	122313	02/28/13	TEL/LD/CABLE/INTERNET	168.29			1000 7 420460	345	101000
17	122313	02/28/13	TEL/LD/CABLE/INTERNET	135.60*			1000 7 420460	347	101000
18	122313	02/28/13	TEL/LD/CABLE/INTERNET	11.09			1000 9 410540	345	101000
19	122313	02/28/13	TEL/LD/CABLE/INTERNET	47.15			1000 13 460433	345	101000
20	122313	02/28/13	TEL/LD/CABLE/INTERNET	37.60			1000 13 460433	347	101000
21	122313	02/28/13	TEL/LD/CABLE/INTERNET	40.03			1000 21 440600	345	101000
22	122313	02/28/13	TEL/LD/CABLE/INTERNET	84.02			1000 36 411020	345	101000
23	122313	02/28/13	TEL/LD/CABLE/INTERNET	26.36			2394 18 420531	345	101000
24	122313	02/28/13	TEL/LD/CABLE/INTERNET	73.93			2510 107 430220	345	101000
25	122313	02/28/13	TEL/LD/CABLE/INTERNET	39.25			2520 108 430220	345	101000
26	122313	02/28/13	TEL/LD/CABLE/INTERNET	82.70			5210 22 430530	345	101000
27	122313	02/28/13	TEL/LD/CABLE/INTERNET	80.25*			5210 22 430530	347	101000
28	122313	02/28/13	TEL/LD/CABLE/INTERNET	43.41			5210 23 430550	345	101000
29	122313	02/28/13	TEL/LD/CABLE/INTERNET	11.40			5210 23 430550	347	101000
30	122313	02/28/13	TEL/LD/CABLE/INTERNET	53.59			5210 25 430510	345	101000
31	122313	02/28/13	TEL/LD/CABLE/INTERNET	19.52*			5210 25 430510	347	101000
32	122313	02/28/13	TEL/LD/CABLE/INTERNET	53.57			5310 29 430610	345	101000
33	122313	02/28/13	TEL/LD/CABLE/INTERNET	19.51*			5310 29 430610	347	101000
34	122313	02/28/13	TEL/LD/CABLE/INTERNET	43.40			5310 31 430630	345	101000
35	122313	02/28/13	TEL/LD/CABLE/INTERNET	11.40			5310 31 430630	347	101000
36	122313	02/28/13	TEL/LD/CABLE/INTERNET	41.44			5310 33 430640	345	101000
37	122313	02/28/13	TEL/LD/CABLE/INTERNET	45.60*			5310 33 430640	347	101000
38	122313	02/28/13	TEL/LD/CABLE/INTERNET	115.88			5510 10 420730	345	101000
39	122313	02/28/13	TEL/LD/CABLE/INTERNET	28.24			5510 10 420730	347	101000
40	122313	02/28/13	TEL/LD/CABLE/INTERNET	44.53			6040 910 430220	345	101000
41	122313	02/28/13	TEL/LD/CABLE/INTERNET	62.40			6040 910 430220	347	101000
122314	72409S	999999	DICK ANDERSON CONSTRUCTION	65,619.63					
1	122314	03/06/13	INV 4-HAYNES LIFT STATION PROJ	65,619.63			5310 32 430690	940	102240



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122315	72494S	4019 WEX Bank	10,562.88					
1	122315	02/28/13 FUEL	2,342.78			2510 107 430220	231	101000
2	122315	02/28/13 FUEL	585.69			2520 108 430220	231	101000
3	122315	02/28/13 FUEL	129.55			1000 13 460433	231	101000
4	122315	02/28/13 FUEL	1,124.27			5210 23 430550	231	101000
5	122315	02/28/13 FUEL	1,124.27			5310 31 430630	231	101000
6	122315	02/28/13 FUEL	81.47			5210 80 430540	231	101000
7	122315	02/28/13 FUEL	73.71			5310 32 430690	231	101000
8	122315	02/28/13 FUEL	62.40			5310 33 430640	231	101000
9	122315	02/28/13 FUEL	328.87			1000 7 420460	231	101000
10	122315	02/28/13 FUEL	1,272.20			5510 10 420730	231	101000
11	122315	02/28/13 FUEL	352.66			5610 87 430300	231	101000
12	122315	02/28/13 FUEL	3,006.30			1000 5 420140	231	101000
13	122315	02/28/13 FUEL	78.71			1000 21 440600	231	101000
122316	72495S	771 DEPT OF REVENUE	662.82					
1	122316	02/28/13 1% MISC TAX-DICK ANDERSON CONS	662.82			5310 32 430690	940	102240
122317	72496S	1638 MARIC SALES	350.00					
1	122317	02/28/13 JANITORIAL	350.00			1000 5 420140	350	101000
122318	72497S	2579 ROBERT PECCIA & ASSO	50,050.67					
1	122318	02/28/13 WASTEWATER UPGRADE INV 10	649.34			5310 32 430690	940	102240
2	122318	02/28/13 HAYNES AVE UPGRADE	49,401.33			5310 33 430640	940	102240
122319	72498S	2270 NORTHWEST PIPE INC	3,485.50					
1	122319	02/28/13 REPAIR & MAIN SUPP	550.80			5210 23 430550	230	101000
2	122319	02/28/13 REPAIR & MAIN SUPP	784.60			5210 23 430550	233	101000
3	122319	02/28/13 REPAIR & MAIN SUPP	1,791.75			5210 23 430550	234	101000
4	122319	02/28/13 REPAIR & MAIN SUPP	358.35			5210 23 430550	234	101000
122320	72499S	1182 DOWL HKM INC.	3,396.92					
1	122320	02/28/13 INV11-STREVELL PROJ	1,512.77			5210 23 430550	958	101000
2	122320	02/28/13 INV11-STREVELL PROJ	852.33			2510 107 430233	350	101000
3	122320	02/28/13 INV11-STREVELL PROJ	210.70			2520 108 430235	350	101000
4	122320	02/28/13 INV14-RIVERSIDE PARK PROJ	821.12			1000 13 460433	936	101000
122321	72500S	2260 NORTHWEST INDUSTRIAL SUPPLY	1,060.72					
1	122321	02/28/13 SMALL EQUIP	1,060.72			1000 13 460433	214	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
122322	72501S	636 CRIDCO, LLC	90.00					
1	122322	02/28/13 REPAIR & MAIN SUPP	90.00			5610 87 430300	230	101000
122323	72502S	1424 KRUTZFELDT & JONES LLP	268.70					
1	122323	02/28/13 CONTRACTED SERVICES	268.70			5610 87 430300	350	101000
122324	72503S	1661 DOROTHY MEIDINGER	150.00					
1	122324	02/28/13 CONTRACTED SERVICES	150.00			5610 87 430300	350	101000
122325	72504S	999999 MONTANA CAREER FIRE CHIEFS ASSO.	250.00					
1	122325	02/28/13 DUES	250.00			1000 7 420460	334	101000
122326	72505S	291 ECOLAB PEST ELIMINATION DIVISION	118.60					
1	122326	02/28/13 REPAIR & MAIN SUPP	118.60			5610 87 430300	230	101000
122327	72506S	2831 MILES CITY STAR ADVERTISING	294.00					
1	122327	02/28/13 PUBLICITY	63.34			1000 3 410500	330	101000
2	122327	02/28/13 PUBLICITY	63.33			5210 25 430510	330	101000
3	122327	02/28/13 PUBLICITY	63.33			5310 29 430610	330	101000
4	122327	02/28/13 PUBLICITY	104.00*			1000 36 411020	331	101000
122328	72507S	1590 MAGNUSON HEATING & SHEET METAL	266.00					
1	122328	02/28/13 REPAIR & MAIN SERV	266.00			5610 87 430300	360	101000
122329	72508S	288 MILES CITY AREA CHAMBER OF	71.35					
1	122329	02/28/13 POSTAGE	71.35			2985 15 450330	311	101000
<b>Total:</b>			<b>646,285.90</b>					
			646,285.90					

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$42,458.80
2220 LIBRARY	
101000 Cash - Operating	\$2,002.24
2270 Health	
101000 Cash - Operating	\$2,750.00
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$9,155.66
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$12,619.06
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$96.31
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$1,059.66
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$401.84
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$449.71
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$41.18
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$20,874.48
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$3,858.11
2701 Fire Grants	
101000 Cash - Operating	\$1,111.46
2850 911 EMERGENCY	
101000 Cash - Operating	\$3,513.12
2880 LIBRARY GRANTS	
101020 Cash - Op/ILL	\$205.00
2935 Historic Preservation	
101000 Cash - Operating	\$960.00
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	\$1,226.11
101004 RSVP Non-Federal Cash Operating	\$1,734.06
4000 General Fund Capitol Improvement Fund	
101000 Cash - Operating	\$43,007.00
5210 WATER UTILITY	
101000 Cash - Operating	\$43,212.79
102240 Cash - Replacement & Depreciation	\$7,871.04
5310 SEWER UTILITY	
101000 Cash - Operating	\$18,889.66
102240 Cash - Replacement & Depreciation	\$295,393.87
5510 AMBULANCE FUND	
101000 Cash - Operating	\$7,033.69
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$97,840.49
6040 PUBLIC WORKS	
101000 Cash - Operating	\$986.73
7370 TBID	
101000 Cash - Operating	\$17,810.00
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	\$9,723.83

Total: \$646,285.90