

# AGENDA

*Regular Council Meeting  
City Council Chambers*

*June 25, 2013  
7:00 p.m.*

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

**1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**

- |    |                         |           |
|----|-------------------------|-----------|
| a. | City Council            | 6/11/2013 |
| b. | Finance Committee       | 6/12/2013 |
| c. | Special Council Meeting | 6/13/2013 |

**2. SCHEDULE MEETINGS**

**3. REQUEST OF CITIZENS & PUBLIC COMMENT**

**4. APPOINTMENTS**

Public Works Director

**5. PROCLAMATIONS**

**6. STAFF REPORTS**

**7. CITY COUNCIL COMMENTS**

**8. MAYOR COMMENTS**

Thank you to Sigrid Laird for Contributions to the Pool Roof

**9. COMMITTEE RECOMMENDATIONS**

**10. PUBLIC HEARINGS**

- a. **RESOLUTION NO. 3601:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 For State Of Montana Payments On Behalf Of Retirement Accounts And Providing For Hearing Thereon
- b. **RESOLUTION NO. 3602:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 To Appropriate Unanticipated Revenues To Building Inspector Fund No. 2394 For Contracted Professional Services.
- c. **RESOLUTION NO. 3603:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 To Appropriate

- Unanticipated Revenues To Airport Fund 5610 For Fuel Supplies
- d. **RESOLUTION NO. 3605:** A Resolution Of Intent To Establish Fees For Historic Preservation Commission Services.

**11. OLD BUSINESS**

- a. **RESOLUTION NO. 3601:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 For State Of Montana Payments On Behalf Of Retirement Accounts And Providing For Hearing Thereon
- b. **RESOLUTION NO. 3602:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 To Appropriate Unanticipated Revenues To Building Inspector Fund No. 2394 For Contracted Professional Services.
- c. **RESOLUTION NO. 3603:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 To Appropriate Unanticipated Revenues To Airport Fund 5610 For Fuel Supplies

**12. BID AWARD**

**BID OPENING**

**13. NEW BUSINESS**

- a. **Approval** of May Claims
- b. **RESOLUTION NO. 3607:** A Resolution To Establish Fees For Historic Preservation Commission Services.
- c. **RESOLUTION NO. 3608:** A Resolution Authorizing The City Of Miles City To Enter Into A Project Agreement Modification With The Montana Department Of Transportation To The 2012 Project Agreement For Safe Routes To School And Community Transportation Enhancement Program Grants
- d. **RESOLUTION NO. 3609:** A Resolution Modifying The Established Wage For Swimming Pool Lifeguards For Fiscal Year 2012-2013
- e. **RESOLUTION NO. 3610:** A Resolution Approving A Real Property Lease Agreement Between The City Of Miles City And Ken And Alane Stabler, Located Within The Industrial Site Owned By Miles City, Montana
- f. **RESOLUTION NO. 3611:** A Resolution Authorizing The City Of Miles City To Enter Into A Memorandum Of Understanding With Dave Shepherd D/B/A Shep's Welding Of Marmarth, North Dakota, For Use Of A Polaris Ranger Utility Vehicle
- g. **RESOLUTION NO. 3612:** A Resolution Authorizing The City Of Miles City To Enter Into A Contract Entitled "Short Form Of Agreement Between Owner And Engineer For Professional Services" With Kadrmas, Lee & Jackson, Inc., A North Dakota Corporation Registered To Do Business In Montana
- h. **RESOLUTION NO. 3613:** A Resolution Pursuant To Section 16-48 Of The Miles City Code Of Ordinances, Establishing Dates, Times And Locations For Discharge Of Fireworks Within The City Limits

#### 14. ADJOURNMENT

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

## REGULAR COUNCIL MEETING

June 11, 2013  
7:00 p.m.

### CALL TO ORDER

The Regular Council meeting was held Tuesday, June 11, 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, Jerry Partridge, John Uden, Bill Melnik, John Hollowell and Sue Galbraith. Councilperson Mark Ahner was excused.

Also present were City Attorney Dan Rice, Public Utilities Director Al Kelm, Fire Chief Dale Berg, Police Chief Doug Colombik, City Planner Dianna Broadie, Grant Administrator Dawn Colton, Historic Preservation Officer Connie Muggle, Swimming Pool Manager Tonya Chapweske, City Clerk Lorrie Pearce and Council Recorder/Deputy City Clerk Connie Watts.

### PLEDGE OF ALLEGIANCE

Mayor Grenz led the Council in the Pledge of Allegiance.

### APPROVAL OF COUNCIL & COMMITTEE MINUTES

#### Regular Council Minutes – 5/28/2013

\*\* *Councilperson Brush moved to approve the minutes of the Regular Council Meeting of May 28, 2013, seconded by Councilperson Galbraith and passed unanimously, 7-0.*

#### Special Council Meeting: 6/4/13

\*\* *Councilperson Uden moved to approve the minutes of the Special Council Meeting of June 4, 2013. The motion was seconded by Councilperson Melnik and passed unanimously, 7-0.*

### SCHEDULE MEETINGS

Planning Board: Tuesday, June 18<sup>th</sup> @ 6:00 – Upstairs in Council Chambers

### REQUEST OF CITIZENS & PUBLIC COMMENT

*Dorothy Armstrong*, 1018 S. Stacy, spoke to the Council, urging them to fund the flood plain study. A copy of her comments, which she distributed to the Council members, is attached to these minutes.

*Kevin Michael Gray*, 501 Main St., addressed the Council regarding a sunken street outside the Olive Hotel. He has spoken with Al Nelson and the Mayor concerning this and the only thing the City has done so far is to erect "Caution, high curb" signs at the site. The Mayor asked Director Kelm to address this issue. Director Kelm said the plan is to try to address this issue in this next fiscal year; the monies in SD 204 have been mostly used up this year by the Strevell Street project.

#### **APPOINTMENTS**

None

#### **PROCLAMATIONS**

None

#### **STAFF REPORTS**

**Grant Administrator Dawn Colton** noted that there had been some confusion regarding the modifications on the AmeriCorps Pre-Site Visit Checklist. Administrator Colton explained the changes. An e-mail from AmeriCorps Unit Leader Andrew Jacobs, the Mayor's letter outlining the desired changes, and the original and modified Pre-Site Visit Checklists are attached.

#### **CITY COUNCIL COMMENTS**

**Sue Galbraith**

- ... Mentioned that she will be out of town June 13 through the 18<sup>th</sup>.

#### **MAYOR COMMENTS**

None

## COMMITTEE RECOMMENDATIONS

None

## PUBLIC HEARINGS

**ORDINANCE NO. 1252:** An Ordinance Amending Sections 24-4, 24-5, 24-7, 24-8, 24-16, 24-18, 24-46, 24-47, 24-50, 24-51, 24-53, 24-54, 24-58, 24-59, 24-62, 24-66, 24-67, 24-68, 24-70, And 24-71 Of The Code Of Ordinances Of The City Of Miles City, Montana To Conform To Changes In Montana Statute

Mayor Grenz called three times for comments from opponents, then three times for comments from proponents. Hearing no comments either for or against, the hearing was closed.

## OLD BUSINESS

**ORDINANCE NO. 1252:** An Ordinance Amending Sections 24-4, 24-5, 24-7, 24-8, 24-16, 24-18, 24-46, 24-47, 24-50, 24-51, 24-53, 24-54, 24-58, 24-59, 24-62, 24-66, 24-67, 24-68, 24-70, And 24-71 Of The Code Of Ordinances Of The City Of Miles City, Montana To Conform To Changes In Montana Statute

\*\* *Councilperson Uden moved to approve the Ordinance by title only, seconded by Councilperson Melnik.*

After extensive discussion,

\*\* *Councilperson Brush moved to amend Councilperson Uden's motion by removing the following language from the Ordinance: P. 11, (e) "District regulations for three-plex" remove Paragraph #(5); Ps. 11&12, (f) "District regulations for four-plex" remove Paragraph #(5). Also change P. 13, Paragraph (5) "Site Plan Review. The site plan .....in excess of a four-plex..." Councilperson Hollowell seconded the motion, and, on roll call vote, passed unanimously, 7-0.*

\* *Councilperson Uden's original motion to adopt Ordinance 1252 then passed unanimously, as amended, on roll call vote. Ordinance 1252 was adopted.*

## BID AWARDS

None

**BID OPENING**

None

**NEW BUSINESS**

- a. **RESOLUTION NO. 3598:** A Resolution Granting A Revocable License To Shanna Abbott For A Fence Encroachment Upon City Of Miles City Right Of Way For Winchester Avenue For The Benefit Of Lots 13 And 14 In Block 10 Of The East Side Addition To The City Of Miles City, Commonly Known As 115 North Winchester Avenue.
- \*\* *Councilperson Galbraith moved to approve the Resolution, seconded by Councilperson Hollowell and, after brief discussion and on roll call vote, passed unanimously, 7-0. Resolution No. 3598 was adopted.*
- b. **RESOLUTION NO. 3599:** A Resolution Authorizing The City Of Miles City To Purchase A Cat 420f Backhoe From Tractor & Equipment Co., A Montana Corporation
- \*\* *Councilperson Uden moved to approve the Resolution, seconded by Councilperson Melnik and, after brief discussion and on roll call vote, passed unanimously, 7-0. Resolution No. 3599 was adopted.*
- c. **RESOLUTION NO. 3600:** A Resolution Authorizing The City Of Miles City To Purchase A John Deere 210 GLC Hydraulic Excavator From RDO Equipment Co., A Delaware Corporation Registered To Do Business In Montana
- \*\* *Councilperson Brush moved to approve the Resolution, seconded by Councilperson Melnik and, after brief discussion and on roll call vote, passed unanimously, 7-0. Resolution No. 3600 was adopted.*
- d. **RESOLUTION NO. 3601:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 For State Of Montana Payments On Behalf Of Retirement Accounts And Providing For Hearing Thereon
- \*\* *Councilperson Galbraith moved to approve the Resolution, seconded by Councilperson Uden and, after brief discussion and on roll call vote, passed unanimously, 7-0. Resolution No. 3601 was adopted.*

c. **RESOLUTION NO. 3602:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 To Appropriate Unanticipated Revenues To Building Inspector Fund No. 2394 For Contracted Professional Services.

\*\* *Councilperson Brush moved to approve the Resolution, seconded by Councilperson Melnik and, after brief discussion and on roll call vote, passed unanimously, 7-0. **Resolution No. 3602 was adopted.***

f. **RESOLUTION NO. 3603:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 To Appropriate Unanticipated Revenues To Airport Fund 5610 For Fuel Supplies

\*\* *Councilperson Uden moved to approve the Resolution, seconded by Councilperson Galbraith and, after brief discussion and on roll call vote, passed unanimously, 7-0. **Resolution No. 3603 was adopted.***

g. **RESOLUTION NO. 3604:** A Resolution Granting A Revocable License To J & T Property Management LLC, A Montana Limited Liability Company, Authorizing The Encroachment Upon City Of Miles City Right Of Way For South Lake Avenue For Purposes Of Constructing Off Street Angled Parking For The Benefit Of Lot 6 In Block 1 Of The Miles Reserve Addition To The City Of Miles City, Commonly Known As 1806 Main Street.

\*\* *Councilperson Galbraith moved to approve the Resolution, seconded by Councilperson Melnik and, after brief discussion and on roll call vote, passed unanimously, 7-0. **Resolution No. 3604 was adopted.***

h. **RESOLUTION NO. 3605:** A Resolution Of Intent To Establish Fees For Historic Preservation Commission Services.

\*\* *Councilperson Brush moved to approve the Resolution, seconded by Councilperson Hollowell and, after brief discussion and on roll call vote, passed unanimously, 7-0. **Resolution No. 3605 was adopted.***

### **Review and Discussion of Wages for Lifeguards**



While signing hiring sheets for lifeguards, Mayor Grenz noticed that the wages were not consistent with what was indicated by this fiscal year's salary resolution. That salary resolution sets the wage for lifeguards at \$7.65 per hour, but the hiring sheet set the wage at \$9 or \$10. He feels the higher wage is appropriate, considering the training they must have, which they pay for themselves, and the level of responsibility of the lifeguard position.

\*\* *Councilperson Andrews moved to suspend the rules, seconded by Councilperson Uden and passed unanimously, 7-0.*

\*\* *Councilperson Uden moved that the Mayor act outside the FY 12-13 salary resolution and pay the lifeguards at the higher rate of pay. The motion was seconded by Councilperson Brush and passed unanimously, 7-0.*

**Discussion: On Whether There Is Any Interest In Purchasing The Lot That Midland Lumber Co. Had South Of Bridge Street**

Mayor Grenz said he had been approached by an individual whose deceased family member owned the lot on Bridge street between MDU and the coffee shop, and asked whether the City would be interested in purchasing this lot. Councilperson Uden said he didn't think the City should commit to purchasing any property at this time; Councilperson Hollowell felt the issue should be run through the Directors for their opinions; Councilperson Brush thought it might be useful for parking; Councilperson Andrews said the City would have the opportunity to clean it up if we owned it. Mayor Grenz will tell the individual that the City is not interested at this time.

**ADJOURNMENT**

\*\* *Councilperson Partridge moved to adjourn the meeting, seconded by Councilperson Uden and passed unanimously, 7-0.*

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

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C.A. GRENZ, Mayor

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**Lorrie Pearce**  
**City Clerk**

## **Finance Committee Meeting June 12, 2013**

The **Finance Committee** met Wednesday, June 12, 2013, at 5:00 p.m. in the City Hall Conference Room. Present were Chairperson Mark Ahner and Committee Members John Uden and Bill Melnik. Councilperson Brush arrived at about 5:25 p.m.

Also present were Mayor C. A. Grenz, Public Utilities Director Al Kelm, City Planner Dianna Broadie, Grant Administrator Dawn Colton, Flood Administrator Samantha Malenovsky, Councilperson Dwayne Andrews and Deputy City Clerk/Recorder Connie Watts.

### **Review of Paving Bid for Street Maintenance District #205**

The bid of \$118,560 from Century Paving is for paving both sides of Riverside Street on N. Jordan and N. Center up to Sixth Street, as well as part of Gordon Street, if there is enough money left over. \$144,000 has been budgeted, so Director Kelm would like to use the entire budgeted amount to get as much paving done as possible.

*\*\* Chairperson Ahner moved that the paving bid for SD #205 be awarded to Century Paving for \$118,560. If the paving can be acquired at the same rate as the \$118,560, then the additional \$26,000, for a total of \$144,000 (as was originally budgeted,) would also be included in the contract. Committee Member Uden seconded the motion, which passed unanimously, 3-0.*

### **Renewal of Ken and Alane Stabler's Lease of Lots ~~14, 15~~ and 24 and 25 of Tract E of the Industrial Site**

Planner Broadie explained the Stablers are requesting to renew their lease, which is due to expire at the end of this month, for a 10-year term with an increase in the rate at five-year intervals. This would set this lease with the same terms as their other leases, and would all come due at the same time.

*\*\* Committee Member Uden moved to recommend approval of the lease of Lots 25 and 26 of Tract E of the Industrial Site to Ken and Alane Stabler, changing the term from one year to ten years, with an increase in rate every five years. The motion was seconded by Committee Member Melnik and passed unanimously 3-0.*

### **Review CTEP "Safe Route to School" Modification to Contract**

Administrator Colton said this modification changes the original contract to include segments 3 and 4. The only thing that changes for the City is the match, which will go from \$1,773 to \$3,875, and which will be taken out of Maintenance District #205.

- \*\* Committee Member Uden moved to recommend that the modification of the contract for SRTS/CTEP, which will increase the City's portion from \$1,773 to \$3,875, be approved. Committee Member Melnik seconded the motion, which then passed unanimously 3-0.*

### **Review of City/KLJ Contract for Floodplain & Flood Control Engineering Services**

Flood Plain Administrator Malenovsky explained that Kadrmas, Lee and Jackson, Inc., have been assisting the City with general engineering studies, attending meetings and working with the Army Corps of Engineers, so far at no charge. If we want to continue having them help us, they would like to be reimbursed for the time they spend here. The cost will not go over \$10,000, and they will let us know if it begins to approach that amount. The funds will come out of the Flood Plain FY 13-14 budget.

- \*\* Committee Member Uden moved to recommend approval of the contract with KLJ for Flood Plain and Flood Control Engineering Services for FY 13-14 in the amount of \$10,000. The motion was seconded by Councilperson Melnik and passed unanimously, 4-0.*

### **Paving of Riverside Park Parking Lot**

Director Kelm said he had \$9,000 in the budget to pave the parking lot at Riverside Park. However, the Jackson Group, to remove and repave, quoted \$12,499 to the City. Later they came back and offered to pull everything out, repave the parking lot in 4" thick concrete and meet all ADA requirements. They were able to do this because John Peila, of Diamond J Construction, offered to donate his time and labor to do the concrete work. The spending of the \$9,000 only needs to be approved by the Mayor and the Finance Committee, as it was already in the budget.

- \*\* Chairperson Ahner moved to approve the budgeted \$9,000 paving project be granted to the Jackson Group, with the work being done by Diamond J Construction, for the parking lot at the Riverside Park restrooms. The motion was seconded by Committee Member Melnik and passed unanimously, 4-0.*

### **Amend Resolution 3550, Setting Wages for Life Guards**

While signing hiring sheets for lifeguards, Mayor Grenz noticed that the wages were not consistent with what was indicated by this fiscal year's salary resolution. That salary resolution sets the wage for lifeguards at \$7.65 per hour, but the hiring sheet set the wage at \$9 or \$10. He feels the higher wage is appropriate, considering the training they must have, which they pay for themselves, and the level of responsibility of the lifeguard position.

*\*\* Chairperson Ahner moved to amend Resolution 3550 to read: "Life guards for the first year will receive \$9 per hour; life guards for the second and succeeding years will receive \$9.31 per hour. Life guards will receive an additional \$.20 per hour for WSI certification. This wage scale would also apply to the next fiscal year of 13-14. Committee Member Uden seconded the motion, which then passed unanimously 4-0.*

**Request of Citizens**

None

**Adjournment**

Having no more business to come before the Committee,

*\* \* Committee Member Uden moved to adjourn the meeting, seconded by Committee Member Melnik. The motion passed unanimously.*

The meeting was adjourned at 5:45 p.m.

Respectfully Submitted:

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Chairperson Mark Ahner

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Deputy City Clerk Connie Watts

**SPECIAL COUNCIL MEETING MINUTES     June 13, 2013**  
**5:30 p.m.**

**CALL TO ORDER**

The Special Council meeting was held Thursday, June 13, 2013, in the Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, at 5:30 p.m. Mayor C. A. Grenz called the meeting to order and led the Council in the Pledge of Allegiance.

Council Members present were Mark Ahner, Bill Melnik, John Uden, Jerry Partridge, John Hollowell and Roxanna Brush. Councilpersons Sue Galbraith and Dwayne Andrews were excused. Also present were City Attorney Dan Rice, Public Utilities Director Al Kelm and Recorder/ City Clerk Lorrie Pearce.

**BID AWARD**

**Paving in Maintenance District #205 to Century Paving**

*\*\* Councilperson Ahner moved to approve awarding the bid of paving in MD #205 to Century Paving, seconded by Councilperson Melnik.*

Councilperson Ahner mentioned that it was the Finance Committee's recommendation from last night that the City allow Century Paving to do additional work in MD #205 up to the budgeted amount of \$144,000.

- The motion then passed unanimously, 6-0.*

**NEW BUSINESS**

**RESOLUTION NO. 3606:** A Resolution Authorizing the City of Miles City to Enter into a Contract for Paving with Century Companies, Inc., a Montana corporation

*\*\* Councilperson Uden moved to approve Resolution 3606, read by title only, in the amount of \$118,560, with the balance of the \$144,000 budgeted for this project being earmarked for additional paving in MD #205. The motion was seconded by Councilperson Brush and, on roll call vote, passed unanimously, 6-0.*

## **DISCUSSION**

- An organization (used to be Green Thumb) called about an unemployed senior citizen who needs a job. Director Kelm thought he could probably use him for weed eating and painting - storage shed in Riverside Park needs painting. The organization will pay the Work Comp and wages.
- Swimming pool people are painting inside on rainy days.
- The Kiwanis organization will be power washing and installing soap dispensers at their shelter in Wibaux Park this weekend and painting next weekend.
- The Lions Club is disbanding and they will be painting and replacing some panels at their shelter at Riverside Park.
- Director Kelm said he would like to see a sidewalk beside the shelter at Riverside Park and connecting to the new sidewalk around the Park.

## **ADJOURNMENT**

*\*\* Councilperson Brush moved to adjourn the meeting, seconded by Councilperson Melnik and passed unanimously, 6-0. The meeting was adjourned at 12:05 p.m.*

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**C.A. Grenz**  
**Mayor**

**ATTEST:**

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**Lorrie Pearce**  
**City Clerk**

RESOLUTION NO. 3601

**A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2012-2013 FOR STATE OF MONTANA PAYMENTS ON BEHALF OF RETIREMENT ACCOUNTS AND PROVIDING FOR HEARING THEREON**

*WHEREAS*, the City of Miles City has been credited with \$377,387.00 from State of Montana for payments by the State on behalf of Public Employee Retirement System (PERS), Montana Peace Officer Retirement System (MPORS) and Montana Firefighters Unified Retirement System (FURS) contributions and for which additional funds no provision was made in the Final Budget for Fiscal Year 2012-2013;

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

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

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

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

1. The revenues for the Final Budget for Fiscal Year 2012-2013 for the General Fund 1000 shall be increased in the following fund in the following amount:

Fund No. 1000-330000- \$377,387.00

2. The appropriations for the Final Budget for Fiscal Year 2012-2013 for Fund 1000 General Fund shall be amended in the following fund as follows:

Fund No. 1000.001.410200.190 of the General Fund 1000 shall be increased in the sum of \$2,223.00;

Fund No. 1000.005.420140.190 of the General Fund 1000 shall be increased in the sum of \$181,459.00;

Fund No. 1000.007.420460.190 of the General Fund 1000 shall be increased in the sum of \$193,705.00;



**BE IT FURTHER RESOLVED** that a public hearing shall be held on the above proposed amendments to the Final Budget for Fiscal Year 2012-2013 on the 25th day of June, 2013 at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4127 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 11TH DAY OF JUNE, 2013.

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

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25TH DAY OF JUNE, 2013.

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

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

RESOLUTION NO. 3602

**A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2012-2013 TO APPROPRIATE UNANTICIPATED REVENUES TO BUILDING INSPECTOR FUND NO. 2394 FOR CONTRACTED PROFESSIONAL SERVICES.**

*WHEREAS*, the City of Miles City Airport has received unanticipated building permit revenues in Building Inspector Fund No. 2394 in the sum of \$15,000.00;

*AND WHEREAS*, as permitted by §7-6-4006 MCA, the City of Miles City desires to amend its final budget for Fiscal Year 2012 - 2013 to appropriate the total amount of such unanticipated revenues in the sum of \$15,000.00 to Building Inspector Fund No. 2394 for contracted professional services;

*AND WHEREAS*, such amendment of the Final Budget for Fiscal Year 2012 -2013 will result in an overall increase in appropriation authority in Building Inspector Fund No. 2394,

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

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

The appropriations for the Final Budget for Fiscal Year 2012 - 2013 for Building Inspector Fund No. 2394 shall be increased in the following amount:

Fund No. 2394-018-420531-350 (Building Inspector Fund No. 2394, Contracted Professional Services), in the sum of \$15,000.00.

Such increased appropriation shall be made from the following Building Inspector Fund No. 2394 account:

Account No. 2394 323010 (Building Inspector Fund No. 2394- Permit Fees) in the amount of \$15,000.00,

**BE IT FURTHER RESOLVED** that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2012 - 2013 on the 25th day of June, 2013 at 7:00p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7 1-4127 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 11TH DAY OF JUNE, 2013.

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

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25TH DAY OF JUNE, 2013.

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

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

RESOLUTION NO. 3603

**A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2012-2013 TO APPROPRIATE UNANTICIPATED REVENUES TO AIRPORT FUND 5610 FOR FUEL SUPPLIES**

*WHEREAS*, the City of Miles City Airport has received unanticipated fuel sale revenues in Airport Fund No. 5610 in the sum of \$92,000.00,

*AND WHEREAS*, as permitted by §7-6-4006 MCA, the City of Miles City desires to amend its final budget for Fiscal Year 2012-2013 to appropriate the total amount of such unanticipated revenues in the sum of \$92,000.00 to Airport Fund No. 5610 for fuel supplies;

*AND WHEREAS*, such amendment of the Final Budget for Fiscal Year 2012 - 2013 will result in an overall increase in appropriation authority in Airport Fund No. 5610,

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

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

The appropriations for the Final Budget for Fiscal Year 2012-2013 for Airport Fund No. 5610 shall be increased in the following amount:

Fund No. 5610-087-430300-237 (Airport Fund No. 5610, Fuel Supplies), in the sum of \$92,000.00.

Such increased appropriation shall be made from the following Airport Fund No. 5610 account:

Account No. 5610-343062 (Airport Fund No. 5610- Fuel Sales) in the amount of \$92,000.00,

**BE IT FURTHER RESOLVED** that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2012 - 2013 on the 25th day of June, 2013 at 7:00p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7 1-4127 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 11TH DAY OF JUNE, 2013.

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

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25TH DAY OF JUNE, 2013.

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

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

**RESOLUTION NO. 3605**

**A RESOLUTION OF INTENT TO ESTABLISH FEES FOR HISTORIC PRESERVATION COMMISSION SERVICES.**

*WHEREAS*, the Historic Preservation Commission of the City of Miles City, Montana, wishes to make certain services available to the public, and to collect a fee for such services;

*AND WHEREAS*, the City Council of the City of Miles City proposes that the fees set forth in Exhibit "A", attached hereto and made a part hereof, are reasonable and appropriate and should be adopted;

*AND WHEREAS*, Section 7-6-4013 MCA requires a public hearing prior to the establishment of such fees;

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

1. The fees set forth in the Historic Preservation Commission Proposed Fee Schedule set forth in the attached Exhibit "A" are proposed for adoption, effective upon the passage of a resolution establishing such fees following the public hearing thereon.

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

**SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 11TH DAY OF JUNE, 2013.**

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

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

HISTORIC PRESERVATION COMMISSION  
PROPOSED FEE SCHEDULE

SERVICES	Miles City Proposed Fee	Commission Budget	Bozeman	Billings	Tampa, FL	Washington, DC	Grand Rapids
<b>MATERIALS</b>							
Document Copies	City Schedule	\$50.00					
120.96/ink w/avg 1700 pgs = .07 per page							
Photographic Images Post Cards -	\$5						
Design Guidelines							
Designation Reports					\$15		
Secretary of Interior's Standards for Rehabilitation	\$5				\$5		
Historic District Maps (Development cost? - Printing)	\$5				\$5		
<b>STAFF ACTIVITIES:</b>							
Direct Public Services	Miles City	Commission Budget	Bozeman	Billings	Tampa, FL	Washington, DC	Grand Rapids
Family genealogy and historic research	\$0 - Initial Search \$25/hour for extensive search	\$300.00					
Design Guideline Consultation	???						
Grant Writing (non-profit/historic, economic dev, incentives, etc	\$35/hour - research + page or word rate	\$350.00					
*Note: Page rates based on hourly median Montana salary for professional technical writers expected to produce 2000/day, and could range between \$15 - \$30 depending on page content requirements: Forms or actual composition of original copy							
Initial Determination of Historic Significance					\$250 Residential + .01/sq ft \$ 750 - Commerci al + .02/sq'		
Preparation of Nomination to Historic Register - Research & Writing	\$35.00/hr	\$500.00	Refer to consultant	Refer to consultant	Refer to consultant	Refer to consultant	
Proposed Budget - Commission Fee Revenue Fiscal Year 2013-2014		\$1,200.00					

STAFF AGENCIES: Municipal Services	WHS-City Commission Budget	City Budget	Bozeman Issues: No fee posted	Butte Proposed	Billings Issues: No fee posted	Tampa, FL	Washington, DC	Grand Rapids Staff - \$10.00 HPC - \$50.00
Certificate of Appropriateness Standard Application Reviews		N/A	Issues: No fee posted	Proposed	Issues: No fee posted	\$100		
Balconies over Right of Way (BLC)						\$500		
Encroachment Signs (BLC)						\$100		
Exterior Painting (BLC)						\$50		
Site Plan Review - New Construction or Addition of more than 40% of the original structure		\$200	No fee online		No fee online	\$250 - Residential +.01/sq' \$250 - Commercial +.02/sq'		New Construction Review \$300.00 (Garages separate) \$150.00
Large Scale Addition Application Review: Over 1200 square feet)								
Demolition of Contributing Structure			Ordinance	Ordinance	Ordinance	\$250 - Residential +.01/sq ft \$750 - Commercial +.02/ sq'		\$150 Demolition Application Reviews (includes garages)
Variance						\$200		
Administrative Appeal						\$250		
Tax Exempt Application						\$250		

**Definitions: Certificates of Appropriateness:**

**Bozeman:** A Certificate of Appropriateness (COA) applies within the Neighborhood Conservation Overlay District. This district is shown in the colored shading on the linked Neighborhood Conservation Overlay District map. If you are located within these areas you may still develop or remodel your property but some special standards apply. The main focus of the Neighborhood Conservation Overlay District is historic preservation. Work to repair an existing structure is often exempt from the requirement for a COA. Historic preservation is integrated into the City's regulatory program through Design Guidelines. The design guidelines apply within the Neighborhood Conservation Overlay District and within national register historic districts.

**Butte:** "Certificate of appropriateness" means a signed and dated document that shall be submitted to and approved by the HPC for proposed alteration or change by an applicant of a local register property. Certificate of appropriateness is not required for ordinary maintenance and repairs. (Proposed - not yet passed/implemented)

**Billings:** Certificate of Appropriateness: A signed and dated document that shall be submitted to the Yellowstone Historic Preservation Board for recommendation of the appropriateness of any new construction, demolition, exterior alteration or change of location of an historic site or structure located within a Historic District or designated on the Local Register. This certification is required prior to the issuance of a building permit, demolition permit or sign permit.

Finance Committee Claims Sign-Off Sheet

MONTH: May, 2013

To the best of my knowledge and ability, the following check register printouts have been reviewed and are in numerical sequential order. Furthermore, the check register has been compared to the claims register for agreement.

Roxanna Bush  
(signature)

6-14-13  
(date)

06/14/13  
08:39:03

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 5/13

\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
122568	72665S	999999	BILLIE BURKHALTER	342.32 ✓					
1	122568	05/08/13 TRAVEL-INSTITUTE-BILLINGS		114.11			1000 3 410500	370	101000
2	122568	05/08/13 TRAVEL-INSTITUTE-BILLINGS		114.11			5210 25 430510	370	101000
3	122568	05/08/13 TRAVEL-INSTITUTE-BILLINGS		114.10			5310 29 430610	370	101000
122570	72755S	373	MASTERCARD	18,806.75 ✓					
1	122570	05/08/13 OPERATING SUPPLIES		16.05*			1000 3 410500	220	101000
2	122570	05/08/13 POSTAGE		11.92*			1000 3 410500	311	101000
3	122570	05/08/13 OFFICE SUPPLIES		39.97*			1000 4 411100	210	101000
4	122570	05/08/13 POSTAGE		46.00			1000 4 411100	311	101000
5	122570	05/08/13 OFFICE SUPPLIES		434.13*			1000 5 420140	210	101000
6	122570	05/08/13 SMALL EQUIP		167.76			1000 5 420140	214	101000
7	122570	05/08/13 OPERATING SUPPLIES		93.70*			1000 5 420140	220	101000
8	122570	05/08/13 REPAIR & MAIN SUPP		232.82*			1000 5 420140	230	101000
9	122570	05/08/13 POSTAGE		72.94*			1000 5 420140	311	101000
10	122570	05/08/13 REPAIR & MAIN SUPP		234.40			1000 5 420140	360	101000
11	122570	05/08/13 OFFICE SUPPLIES		362.50			1000 5 420160	210	101000
12	122570	05/08/13 SMALL EQUIP		350.00			1000 7 420460	214	101000
13	122570	05/08/13 REPAIR & MAIN SUPP		96.46			1000 7 420460	230	101000
14	122570	05/08/13 FUEL		100.42*			1000 7 420460	231	101000
15	122570	05/08/13 TELEPHONE		141.39			1000 7 420460	345	101000
16	122570	05/08/13 BLDG MATERIALS		106.98			1000 7 420460	400	101000
17	122570	05/08/13 OFFICE SUPPLIES		17.67*			1000 13 460433	210	101000
18	122570	05/08/13 OPERATING SUPPLIES		289.39			1000 13 460433	220	101000
19	122570	05/08/13 REPAIR & MAIN SUPP		442.75*			1000 13 460433	230	101000
20	122570	05/08/13 REPAIR & MAIN SERV		57.62			1000 13 460433	363	101000
21	122570	05/08/13 OPERATING SUPPLIES		74.23			1000 21 440600	220	101000
22	122570	05/08/13 POSTAGE		24.92*			1000 36 411020	311	101000
23	122570	05/08/13 TRAINING		50.00			1000 36 411020	380	101000
24	122570	05/08/13 TRAINING		50.00			1000 201 431200	380	101000
25	122570	05/08/13 POSTAGE		8.75			1000 201 431200	311	101000
26	122570	05/08/13 OPERATING SUPPLIES		108.39*			2220 16 460100	224	101000
27	122570	05/08/13 POSTAGE		104.28			2220 16 460100	311	101000
28	122570	05/08/13 PRINTING		219.94			2220 16 460100	320	101000
29	122570	05/08/13 BOOKS		967.04			2220 16 460100	382	101000
30	122570	05/08/13 OFFICE SUPPLIES		-32.12*			2510 107 430220	210	101000
31	122570	05/08/13 OPERATING SUPPLIES		19.83			2510 107 430220	220	101000
32	122570	05/08/13 REPAIR & MAIN SUPP		223.47			2510 107 430220	230	101000
33	122570	05/08/13 POSTAGE		2.88			2510 107 430220	311	101000
34	122570	05/08/13 REPAIR & MAIN SERV		1,671.02			2510 107 430220	363	101000
35	122570	05/08/13 OFFICE SUPPLIES		-8.03			2520 108 430220	210	101000



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36	122570	05/08/13	OPERATING SUPPLIES	4.96			2520 108 430220	220	101000
37	122570	05/08/13	REPAIR & MAIN SUPP	55.87			2520 108 430220	230	101000
38	122570	05/08/13	POSTAGE	0.72			2520 108 430220	311	101000
39	122570	05/08/13	REPAIR & MAIN SERV	417.74*			2520 108 430220	363	101000
40	122570	05/08/13	OPERATING SUPPLIES	26.80			2985 15 450330	210	101004
41	122570	05/08/13	POSTAGE	41.06*			2985 15 450330	311	101004
42	122570	05/08/13	OPERATING SUPPLIES	145.91			5210 22 430530	220	101000
43	122570	05/08/13	REPAIR & MAIN SUPP	258.31			5210 22 430530	230	101000
44	122570	05/08/13	CONSUMABLE TOOLS	14.97*			5210 22 430530	241	101000
45	122570	05/08/13	MEMBERSHIP	35.00*			5210 22 430530	334	101000
46	122570	05/08/13	CONTRACTED SERVICES	200.00			5210 22 430530	352	101000
47	122570	05/08/13	REPAIR & MAIN SERV	360.32			5210 22 430530	363	101000
48	122570	05/08/13	OFFICE SUPPLIES	49.63*			5210 23 430550	210	101000
49	122570	05/08/13	OPERATING SUPPLIES	65.02			5210 23 430550	220	101000
50	122570	05/08/13	OPERATING SUPPLIES	72.00			5210 23 430550	226	101000
51	122570	05/08/13	REPAIR & MAIN SUPP	56.25			5210 23 430550	230	101000
52	122570	05/08/13	REPAIR & MAIN SUPP	29.76			5210 23 430550	233	101000
53	122570	05/08/13	CONSUMABLE TOOLS	73.89*			5210 23 430550	241	101000
54	122570	05/08/13	POSTAGE	13.13			5210 23 430550	311	101000
55	122570	05/08/13	REPAIR & MAIN SERV	1,343.62*			5210 23 430550	363	101000
56	122570	05/08/13	OPERATING SUPPLIES	16.05			5210 25 430510	220	101000
57	122570	05/08/13	POSTAGE	11.92*			5210 25 430510	311	101000
58	122570	05/08/13	OPERATING SUPPLIES	145.88*			5210 80 430540	220	101000
59	122570	05/08/13	OPERATING SUPPLIES	739.02			5210 80 430540	222	101000
60	122570	05/08/13	OPERATING SUPPLIES	7.98			5210 80 430540	226	101000
61	122570	05/08/13	REPAIR & MAIN SUPP	53.92			5210 80 430540	230	101000
62	122570	05/08/13	CONSUMABLE TOOLS	14.97			5210 80 430540	241	101000
63	122570	05/08/13	POSTAGE	86.90			5210 80 430540	311	101000
64	122570	05/08/13	MEMBERSHIP	35.00*			5210 80 430540	334	101000
65	122570	05/08/13	OPERATING SUPPLIES	16.06			5310 29 430610	220	101000
66	122570	05/08/13	POSTAGE	11.92			5310 29 430610	311	101000
67	122570	05/08/13	OFFICE SUPPLIES	38.42*			5310 31 430630	210	101000
68	122570	05/08/13	OPERATING SUPPLIES	71.99			5310 31 430630	226	101000
69	122570	05/08/13	OPERATING SUPPLIES	49.07			5310 31 430630	220	101000
70	122570	05/08/13	POSTAGE	13.12			5310 31 430630	311	101000
71	122570	05/08/13	CONSUMABLE TOOLS	48.88			5310 31 430630	241	101000
72	122570	05/08/13	REPAIR & MAIN SUPP	157.10			5310 31 430630	230	101000
73	122570	05/08/13	REPAIR & MAIN SUPP	97.58			5310 31 430630	233	101000
74	122570	05/08/13	REPAIR & MAIN SERV	1,343.62			5310 31 430630	363	101000
75	122570	05/08/13	OPERATING SUPPLIES	239.97*			5310 31 430630	234	101000
76	122570	05/08/13	OPERATING SUPPLIES	35.95			5310 32 430690	220	101000
77	122570	05/08/13	OPERATING SUPPLIES	7.98			5310 32 430690	226	101000

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CITY OF MILES CITY  
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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
78	122570	05/08/13 REPAIR & MAIN SUPP		799.97			5310 32 430690	230	101000
79	122570	05/08/13 BLDG MATERIALS		7.99			5310 32 430690	400	101000
80	122570	05/08/13 OFFICE SUPPLIES		31.99*			5310 33 430640	210	101000
81	122570	05/08/13 OPERATING SUPPLIES		60.15			5310 33 430640	220	101000
82	122570	05/08/13 OPERATING SUPPLIES		1,729.75			5310 33 430640	222	101000
83	122570	05/08/13 REPAIR & MAIN SUPP		55.24			5310 33 430640	230	101000
84	122570	05/08/13 MEMBERSHIP		57.00			5310 33 430640	334	101000
85	122570	05/08/13 REPAIR & MAIN SERV		360.32			5310 33 430640	363	101000
86	122570	05/08/13 OPERATING SUPPLIES		9.99			5510 10 420730	226	101000
87	122570	05/08/13 SMALL EQUIP		811.78			5510 10 420730	214	101000
88	122570	05/08/13 OPERATING SUPPLIES		436.39*			5510 10 420730	220	101000
89	122570	05/08/13 REPAIR & MAIN SUPP		267.63			5510 10 420730	230	101000
90	122570	05/08/13 REPAIR & MAIN SUPP		305.18*			5610 87 430300	230	101000
91	122570	05/08/13 OFFICE SUPPLIES		119.99			6040 910 430220	210	101000
92	122570	05/08/13 OFFICE SUPPLIES		117.49			5610 87 430300	210	101000
93	122570	05/08/13 OPERATING SUPPLIES		199.55*			5610 87 430300	220	101000
94	122570	05/08/13 TELEPHONE		128.61*			5610 87 430300	345	101000
122578	72758S	1970 MONTANA DAKOTA UTILITIES		770.84 ✓					
1	122578	05/09/13 ELECTRIC/GAS		279.26			5610 87 430300	341	101000
2	122578	05/09/13 ELECTRIC/GAS		491.58			5610 87 430300	344	101000
122579	72760S	999999 MJC & MCCA		70.00 ✓					
1	122579	05/14/13 DUES		70.00*			1000 6 410300	334	101000
122580	72759S	429 BNSF RAILWAY COMPANY		307.48 ✓					
1	122580	05/14/13 DRAINAGE CANAL DITCH PER		245.98*			2510 107 430220	532	101000
2	122580	05/14/13 DRAINAGE CANAL DITCH PER		61.50			2520 108 430220	532	101000
122581	72761S	999999 DALE BERG		852.51 ✓					
1	122581	05/15/13 TRAVEL-GREAT FALLS		426.26			1000 7 420460	370	101000
2	122581	05/15/13 TRAVEL-GREAT FALLS		426.25			5510 10 420730	370	101000
122582	72762S	999999 JUSTIN RUSSELL		441.80 ✓					
1	122582	05/15/13 TRAVEL-GREAT FALLS		220.90			1000 7 420460	370	101000
2	122582	05/15/13 TRAVEL-GREAT FALLS		220.90			5510 10 420730	370	101000
122583	72763S	999999 MATT SPIESS		92.00 ✓					
1	122583	05/15/13 TRAVEL-GREAT FALLS		46.00			1000 7 420460	370	101000
2	122583	05/15/13 TRAVEL-GREAT FALLS		46.00			5510 10 420730	370	101000

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CITY OF MILES CITY  
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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
122584	72765S	1010 STOCKMAN BANK	117.97 ✓					
1	122584	05/16/13 NSF CHECK-REBECCA MOSDAL	58.99			5210 25 430510	810	101000
2	122584	05/16/13 NSF CHECK-REBECCA MOSDAL	58.98			5310 29 430610	810	101000
122585	72770S	2831 MILES CITY STAR ADVERTISING	72.00 ✓					
1	122585	05/21/13 SUBSCRIPTION-6 MONTHS	24.00			1000 3 410500	330	101000
2	122585	05/21/13 SUBSCRIPTION-6 MONTHS	24.00			5210 25 430510	330	101000
3	122585	05/21/13 SUBSCRIPTION-6 MONTHS	24.00			5310 29 430610	330	101000
122586	72771S	572 VERIZON WIRELESS	400.32 ✓					
1	122586	05/21/13 MDT USAGE FEES	400.32*			1000 5 420140	220	101000
122587	72769S	999999 BETTY VAIL	667.98 ✓					
1	122587	05/21/13 TRAVEL REIMB-HELENA	667.98			2985 15 450300	370	101000
122588	72772S	1970 MONTANA DAKOTA UTILITIES	29,286.68 ✓					
1	122588	05/23/13 ELEC/GAS/RENTAL	218.57			1000 7 420460	341	101000
2	122588	05/23/13 ELEC/GAS/RENTAL	93.82			1000 7 420460	344	101000
3	122588	05/23/13 ELEC/GAS/RENTAL	253.52			1000 8 411230	341	101000
4	122588	05/23/13 ELEC/GAS/RENTAL	182.38			1000 8 411230	344	101000
5	122588	05/23/13 ELEC/GAS/RENTAL	481.90			1000 13 460433	341	101000
6	122588	05/23/13 ELEC/GAS/RENTAL	212.72*			1000 13 460433	344	101000
7	122588	05/23/13 ELEC/GAS/RENTAL	24.31*			1000 21 440600	341	101000
8	122588	05/23/13 ELEC/GAS/RENTAL	39.87			1000 21 440600	344	101000
9	122588	05/23/13 ELEC/GAS/RENTAL	444.43			2220 16 460100	341	101000
10	122588	05/23/13 ELEC/GAS/RENTAL	104.55			2220 16 460100	344	101000
11	122588	05/23/13 ELEC/GAS/RENTAL	11,491.78*			2400 46 430263	341	101000
12	122588	05/23/13 ELEC/GAS/RENTAL	2,138.15			2400 46 430263	533	101000
13	122588	05/23/13 ELEC/GAS/RENTAL	1,733.11			2420 48 430263	341	101000
14	122588	05/23/13 ELEC/GAS/RENTAL	667.90			2420 48 430263	533	101000
15	122588	05/23/13 ELEC/GAS/RENTAL	122.68			2430 49 430263	341	101000
16	122588	05/23/13 ELEC/GAS/RENTAL	1,078.00			2440 50 430263	341	101000
17	122588	05/23/13 ELEC/GAS/RENTAL	262.47			2470 72 430263	341	101000
18	122588	05/23/13 ELEC/GAS/RENTAL	304.12			2470 72 430263	533	101000
19	122588	05/23/13 ELEC/GAS/RENTAL	61.28			2480 47 430263	341	101000
20	122588	05/23/13 ELEC/GAS/RENTAL	24.19			2510 107 430220	341	101000
21	122588	05/23/13 ELEC/GAS/RENTAL	3,187.22			5210 22 430530	341	101000
22	122588	05/23/13 ELEC/GAS/RENTAL	551.04			5210 22 430530	344	101000
23	122588	05/23/13 ELEC/GAS/RENTAL	1,027.63			5310 32 430690	341	101000
24	122588	05/23/13 ELEC/GAS/RENTAL	118.88*			5310 32 430690	344	101000
25	122588	05/23/13 ELEC/GAS/RENTAL	3,883.33			5310 33 430640	341	101000

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26	122588	05/23/13	ELEC/GAS/RENTAL	164.89			5510 10 420730	341	101000
27	122588	05/23/13	ELEC/GAS/RENTAL	70.77			5510 10 420730	344	101000
28	122588	05/23/13	ELEC/GAS/RENTAL	249.68			6040 910 430220	341	101000
29	122588	05/23/13	ELEC/GAS/RENTAL	93.49			6040 910 430220	344	101000
122589	72773S	4025	SEABOLT CONSTRUCTION	9,622.63 ✓					
1	122589	05/23/13	PARTIAL PMNT #1-POOL ROOF	9,622.63*			1000 14 460445	360	101000
122590	72775S	4026	JACKSON CONTRACTOR GROUP INC	198,455.65 ✓					
1	122590	05/28/13	PAY ESTIMATE #2-RIVERSIDE PARK	232.11			1000 13 460433	936	101000
2	122590	05/28/13	PAY ESTIMATE #3-RIVERSIDE PARK	37,379.23			1000 13 460433	936	101000
3	122590	05/28/13	PAY ESTIMATE #4-RIVERSIDE PARK	160,844.31			1000 13 460433	936	101000
122591	72776S	999999	HEATHER ROOS	92.00 ✓					
1	122591	06/03/13	TRAVE-BUTTE 6/11-6/14	92.00			1000 5 420160	370	101000
122592	72777S	999999	DAWN COLTON	559.61 ✓					
1	122592	05/31/13	TRAVEL-HELENA-TSEP WORKSHOP	559.61*			1000 36 411020	370	101000
122593	72778S	4025	SEABOLT CONSTRUCTION	7,500.00 ✓					
1	122593	05/31/13	Pool House Roof Project	7,500.00*		16579	1000 14 460445	360	101000
			Inv #2						
122594	72779S	2865	DEPT OF ENVIRONMENTAL QUALITY	3,637.50 ✓					
			5L1301041 MT G77 Outfall Charge, Natural Oasis						
			5L1301042 MT R000482 Storm Water Discharge						
			5L1301043 MT 0020001 Waste Plant Discharge Permit						
1	122594	06/07/13	PERMITS, CHARGES	637.50*		5L1301	1000 14 460445	540	101000
			041; 511301042; 511301043						
2	122594	06/07/13	PERMITS, CHARGES	3,000.00			5310 29 430610	540	101000
122595	72780S	999999	ROBERT HUTCHINGS	123.09 ✓					
1	122595	06/10/13	TRAVEL REIMBURSEMENT (GLENDIVE)	61.55		16737	5210 23 430550	370	101000
2	122595	06/10/13	TRAVEL REIMBURSEMENT (GLENDIVE)	61.54		16737	5310 31 430630	370	101000
122599	72788S	52	ABC GLASS INC	58.00 ✓					
1	122599	05/31/12	PHILLIPS 66 LIGHTS FOR SIGN	58.00*		16357	5610 87 430300	230	101000
			10035837						

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122600	72789S	397 AUTOBODY SOLUTIONS	150.00 ✓					
1	122600	05/31/13 VEHICLE TOW:94 BUICK LASABER	150.00*		16639	1000 5 420140	220	101000
1122								
122601	72787S	60 A & I DISTRIBUTORS	1,599.14 ✓					
1	122601	05/31/13 BULK OIL	540.51		14689	2510 107 430220	231	101000
2323354								
2	122601	05/31/13 BULK OIL	134.06			2520 108 430220	231	101000
3	122601	05/31/13 BULK OIL	337.29*			5210 23 430550	231	101000
4	122601	05/31/13 BULK OIL	337.28*			5310 31 430630	231	101000
5	122601	05/31/13 BULK OIL	250.00			1000 13 460433	231	101000
122602	72790S	3291 BIG SKY CARWASH	37.70 ✓					
1	122602	05/31/13 PD CARWASH	37.70*		16643	1000 5 420140	220	101000
04 /26 TO 05/25								
122603	72791S	4011 BIG SKY LINEN	139.72 ✓					
1	122603	05/31/13 RUGS, ETC.	66.36			1000 8 411230	220	101000
91649, 93644, 91650, 93645, 91641, 95626								
2	122603	05/31/13 RUGS, ETC.	41.24			6040 910 430220	220	101000
3	122603	05/31/13 RUGS, ETC.	32.12			1000 5 420140	360	101000
122604	72793S	394 BOSS INC	162.11 ✓					
1	122604	05/31/13 OFFICE SUPPLIES	92.16*			5510 10 420730	210	101000
2	122604	05/31/13 OFFICE SUPPLIES	69.95*			2985 15 450330	220	101000
122605	72792S	361 BILLS TRUCK SERVICE	527.38 ✓					
1	122605	05/31/13 E-8 ANNUAL SERVICE	527.38		16298	1000 7 420460	360	101000
122606	72811S	999999 DIANNA BROADIE	89.27 ✓					
1	122606	05/31/13 TRAVEL REIMBURSEMENT	89.27*			1000 36 411020	370	101000
122607	72795S	999999 BRUSH TRUCK REPAIR	1,920.00 ✓					
1	122607	05/31/13 VEHICLE R & M	768.00		14688	2510 107 430220	230	101000
2	122607	05/31/13 VEHICLE R & M	192.00			2520 108 430220	230	101000
3	122607	05/31/13 VEHICLE R & M	480.00			5210 23 430550	230	101000
4	122607	05/31/13 VEHICLE R & M	480.00			5310 31 430630	230	101000

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122608	72794S	408 BRENNTAG PACIFIC, INC.	8,902.00 ✓					
1	122608	05/31/13 CHEMICALS, ETC.	8,902.00		16431	5210 80 430540	222	101000
122609	72797S	485 CENTURY CONSTRUCTION INC	8,373.00 ✓					
1	122609	05/31/13 HYDRANT REPLACEMENT	8,373.00*		16732	5310 31 430630	234	101000
122610	72798S	498 CENTURY LINK	2,078.80 ✓					
1	122610	05/31/13 PHONE SERVICE	1,965.87			2850 105 420140	345	101000
2	122610	05/31/13 PHONE SERVICE	112.93			2935 11 460461	345	101000
122611	72799S	499 CHECKERS INC	84.00 ✓					
1	122611	05/31/13 RANDOM TEST	42.00		16734	5210 23 430550	350	101000
2	122611	05/31/13 RANDOM TEST	42.00			5310 31 430630	350	101000
122612	72801S	523 CITY SERVICE, INC.	16,415.50 ✓					
1	122612	05/31/13 AVIATION FUEL	14,565.50*		16347	5610 87 430300	237	101000
2	122612	05/31/13 FUEL TRUCK LEASE	1,850.00*			5610 87 430300	220	101000
122613	72785S	1286 DENNIS HIRSCH	4,474.40 ✓					
1	122613	05/31/13 MAY PERMITS	4,474.40*		16575	2394 18 420531	350	101000
122614	72802S	237 CPI COLLECTION PROFESSIONALS INC	256.50 ✓					
1	122614	05/31/13 WATER/SEWER COLLECTIONS	128.25			5210 25 430510	350	101000
2	122614	05/31/13 WATER/SEWER COLLECTIONS	128.25			5310 29 430610	350	101000
122615	72806S	700 CUSTER COUNTY WATER & SEWER	10,489.83 ✓					
1	122615	05/31/13 WATER/SEWER COLL: CCWS DIST	10,489.83			7980 211020		101000
122616	72805S	639 CUSTER CO HEALTH DEPT	397.00 ✓					
1	122616	05/31/13 VACCINES	289.00*			5310 31 430630	360	101000
2	122616	05/31/13 VACCINES	108.00*			5210 22 430530	350	101000
122617	72803S	636 CRIDCO, LLC	54.00 ✓					
1	122617	05/31/13 WATER	54.00*			5610 87 430300	230	101000
122618	72804S	4001 CRITELLI COURIERS, INC.	224.00 ✓					
1	122618	05/31/13 CONTRACT: MAY	224.00			2880 39 460100	311	101020

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122619	72807S	721 DALES CLEANING SERVICE	✓875.00					
1	122619	05/31/13 JANITORIAL SERVICES	325.00			2220 16 460100	360	101000
2	122619	05/31/13 JANITORIAL SERVICES	550.00			1000 8 411230	360	101000
122620	72809S	316 DATA IMAGING SYSTEMS, INC	✓1,542.99					
1	122620	05/31/13 PRINTER/CITY SILO & VLT BKP	70.99			1000 3 410500	214	101000
2	122620	05/31/13 PRINTER/CITY SILO & VLT BKP	71.00			5210 25 430510	214	101000
3	122620	05/31/13 PRINTER/CITY SILO & VLT BKP	71.00			5310 29 430610	214	101000
4	122620	05/31/13 PRINTER/CITY SILO & VLT BKP	399.10			1000 3 410500	360	101000
5	122620	05/31/13 PRINTER/CITY SILO & VLT BKP	149.61*			5210 25 430510	360	101000
6	122620	05/31/13 PRINTER/CITY SILO & VLT BKP	149.61*			5310 29 430610	360	101000
7	122620	05/31/13 PRINTER/CITY SILO & VLT BKP	88.66*			1000 1 410200	360	101000
8	122620	05/31/13 PRINTER/CITY SILO & VLT BKP	206.57			1000 36 411020	360	101000
9	122620	05/31/13 PRINTER/CITY SILO & VLT BKP	59.40			5210 23 430550	360	101000
10	122620	05/31/13 PRINTER/CITY SILO & VLT BKP	58.51*			5310 31 430630	360	101000
11	122620	05/31/13 PRINTER/CITY SILO & VLT BKP	85.11			2510 107 430220	360	101000
12	122620	05/31/13 PRINTER/CITY SILO & VLT BKP	33.69			2520 108 430220	360	101000
13	122620	05/31/13 PRINTER/CITY SILO & VLT BKP	99.74*			1000 9 410540	360	101000
122621	72796S	2062 BUILDING CODES BUREAU	✓31.00					
1	122621	05/31/13 BOILER: WARMING HOUSE	31.00		16558	1000 13 460433	350	101000
122622	72786S	1286 DENNIS HIRSCH	✓5,905.78					
1	122622	05/31/13 MAY PERMITS (2ND CHECK)	5,905.78*		16581	2394 18 420531	350	101000
122623	72810S	771 DEPT OF REVENUE	✓5,080.60					
1	122623	05/31/13 1% - #3 WEST MUNICPL #3 WEST MUN	2,847.68		16577	5210 23 430550	958	101000
2	122623	05/31/13 1% - #3 WEST MUNICPL	1,790.91			2510 107 430233	350	101000
3	122623	05/31/13 1% - #3 WEST MUNICPL	442.01			2510 107 430235	230	101000
122624	72812S	999999 DICK'S CONSTRUCTION	✓337.52					
1	122624	05/31/13 REPLACE DOOR PANELS	337.52		16300	1000 7 420460	400	101000
122625	72813S	800 DOEDEN CONSTRUCTION	✓342.30					
1	122625	05/31/13 4TH & MAIN #44701	342.30*		16729	5310 31 430630	360	101000

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122626	72815S	790 DPC INDUSTRIES	✓ 69.00					
1	122626	05/31/13 DEMURRAGE	45.00		16443	5210 80 430540	222	101000
		72000072-13						
2	122626	05/31/13 DEMURRAGE	24.00			5310 33 430640	222	101000
122627	72816S	870 EAST MAIN ANIMAL CLINIC	✓ 260.00					
1	122627	05/31/13 VET FEES	260.00		16642	1000 21 440600	350	101000
122628	72817S	869 EAST MONT COMMUNICATIONS	✓ 580.00					
1	122628	05/31/13 INSULATING - ALARM BOX	481.00		16446	5310 32 430690	360	101000
2	122628	05/31/13 RADIO MAINTENANCE	99.00*		16815	1000 5 420160	350	101000
122629	72818S	291 ECOLAB PEST ELIMINATION DIVISION	✓ 62.00					
1	122629	05/31/13 PEST CONTROL	62.00*		16354	5610 87 430300	230	101000
		9430026						
122630	72819S	902 ENERGY LABORATORIES INC	✓ 1,252.00					
1	122630	05/31/13 LAB TESTING	633.00		16450	5210 80 430540	352	101000
2	122630	05/31/13 LAB TESTING	619.00		16450	5310 33 430640	352	101000
122631	72820S	910 EVERGREEN LANDSCAPING	✓ 120.78					
1	122631	05/31/13 SUPPLIES	120.78*		16572	1000 13 460433	230	101000
122632	72821S	4010 FELT, MARTIN, FRAZIER & WELDON,	✓ 2,625.00					
1	122632	05/31/13 LEGAL SERVICES	2,625.00			1000 3 411101	350	101000
122633	72822S	979 FIREMANS COMPANY	✓ 374.00					
1	122633	05/31/13 RECHARGED TEST FIRE EXT	374.00*		16355	5610 87 430300	230	101000
122634	72860S	999999 RICK FLOTKOETTER	✓ 2,850.00					
1	122634	05/31/13 BUCKING HORSE SALE VENDER ORG	2,850.00			1000 366040		101000
122635	72838S	4022 MARILYNN FORMAN	✓ 350.00					
1	122635	05/31/13 PD CLEANING	350.00		16644	1000 5 420140	350	101000
122636	72823S	999999 FORT HARRISON - AGENT CASHIER	✓ 505.02					
1	122636	05/31/13 RENT: JULY/AUG/SEPT 2013	505.02*		16154	2985 15 450330	530	101000



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122637	72824S	1050 FRANKS BODY SHOP	230.00 ✓					
1	122637	05/31/13 VHCLE TOW 96 OLDS 88:95 DGE PK	230.00*		16641	1000 5 420140	220	101000
122638	72864S	999999 SCOTT GRAY	84.27 ✓					
1	122638	05/31/13 CELL PHONE REIMB	67.42*		16568	2510 107 430220	345	101000
2	122638	05/31/13 CELL PHONE REIMB	16.85*		16568	2520 108 430220	345	101000
122639	72800S	999999 CHERI GREER	58.00 ✓					
1	122639	05/31/13 TRAVEL REIMB: LEWISTOWN	58.00		16810	1000 5 420160	370	101000
122640	72826S	999999 GUS THE GUTTERMAN	364.00 ✓					
1	122640	05/31/13 MAINT DWNSPTS/GUTTERS	364.00		15592	2220 16 460100	360	101000
122641	72833S	999999 KENNETH W. HOM	350.00 ✓					
1	122641	05/31/13 SUBSTITUTE JUDGE	350.00*		16052	1000 6 410300	350	101000
122642	72828S	1330 HOLY ROSARY HEALTH CENTER	467.24 ✓					
1	122642	05/31/13 MEDICAL SUPPLIES	467.24*		16908	5510 10 420730	220	101000
122643	72829S	999999 INTERSTATE POWER SYSTEMS	719.55 ✓					
1	122643	05/31/13 REPAIR T-19	719.55*		16901	1000 7 420460	364	101000
122644	72834S	999999 KORA JOHNSON	50.00 ✓					
1	122644	05/31/13 REIMBURSE FOR BOOTS	50.00		16574	1000 13 460433	226	101000
122645	72835S	1424 KRUTZFELDT & JONES LLP	245.00 ✓					
1	122645	05/31/13 PROFESSIONAL SERVCIES	245.00*		16349	5610 87 430300	350	101000
13919								
122646	72831S	1407 KADRMAS LEE & JACKSON INC	9,643.82 ✓					
1	122646	05/31/13 AIP #3-30-0055-013-2011	9,625.97*		16353	5610 87 430300	350	101000
168045								
2	122646	05/31/13 DATA MAINTENANCE	17.85		16819	2850 105 420140	350	101000
173628								
122647	72832S	999999 KATIE KEITH	69.99 ✓					
1	122647	05/31/13 USB SUPERDRIVE-ZML CABLE	69.99*		15581	2220 16 460100	214	101000

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122648	72836S	1535 LUCAS & TONN PC	✓ 100.00					
1	122648	05/31/13 WESTLAW FEES	100.00*			1000 4 411100	350	101000
122649	72837S	1571 MACS FRONTIERLAND	✓ 232.14					
1	122649	05/31/13 REPAIR A-24	232.14		16903	5510 10 420730	364	101000
122650	72830S	999999 JEAN MANSHEIM	✓ 58.00					
1	122650	05/31/13 TRAVEL REIMB: LEWISTOWN	58.00		16809	1000 5 420160	370	101000
122651	72839S	1654 MCRAE OVERHEAD DOOR CO	✓ 2,226.00					
1	122651	05/31/13 DOOR OPENER	690.40		14667	2510 107 430220	363	101000
2	122651	05/31/13 DOOR OPENER	172.60*			2520 108 430220	363	101000
3	122651	05/31/13 DOOR OPENER	431.50*			5210 23 430550	363	101000
4	122651	05/31/13 DOOR OPENER	431.50			5310 31 430630	363	101000
5	122651	05/31/13 DOOR OPENER	500.00			1000 13 460433	363	101000
122652	72814S	1661 DOROTHY MEIDINGER	150.00 ✓					
1	122652	05/31/13 COMMISSION MINUTES	150.00*		16352	5610 87 430300	350	101000
122653	72840S	268 MILES CITY SANITATION INC.	383.07 ✓					
1	122653	05/31/13 SANITATION SERVICES	209.00			2220 16 460100	346	101000
2	122653	05/31/13 SANITATION SERVICES	43.00*			1000 5 420140	346	101000
3	122653	05/31/13 SANITATION SERVICES	43.07*			5310 33 430690	346	101000
4	122653	05/31/13 SANITATION SERVICES	45.00*			5610 87 430300	220	101000
5	122653	05/31/13 SANITATION SERVICES	43.00*			1000 5 420140	346	101000
122654	72841S	2831 MILES CITY STAR ADVERTISING	351.50 ✓					
1	122654	05/31/13 PUBLICITY	16.50*			2394 18 420531	330	101000
2	122654	05/31/13 PUBLICITY	92.80*			2510 107 430220	330	101000
3	122654	05/31/13 PUBLICITY	23.20*			2520 108 430220	330	101000
4	122654	05/31/13 PUBLICITY	58.00			5210 23 430550	330	101000
5	122654	05/31/13 PUBLICITY	58.00			5310 31 430630	330	101000
6	122654	05/31/13 PUBLICITY	70.00			1000 3 410500	330	101000
7	122654	05/31/13 PUBLICITY	33.00*			1000 36 411020	330	101000
122655	72842S	1810 MILES CITY VET SERVICE	546.78 ✓					
1	122655	05/31/13 EMERGENCY SURG FOR K9 BOB	546.78		16635	1000 5 420140	350	101000

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122656	72843S	1970 MONTANA DAKOTA UTILITIES		✓ 6,901.87					
1	122656	05/31/13		232.50			1000 7 420460	341	101000
2	122656	05/31/13		15.38			1000 7 420460	344	101000
3	122656	05/31/13		169.49			1000 13 460433	341	101000
4	122656	05/31/13		45.16*			1000 21 440600	341	101000
5	122656	05/31/13		11.34			2440 50 430263	341	101000
6	122656	05/31/13		307.54			5210 22 430530	341	101000
7	122656	05/31/13		780.42			5310 32 430690	341	101000
8	122656	05/31/13		86.48*			5310 32 430690	344	101000
9	122656	05/31/13		3,719.09			5310 33 430640	341	101000
10	122656	05/31/13		155.00			5510 10 420730	341	101000
11	122656	05/31/13		10.25			5510 10 420730	341	101000
12	122656	05/31/13		841.65			5610 87 430300	341	101000
13	122656	05/31/13		527.57			5610 87 430300	344	101000
122657	72810S	771 DEPT OF REVENUE		✓ 2,695.76					
1	122657	05/31/13 JACKSON GROUP 1%		693.50		16569	1000 13 460433	936	101000
#2									
2	122657	05/31/13 JACKSON GROUP 1%		377.57		16570	1000 13 460433	936	101000
#3									
3	122657	05/31/13 JACKSON GROUP 1%		1,624.69		16571	1000 13 460433	936	101000
#4									
122658	72846S	1983 MOORE MEDICAL CORP		✓ 582.97					
1	122658	05/31/13 MEDICAL GLOVES		582.97*		16902	5510 10 420730	220	101000
122659	72844S	2152 MONTANA MAGISTRATES ASSO		✓ 225.00					
1	122659	05/31/13 ANNUAL ASSC DUES		225.00*		16053	1000 6 410300	334	101000
122660	72845S	283 MONTANA STATE LIBRARY		✓ 3,501.24					
1	122660	05/31/13 ANN CONTRACTS		3,501.24			2220 16 460100	350	101000
122661	72847S	2151 MORRISON & MAIERLE INC		✓ 2,591.64					
1	122661	05/31/13 IT WORK		2,591.64			2850 105 420140	350	101000
122662	72848S	2166 MUNICIPAL CODE CORP		✓ 551.00					
1	122662	05/31/13 ANNUAL BLG: CODE ON INTERNET		500.00			1000 3 410500	360	101000
2	122662	05/31/13 CITY COURT: ORD #157465		51.00			1000 6 410300	382	101000

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122663	72849S	999999 NARSVPD, INC.	✓ 100.00					
1	122662	05/31/13 NATL RSVP DUES	100.00*		16149	2985 15 450330	334	101000
122664	72850S	2270 NORTHWEST PIPE INC	✓ 15,625.00					
1	122664	05/31/13 6 HYDRANT ASSEMBLIES	15,501.00		16731	5210 23 430550	234	101000
		#1124210						
2	122664	05/31/13 PIPE	124.00		16731	5210 23 430550	230	101000
		#1126987						
122665	72851S	2305 NOTBOHM MOTORS	✓ 79.95					
1	122665	05/31/13 R-1 OIL & LUBE	79.95		16904	1000 7 420460	230	101000
122666	72852S	999999 OCLC, INC	✓ 1,451.00					
1	122666	05/31/13 YEARLY CATALOG	1,451.00*		15584	2880 41 460100	350	101030
122667	72853S	4009 PITNEY BOWES RESERVE ACCOUNT	✓ 500.00					
1	122667	05/31/13 POSTAGE	500.00*			1000 3 410500	311	101000
122668	72825S	999999 GERALD PRETE	✓ 75.00					
1	122668	05/31/13 275 MAINTENANCE	75.00		16297	1000 7 420460	360	101000
122669	72855S	2491 PROGRESSIVE CLEANING SERV. INC	✓ 1,782.00					
1	122669	05/31/13 JANITORIAL CLEANING	1,782.00			6040 910 430220	360	101000
122670	72854S	293 POWERPLAN	✓ 2,165.19					
1	122670	05/31/13 R & M VEHICLES	99.71			2510 107 430220	363	101000
2	122670	05/31/13 R & M VEHICLES	24.93*			2520 108 430220	363	101000
3	122670	05/31/13 R & M VEHICLES	62.32*			5210 23 430550	363	101000
4	122670	05/31/13 R & M VEHICLES	62.32			5310 31 430630	363	101000
5	122670	05/31/13 R & M VEHICLES	121.83			2510 107 430220	363	101000
6	122670	05/31/13 R & M VEHICLES	30.46*			2520 108 430220	363	101000
7	122670	05/31/13 R & M VEHICLES	76.13*			5210 23 430550	363	101000
8	122670	05/31/13 R & M VEHICLES	76.13			5310 31 430630	363	101000
9	122670	05/31/13 R & M VEHICLES	208.86			2510 107 430220	363	101000
10	122670	05/31/13 R & M VEHICLES	52.22*			2520 108 430220	363	101000
11	122670	05/31/13 R & M VEHICLES	130.54*			5210 23 430550	363	101000
12	122670	05/31/13 R & M VEHICLES	130.54			5310 31 430630	363	101000
13	122670	05/31/13 R & M VEHICLES	435.68			2510 107 430220	363	101000
14	122670	05/31/13 R & M VEHICLES	108.92*			2520 108 430220	363	101000
15	122670	05/31/13 R & M VEHICLES	272.30*			5210 23 430550	363	101000
16	122670	05/31/13 R & M VEHICLES	272.30			5310 31 430630	363	101000

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CITY OF MILES CITY  
Claim Details  
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\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
122671	72857S	327 QUALITY SEPTIC & SEWER SERVICE	✓ 70.00					
1	122671	05/31/13 PORTA POTTIES/RIVERSIDE PK 592	70.00*		16563	1000 13 460433	533	101000
122672	72856S	2510 QUAD K SUPPLY	✓ 104.00					
1	122672	05/31/13 BATHROOM TOWELS	104.00*		15588	2220 16 460100	224	101000
122673	72858S	999999 RACO INDUSTRIES	✓ 313.60					
1	122673	05/31/13 CATALOG:STAR MICRONICS	313.60*		15585	2220 16 460100	214	101000
122674	72859S	2560 REGAN PLUMBING & HEATING	✓ 134.66					
1	122674	05/31/13 4" BLACK PIPE	47.03		16447	5310 33 430640	230	101000
2	122674	05/31/13 SUPPLIES - RIVERSIDE	87.63*		16561	1000 13 460433	230	101000
122675	72808S	999999 DAN RICE	✓ 345.56					
1	122675	05/31/13 TRAVEL REIMBURSEMENT	345.56			1000 4 411100	370	101000
122676	72861S	3229 ROLLING RUBBER	✓ 612.63					
1	122676	05/31/13 FLAT REPAIR/ALIGNMENT	612.63*			1000 5 420140	230	101000
122677	72827S	999999 HEATHER ROOS	✓ 60.00					
1	122677	05/31/13 APRIL/MAY CELL PHONE REIMB	60.00		16811	2850 105 420140	345	101000
122678	72863S	999999 SCL REVENUE SERVICE CENTER	✓ 242.50					
1	122678	05/31/13 ANNUAL PHYSICAL	242.50		16905	5510 10 420730	300	101000
122679	72862S	4020 SCHIEFFERT PROPERTIES	✓ 300.00					
1	122679	05/31/13 HIST PRES: JUNE RENT	300.00			2935 11 460461	531	101000
122680	72865S	4013 SOLE STONE REIMB SERVICES	✓ 1,834.41					
1	122680	05/31/13 AMBULANCE BILLING	1,834.41		16906	5510 10 420730	350	101000
122681	72867S	2830 STAR PRINTING & SUPPLY	✓ 1,319.89					
1	122681	05/31/13 OFFICE SUPPLIES/COPY CONTRACT	113.77			1000 6 410300	210	101000
2	122681	05/31/13 COPY CONTRACT	28.46			1000 6 410300	533	101000
3	122681	05/31/13 OFFICE SUPPLIES	130.80			1000 7 420460	210	101000
4	122681	05/31/13 OFFICE SUPPLIES	65.02			2220 16 460100	210	101000
5	122681	05/31/13 OFFICE SUPPLIES	64.14			2220 16 460100	320	101000
6	122681	05/31/13 OFFICE SUPPLIES	723.72*			2985 15 450330	220	101000
7	122681	05/31/13 OFFICE SUPPLIES	56.01*			1000 1 410200	210	101000
8	122681	05/31/13 OFFICE SUPPLIES	56.00*			5210 25 430510	210	101000

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CITY OF MILES CITY  
Claim Details  
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\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
9	122681	05/31/13	OFFICE SUPPLIES	56.00*			5310 29 430610	210	101000
10	122681	05/31/13	OFFICE SUPPLIES	25.97*			5610 87 430300	220	101000
122682	72868S	2847	STEADMANS ACE HARDWARE	✓ 199.99					
1	122682	05/31/13	LAWN MOWER FIRE STATION	100.00		16296	1000 7 420460	214	101000
2	122682	05/31/13	LAWN MOWER FIRE STATION	99.99		16296	5510 10 420730	214	101000
122683	72871S	2910	TONGUE RIVER ELECTRIC	✓ 47.07					
1	122683	05/31/13	MICROWAGE LIGHT TOWER	45.23			2850 105 420140	341	101000
2	122683	05/31/13	SOUTHGATE LIGHTING	401.84			2450 51 430263	341	101000
122684	72869S	4027	THOMSON REUTERS	✓ 158.00					
1	122684	05/31/13	MT RULES OF COURT PAMPHLET	158.00		16056	1000 6 410300	382	101000
122685	72872S	999999	TONI STROUF	✓ 58.00					
1	122685	05/31/13	TRAVEL REIMBURSEMENT	58.00		16808	1000 5 420160	370	101000
122686	72870S	278	TITAN MACHINERY	✓ 2,326.40					
1	122686	05/31/13	SWEEPER PARTS	1,861.12		14684	2510 107 430220	363	101000
2	122686	05/31/13	SWEEPER PARTS	465.28*			2520 108 430220	363	101000
122687	72873S	2914	TOURISM BUSINESS IMPROVEMENT	✓ 6,716.00					
1	122687	05/31/13	MONTHLY COLLECTIONS	6,716.00			7370 212500		101000
122688	72875S	2961	TW ENTERPRISES INC	✓ 1,096.23					
1	122688	05/31/13	GENERATOR SERV & MAINT	1,096.23		16448	5310 32 430690	360	101000
122689	72874S	368	TUMBLEWOOD DEVELOPMENT INC	✓ 2,750.00					
1	122689	05/31/13	HEALTH & SANITARIAN CONTRACT	2,750.00			2270 37 440140	350	101000
122690	72876S	3030	UPSTART	✓ 206.28					
1	122690	05/31/13	SUMMER READING PRG SUPP	206.28		15582	2220 16 460100	210	101000
122691	72877S	999999	VOLUNTEER SOFTWARE	✓ 300.00					
1	122691	05/31/13	VOL REPORTER SUPP UPGRD	300.00*		16148	2985 15 450330	220	101000
122692	72878S	3140	WATERWORKS INDUSTRIES INC	✓ 500.00					
1	122692	05/31/13	EPS CONTROLLER	500.00		16442	5310 32 430690	230	101000

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CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 5/13

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\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
122693	72866S	398	SONJA WOODS	✓ 900.00					
1	122693	05/31/13	FY 12/13 STIPEND-SG BRSH FED	900.00*		15587	2880 41 460100	350	101030
122694	72879S	4024	WESTERN MUNICIPAL CONSTRUCTION	✓ 502,979.71					
1	122694	05/31/13	STREVELL/MERRIAM/CUSTER	281,920.13		16576	5210 23 430550	958	101000
2	122694	05/31/13	STREVELL/MERRIAM/CUSTER	177,300.35			2510 107 430233	350	101000
3	122694	05/31/13	STREVELL/MERRIAM/CUSTER	43,759.23			2510 107 430235	230	101000
122695	72880S	4019	WEX Bank	✓ 13,133.14					
1	122695	05/31/13	FUEL	475.53*			1000 7 420460	231	101000
2	122695	05/31/13	FUEL	178.57			1000 7 420460	370	101000
3	122695	05/31/13	FUEL	976.58			5510 10 420730	231	101000
4	122695	05/31/13	FUEL	71.31			6040 910 430220	231	101000
5	122695	05/31/13	FUEL	581.44			1000 13 460433	231	101000
6	122695	05/31/13	FUEL	1,180.89*			5210 23 430550	231	101000
7	122695	05/31/13	FUEL	1,180.88*			5310 31 430630	231	101000
8	122695	05/31/13	FUEL	2,686.21			2510 107 430220	231	101000
9	122695	05/31/13	FUEL	671.55			2520 108 430220	231	101000
10	122695	05/31/13	FUEL	196.37			5210 80 430540	231	101000
11	122695	05/31/13	FUEL	118.21			5310 33 430640	231	101000
12	122695	05/31/13	FUEL	186.99			5310 32 430690	231	101000
13	122695	05/31/13	FUEL	984.17*			5610 87 430300	231	101000
14	122695	05/31/13	FUEL	3,498.33*			1000 5 420140	231	101000
15	122695	05/31/13	FUEL	146.11			1000 21 440600	231	101000
122696	72881S	3286	WPCI	✓ 24.00					
1	122696	05/31/13	RANDOM TEST	12.00			5210 23 430550	350	101000
2	122696	05/31/13	RANDOM TEST	12.00			5310 31 430630	350	101000
<b>Total:</b>				<b>944,103.52</b>					

944,103.52

CITY OF MILES CITY  
Fund Summary for Claims  
For the Accounting Period: 5/13

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$246,471.44
2220 LIBRARY	
101000 Cash - Operating	\$7,170.90
2270 Health	
101000 Cash - Operating	\$2,750.00
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$10,396.68
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$13,629.93
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	\$2,401.01
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$122.68
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$1,089.34
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$401.84
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$566.59
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$61.28
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$233,105.40
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$2,458.52
2850 911 EMERGENCY	
101000 Cash - Operating	\$4,680.59
2880 LIBRARY GRANTS	
101020 Cash - Op/ILL	\$224.00
101030 Cash - Sagebrush Fed/Base Grant	\$2,351.00
2935 Historic Preservation	
101000 Cash - Operating	\$412.93
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	\$2,366.67
101004 RSVP Non-Federal Cash Operating	\$67.86
5210 WATER UTILITY	
101000 Cash - Operating	\$321,958.31
5310 SEWER UTILITY	
101000 Cash - Operating	\$33,774.67
5510 AMBULANCE FUND	
101000 Cash - Operating	\$7,147.84
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$30,930.50
6040 PUBLIC WORKS	
101000 Cash - Operating	\$2,357.71
7370 TBID	
101000 Cash - Operating	\$6,716.00
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	\$10,489.83
<b>Total:</b>	<b>\$944,103.52</b>



**RESOLUTION NO. 3607**

**A RESOLUTION ESTABLISHING FEES FOR HISTORIC PRESERVATION  
COMMISSION SERVICES.**

*WHEREAS*, the Historic Preservation Commission of the City of Miles City, Montana, wishes to make certain services available to the public, and to collect a fee for such services;

*AND WHEREAS*, the City Council of the City of Miles City proposes that the fees set forth in Exhibit "A", attached hereto and made a part hereof, are reasonable and appropriate and should be adopted;

*AND WHEREAS*, pursuant to Section 7-6-4013 MCA, a public hearing was held on June 25, 2013, prior to the establishment of such fees;

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

1. The fees set forth in the Historic Preservation Commission Proposed Fee Schedule set forth in the attached Exhibit "A" are hereby adopted.
2. All monies collected shall be deposited in Account # 2935-362020.

**SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 25TH  
DAY OF JUNE, 2013.**

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

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

HISTORIC PRESERVATION COMMISSION  
PROPOSED FEE SCHEDULE

SERVICES	Miles City Proposed Fee	Commission Budget	Red Lodge	Bozeman	Butte	Billings	Tampa, FL	Washington, DC	Grand Rapids
<b>MATERIALS</b>									
Document Copies	City Schedule	\$50.00							
120.96/ink w/avg 1700 dps = .07 per page									
Photographic Images Post Cards -	\$5						\$15		
Design Guidelines							\$5		
Designation Reports							\$5		
Secretary of Interior's Standards for Rehabilitation	\$5						\$10		
Historic District Maps (Development cost? - Printing)									
<b>STAFF ACTIVITIES:</b>									
<b>Direct Public Services</b>	Miles City	Commission Budget	Red Lodge	Bozeman	Butte	Billings	Tampa, FL	Washington, DC	Grand Rapids
Family genealogy and historic research	\$0 - Initial Search \$25/hour for extensive search	\$300.00	\$0 - Initial Search \$25/hour for extensive search						
Design Guideline Consultation	???								
Grant Writing (non-profit/historic, economic dev, incentives, etc	\$35/hour - research + page or word rate	\$350.00							
*Note: Page rates based on hourly median Montana salary for professional technical writers expected to produce 2000/day, and could range between \$15 - \$30 depending on page content requirements: Forms or actual composition of original copy									
Initial Determination of Historic Significance							\$250 Residential + .01/sq ft \$750 - Commercial + .02/sq'		
Preparation of Nomination to Historic Register - Research & Writing	\$35.00/hr	\$500.00	Refer to consultant	Refer to consultant	Refer to consultant	Refer to consultant			
Proposed Budget - Commission Fee Revenue Fiscal Year 2013-2014		\$1,200.00							

STAFF ACTIVITIES:	WHS City	Commission Budget	Rate Budget	Bozeman	State	Billings	Tampa, FL	Washington, DC	Grand Rapids
Municipal Services									
Certificate of Appropriateness Standard Application Reviews			N/A	Issues: No fee posted	Proposed	Issues: No fee posted	\$100		Staff - \$10.00 HPC - \$50.00
Balconies over Right of Way (BLC)							\$500		
Encroachment Signs (BLC)							\$100		
Exterior Painting (BLC)							\$50		
Site Plan Review - New Construction or Addition of more than 40% of the original structure			\$200	No fee online		No fee online	\$250 - Residential + .01/sq' \$250 - Commercial + .02/sq'		New Construction Review \$300.00 (Garages separate) \$150.00
Large Scale Addition Application Review: Over 1200 square feet)									
Demolition of Contributing Structure				Ordinance	Ordinance	Ordinance	\$250 - Residential + .01/sq ft \$750 - Commercial + .02/sq'		\$150 Demolition Application Reviews (includes garages)
Variance							\$200		
Administrative Appeal							\$250		
Tax Exempt Application							\$250		

**Definitions: Certificates of Appropriateness:**

**Bozeman:** A Certificate of Appropriateness (COA) applies within the Neighborhood Conservation Overlay District. This district is shown in the colored shading on the linked Neighborhood Conservation Overlay District map. If you are located within these areas you may still develop or remodel your property but some special standards apply. The main focus of the Neighborhood Conservation Overlay District is historic preservation. Work to repair an existing structure is often exempt from the requirement for a COA. Historic preservation is integrated into the City's regulatory program through Design Guidelines. The design guidelines apply within the Neighborhood Conservation Overlay District and within national register historic districts.

**Butte:** "Certificate of appropriateness" means a signed and dated document that shall be submitted to and approved by the HPC for proposed alteration or change by an applicant of a local register property. Certificate of appropriateness is not required for ordinary maintenance and repairs. (Proposed - not yet passed/implemented)

**Billings:** Certificate of Appropriateness: A signed and dated document that shall be submitted to the Yellowstone Historic Preservation Board for recommendation of the appropriateness of any new construction, demolition, exterior alteration or change of location of an historic site or structure located within a Historic District or designated on the Local Register. This certification is required prior to the issuance of a building permit, demolition permit or sign permit.

**RESOLUTION NO. 3608**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A PROJECT AGREEMENT MODIFICATION WITH THE MONTANA DEPARTMENT OF TRANSPORTATION TO THE 2012 PROJECT AGREEMENT FOR SAFE ROUTES TO SCHOOL AND COMMUNITY TRANSPORTATION ENHANCEMENT PROGRAM GRANTS.**

*WHEREAS*, the City of Miles City has entered into a Project Agreement with the Montana Department of Transportation;

*AND WHEREAS*, additional funding has been made available, necessitating an amendment to said Project Agreement;

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

1. The Project Agreement Modification attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and to bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25TH DAY OF JUNE, 2013.**

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

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

EXHIBIT "A"

GARFIELD SCH WALKS-MILES CITY  
Control No. 7982

PROJECT AGREEMENT MODIFICATION

\*\*\*\*\*

The parties entered into the attached Project Agreement in 2012 that provided for, among other things, the design and construction of concrete sidewalks located on Lincoln Street and North Lake Avenue in Miles City, Montana. Additional funding has been made available for this project through a second Safe Routes To School (SRTS) and Community Transportation Enhancement Program (CTEP) grant award, and the project costs and scope of work have changed necessitating an amendment to the 2012 Project Agreement. Accordingly, the parties agree to modify that Agreement as set forth below.

Under WITNESSETH THAT, the fourth and fifth paragraphs will be modified to read:

WHEREAS, the total estimated cost of the project's development and construction totals \$259,903; and,

WHEREAS, the financial participation for the project's development and construction will in part be with federal-aid funds made available in federal fiscal 2012 and 2013; and,

After NOW, THEREFORE, ...

Sections 1, 2, and 4 will be modified to read:

1. The Grantee will develop a SRTS/CTEP project described as the design and construction of approximately 3,700 lineal feet of ADA compliant sidewalk to include street crossings.
2. The sidewalks will be located in Miles City on the south side of Lincoln Street between North Montana Avenue and North Lake Avenue NE, along the east side of North Lake Avenue between Lincoln Street and Riverside Street, along the south side Riverside Street between North Lake Avenue and North Merriam Avenue, and along the east side of North Merriam Avenue between Riverside Street and Robinson Street.
4. The federal-aid program to be requested for the development and construction of this project, by federal-aid account, is as follows:

Federal-Aid Program Account by Project Phase (Maximum Federal Share)

[9102] Preliminary Engineering (100% SRTS) (including environmental documentation)	\$	37,641
[9202] Right-of-Way/Easement Acquisition	\$	-0-
[9302] Incidental Construction (utility relocation involvement)	\$	-0-
[9402] Construction Engineering (100% SRTS) (including contract administration and inspections)	\$	29,913
[9502] Construction (100% SRTS)	\$	163,474
[9502] Construction (86.58% CTEP)	\$	28,875
<b>Total</b>	\$	<b>259,903</b>

Miles City	Project	SRTS Funds	CTEP Funds	CTEP Matching Funds
Direct Costs	\$ 259,903	\$ 231,028	\$ 25,000	\$ 3,875
TOTAL	\$ 259,903	\$ 231,028	\$ 25,000	\$ 3,875

After The Grantee Will;

Sections 1 and 4 will be modified to read:

1. Be responsible for the \$3,875 CTEP matching funds and 100% of all costs exceeding the proposed \$259,903 that may be required to complete the project. The Federal cost participation (CTEP/SRTS funds) will be \$256,028 of the estimated total project cost of \$259,903.
4. Solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed \$80,000; should the project's cost exceed \$80,000, it must be by competitive bid. The Grantee will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.

All other terms of the original agreement will remain in full force.

IN WITNESS WHEREOF, the Department's authorized representative has signed on behalf of the State of Montana, and the Mayor of the City of Miles City has signed and affixed hereto the seal of the City.

**STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION**

BY \_\_\_\_\_, 2013

APPROVED FOR LEGAL CONTENT

  
\_\_\_\_\_  
MDT Legal Counsel

**CITY OF MILES CITY**

ATTEST-CITY CLERK

MAYOR

\_\_\_\_\_ By \_\_\_\_\_

I, \_\_\_\_\_, Miles City City Clerk, hereby certify that this agreement was regularly adopted by the City Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that the Council authorized the Mayor to sign this agreement on behalf of the City.

[OFFICIAL SEAL]

**RESOLUTION NO. 3609**

**A RESOLUTION MODIFYING THE ESTABLISHED WAGE FOR SWIMMING POOL LIFEGUARDS FOR FISCAL YEAR 2012-2013.**

*WHEREAS*, Section 7-4-4201 MCA requires the City Council to determine by resolution or ordinance the compensation of city employees;

*AND WHEREAS*, Resolution 3550 established such compensation for Fiscal Year 2012-2013;

*AND WHEREAS*, the City Council of the City of Miles City wishes to amend the compensation for Swimming Pool Lifeguards effective June 1, 2013;

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

1. Resolution 3550 is hereby amended to the extent that, effective June 1, 2013, the position of Lifeguard under "Swimming Pool" shall be compensated in the following amounts:
  - a. First Season: \$9.00/hour;
  - b. Second Season: \$9.31/hour;
  - c. Third Season: \$9.65/hour;
  - d. Fourth Season: \$10.60/hour
  - e. An additional \$0.50/hour shall be paid to the head lifeguard.
  - f. An additional \$0.20/hour shall be paid for WSI certification.
  
2. Resolution 3550 shall remain in full force and effect in all respects with exception of the foregoing.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25<sup>TH</sup> DAY OF JUNE, 2013.**

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

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk



**RESOLUTION NO. 3610**

**A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY AND KEN AND ALANE STABLER, LOCATED WITHIN THE INDUSTRIAL SITE OWNED BY MILES CITY, MONTANA.**

*WHEREAS*, the City of Miles City is presently leasing to Kenneth R. and Alane L. Stabler, hereinafter "Tenant," certain real property located in Custer County, Montana, to wit:

Lots 25 and 26 of Tract "E" of the Industrial Site west of Miles City, Montana, containing 50,004.40 square feet, more or less.

*AND WHEREAS*, said lease expires and renews on an annual basis, and Tenant has requested that the term change annual basis to a longer term of ten years;

*AND WHEREAS*, Lessee has two additional leaseholds with the City of Miles City that will be renewing for ten year terms beginning on July 1, 2013, and would prefer that the renewal terms of all of Tenant's leases with the City of Miles City be consistent;

*AND WHEREAS*, Lessee has agreed to pay a price of \$0.01815 per square foot per annum for the first five years and \$0.019965 per square foot per annum for the second five years consistent with the terms of the other two leaseholds;

*AND WHEREAS*, the City Council finds Tenant's request to be reasonable, and that it is in the best interest of the City to create efficiency by not requiring annual approval of the renewals of this particular leasehold;

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

The City Council hereby authorizes and approves the terms and condition of the Lease Agreement between the City of Miles City, and Ken and Alane Stabler, attached hereto as Exhibit "A", and made a part hereof, and hereby authorizes the Mayor of the City of Miles City to execute such lease and bind the City of Miles City thereto and to perform the terms and conditions of such lease. Upon execution of the Lease Agreement attached hereto, the previous lease between the City of Miles City and Tenant shall be revoked and of no further force of effect, as evidenced by the execution of the new Lease Agreement by the parties.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY AN  
AFFIRMATIVE VOTE OF 2/3 OF THE MEMBERSHIP OF THE CITY  
COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25<sup>TH</sup> DAY OF  
JUNE, 2013.**

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

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

Exhibit "A"

## LEASE AGREEMENT

**THIS AGREEMENT**, made entered into this \_\_\_\_\_ day of July, 2013, by and between the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. Eighth Street, Miles City, Montana 59301, hereinafter referred to as the "**CITY**" and **KEN STABLER** and **ALANE STABLER**, husband and wife, hereinafter referred to as "**TENANT**".

### RECITALS:

**WHEREAS** the CITY owns certain real property located in the "Industrial Site" West of the City of Miles City, Montana, more particularly described as follows:

Lots 25 and 26 of Tract "E" of the Industrial Site west of Miles City, Montana;

**AND WHEREAS** it is the desire of TENANT to change the lease term from a year to year renewal to a Leasehold for a term of ten (10) years.

**AND WHEREAS** CITY is agreeable to providing such ten (10) year term lease under certain terms and conditions;

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

### I. AGREEMENT

The CITY, for and in consideration of the rents to be paid and the covenants to be performed by TENANT, does hereby demise, lease, and let unto TENANT the real property located in the Industrial Site and more particularly described as follows:

Lots 25 and 26 of Tract "E" of the Industrial Site west of Miles City, Montana, containing approximately 50,004.4 square feet, more or less, hereinafter "*Leasehold*".

### II. INITIAL TERM

The term of this Agreement shall be for a period of ten (10) years, beginning on July 1, 2013 and expiring at midnight on June 30, 2018, hereinafter the "lease term."

### III. RENTAL

The initial annual rental for the initial lease term shall be the following: the sum of \$.01815 per square foot per annum for a total rental of Nine hundred, seven and 58/100 Dollars (\$907.58) per year for the first five (5) years and \$.019965 per square foot per annum for a total rental of Nine hundred ninety eight and 34/100 Dollars (998.34) for the subsequent

five (5) years. Payments shall be due and payable in advance on July 1st of each year of the lease term, commencing July 1, 2013, and on July 1 of each subsequent year.

#### ***IV. RESPONSIBILITIES OF THE TENANT***

TENANT does hereby acknowledge, covenant and agrees as follows:

##### **A. Purpose.**

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

**Recycling business, or a motor vehicle wrecking facility, or operation of a trucking business, and any combination of the above.**

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

##### **B. Compliance with Laws.**

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

##### **C. Independent Investigation.**

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

##### **D. Maintenance.**

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

##### **E. Improvements to Remain.**

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

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

**F. Right to Inspect.**

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

**G. Utilities.**

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

**H. Taxes and Assessments.**

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

**I. Indemnification.**

TENANT shall indemnify and hold the CITY harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of TENANT, its agents, employees or

customers, and TENANT hereby agrees to indemnify and hold harmless the CITY for any such loss or damage. The obligations hereunder shall survive the termination of this lease.

**J. Insurance.**

TENANT agrees to maintain with a good and reputable insurance company a policy of fire and extended coverage insurance covering the improvements on the premises involved herein to the maximum insurable value, and said policy of insurance shall have a loss-payable clause specifically naming and covering the interests of the CITY. TENANT further agrees to carry minimum liability insurance in the amount of ONE MILLION AND NO/100THS DOLLARS (\$1,000,000.00) each accident each accident, and to carry Worker's Compensation Insurance as required by the laws of the State of Montana. TENANT shall provide evidence of such current and valid insurance upon approval of this lease by the Miles City City Council and, thereafter, upon demand by the lease administrator of the CITY.

**K. Environmental Warranty.**

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

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

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

**L. Compliance with ADA.**

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

**M. Non-Discrimination.**

Stabler lease Lots 25 & 26

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

#### ***VI. ASSIGNABILITY OF INTEREST***

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

#### ***VII. DEFAULT***

If TENANT shall at any time be in default in the payment of rent due hereunder, or in the performance of any of the covenants or provisions of this Lease, and TENANT shall fail to remedy such default within thirty (30) days after receipt of written notice thereof from the CITY, then it shall be lawful for the CITY to enter upon the premises, and again repossesses and enjoy the same as if the Lease had not been entered into, and thereupon this Lease and everything herein contained on the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from TENANT all rent due up to the time of such entry. In the case of such default and entry by the CITY, the ownership of any and all improvements on the premises shall vest in the CITY (if the same shall not have already vested), and the CITY may relet the premises for the remainder of TENANT'S term for the highest rent obtainable and may recover from TENANT any deficiency between the amount so obtained and the rent due hereunder from TENANT. If the default is in the performance of any of covenants or provision of this Lease, other than failure to timely pay the rental called for herein, and, by the nature of the default, it cannot reasonably be cured within a thirty (30) day period, so long as TENANT commences and diligently pursues a cure of such default promptly within the initial 30 day cure period, then TENANT shall have a further reasonable time to complete such cure, not to exceed an additional sixty (60) days after the expiration of the initial thirty (30) day cure period. Payments not received by the City within 30 calendar days of the annual due date shall be subject to a late fee at a rate of 10% per annum.

#### ***VIII. MISCELLANEOUS PROVISIONS***

If is further mutually understood and agreed as follows:

##### **A. Notice.**

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

##### **B. Oral Modification Prohibited.**

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

**C. Attorneys Fees and Costs.**

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

**D. Binding Effects.**

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

**E. Time of the Essence.**

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

**F. Incorporation of Recitals.**

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

**G. Executed Copy.**

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

**H. Interpretation.**

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

**I. Contingent Upon Approval of City Council.**

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

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



CITY OF MILES CITY

By: \_\_\_\_\_  
C.A. GRENZ, MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

**TENANT:**

\_\_\_\_\_  
KEN STABLER

\_\_\_\_\_  
ALANE STABLER

STATE OF MONTANA )  
  : SS.  
COUNTY OF CUSTER )

This instrument was acknowledged before me on the \_\_\_\_ day of June, 2013  
by  
**C. A. GRENZ** in his capacity as Mayor of the City of Miles City, Montana, a Montana  
municipal corporation.

(Notarial Seal)  
STATE OF MONTANA )  
  : SS.  
COUNTY OF CUSTER )  
  
\_\_\_\_\_  
(Printed name of notary)  
Notary Public for the State of Montana  
Residing at Miles City, Montana  
My Commission expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of June, 2013  
by **KEN STABLER and ALANE STABLER.**

(Notarial Seal)  
\_\_\_\_\_  
(Printed name of notary)  
Notary Public for the State of Montana  
Residing at Miles City, Montana  
My Commission expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**RESOLUTION NO. 3611**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH DAVE SHEPHERD D/B/A SHEP'S WELDING OF MARMARTH, NORTH DAKOTA, FOR USE OF A POLARIS RANGER UTILITY VEHICLE.**

*WHEREAS*, Dave Shepherd d/b/a/ Shep's Welding, a sole proprietorship, has agreed to authorize the use of a 2013 Polaris Ranger Utility Vehicle by the City of Miles City, Montana, through its fire department;

*AND WHEREAS*, it is in the best interest of the City of Miles City to enter into a Memorandum of Understanding with Shep's Welding governing the terms and conditions of the use of said vehicle;

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

1. The Memorandum of Understanding, attached hereto as Exhibit "A," is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City 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 25TH DAY OF JUNE, 2013.**

---

C.A. Grenz, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

**MEMORANDUM OF UNDERSTANDING**

**I. PARTIES**

This Agreement is made and entered into by and between the CITY OF MILES CITY, MONTANA, a Montana municipal corporation, of P.O. Box 910, Miles City, Montana, 59301, hereinafter "City," and Dave Shepherd d/b/a Shep's Welding, of P.O. Box 154, Marmarth, North Dakota 58643, hereinafter "Shep's."

**II. PURPOSE**

The purpose of this Agreement is set forth the terms and conditions by which City shall be authorized to utilize, by and through its fire department, a certain 2013 Polaris Ranger VIN# \_\_\_\_\_, hereinafter "Vehicle," owned by Shep's.

**III. AGREEMENT OF THE PARTIES**

- (a) In consideration of the obligations of the City set forth herein, Shep's hereby agrees to allow City to take possession of, and make use of the Vehicle, for purposes related to firefighting, search and rescue, and other reasonably foreseeable uses of a municipal fire department, without limitation on the number of miles the Vehicle may be used for such purposes.
- (b) City shall be responsible, through its fire department as overseen by its fire chief, for establishing a policy for the use of the Vehicle, as would be acceptable to Shep's.
- (c) City shall, through its fire department as overseen by its fire chief, ensure that all employees of City who operate the Vehicle are properly trained on its use and in driver's safety procedures.
- (d) City shall be responsible for providing liability, collision and comprehensive insurance covering the Vehicle. City shall be responsible for licensing the Vehicle and obtaining the necessary equipment to mount license plates to the Vehicle, and all equipment necessary to make the vehicle "street legal," and shall bear all costs associated with the same.
- (e) City shall be responsible for performing, or having performed, all scheduled maintenance on the Vehicle, as well as any unscheduled

maintenance as may be required from time to time. City shall bear all costs associated with said maintenance, as well as all costs associated with the use of the vehicle, including fuel.

- (f) City shall be responsible for picking up Vehicle upon the execution of this agreement, at which time City shall become responsible for Vehicle. Upon termination of this agreement as called for herein, City shall be responsible for delivering the Vehicle, with Shep's assuming responsibility for the Vehicle as soon as it is in Shep's possession.

**IV. HOLD HARMLESS**

Shep's shall not be liable for damage to any person or property occurring or arising out of City's use of the vehicle, from any cause whatsoever. City expressly agrees that it will indemnify and save harmless Shep's from and against any and all claims, actions, damages, liability or expense of any nature arising out of City's use of the Vehicle.

**V. TERM**

This Agreement becomes effective upon execution by the parties, and may be terminated by either party at any time, upon giving 14 days written notice to the other.

**VI. NOTICES**

All notices hereunder shall be delivered either in person or by U.S. Mail, First Class, postage prepaid, to the following addresses:

City: City of Miles City, Attn: MCFD,  
P.O. Box 910, Miles City, MT 59301

Shep's: Dave Shepherd d/b/a Shep's Welding  
P.O. Box 154, Marmarth, ND 58643

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DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF MILES CITY**

---

C.A. Grenz, Mayor

Attest:

---

Lorrie Pearce, City Clerk

**DAVE SHEPHERD**  
**d/b/a SHEP'S WELDING**

---

Dave Shepherd, Sole Proprietor

**RESOLUTION NO. 3612**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONTRACT ENTITLED "SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES" WITH KADRMAS, LEE & JACKSON, INC., A NORTH DAKOTA CORPORATION REGISTERED TO DO BUSINESS IN MONTANA.**

*WHEREAS*, Kadrmas, Lee & Jackson, Inc., (hereinafter "KLJ") a North Dakota Corporation registered to do business in Montana is an engineering firm on retainer with the City of Miles City;

*AND WHEREAS* the City of Miles City wishes to contract with KLJ to provide certain floodplain and flood control engineering services up to the amount of \$10,000.00;

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

1. The contract entitled "Short form of Agreement Between Owner and Engineer for Professional Services" and its attachments, attached hereto as Exhibit "1," in an amount not to exceed \$10,000.00, is hereby approved and adopted by this Council;
2. The Mayor of the City of Miles City 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 25TH DAY OF JUNE, 2013.**

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

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

EXHIBIT "1"

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: Kadrmas, 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. Provide general consulting services related to the floodplain and flood control project. The Engineer's services during the general consulting phase are intended to provide on-call assistance at the Owner's request. It is anticipated that general consulting services will be complete by October 1, 2013 after which time the next phase will begin. Services provided during this phase may include but are not limited to the following tasks.
  - a. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
  - b. Advise Owner of any need for Owner to provide data or services of the types which are not part of Engineer's Basic Services.
  - c. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer.
  - d. Identify, consult with, and analyze requirements of potential state and federal funding agencies. Assist the Owner's grant administrator with grant applications.
  - e. Prepare agendas for, attend and facilitate project meetings. Meetings may be with Owner's staff, elected officials, funding agencies, or other stakeholders.
  - f. Prepare written documentation necessary for Owner to proceed with subsequent project phases.
2. Conduct a floodplain and flood control feasibility study. The feasibility study scope of work will be determined after funding agency and local requirements are identified, and the Engineer's services will be further refined in a future amendment to this Agreement.

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.
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

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 \$ 10,000.00 based on the following estimated distribution of compensation:
  - a. Study and Report Phase \$ 10,000.00
  - 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.



**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.

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.

**RESOLUTION NO. 3613**

**A RESOLUTION PURSUANT TO §16-48 OF THE MILES CITY CODE OF ORDINANCES, ESTABLISHING DATES, TIMES AND LOCATIONS FOR DISCHARGE OF FIREWORKS WITHIN THE CITY LIMITS.**

*WHEREAS*, §16-48 of the Miles City Code of Ordinances permits the City Council to establish special times and places at which fireworks may be discharged within the city limits of the City of Miles City;

*AND WHEREAS*, the City Council desires to establish certain locations and certain times and dates at which fireworks may be discharged within the city limits during the 4th of July holiday period in 2013;

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

1. The discharge of fireworks shall be allowed between the hours of 10:00 a.m. and 10:00 p.m. on Wednesday, July 3, 2013, 10:00 a.m. and midnight on Thursday, July 4, 2013, and 10:00 a.m. and 10:00 p.m. on Friday, July 5, 2013 only at the following locations within the City of Miles City, to-wit:

Bender Park , Riverside Park  
Jaycee Field, Tedesco Field

2. All fireworks so discharged shall comply with all State of Montana and federal regulations.

2. The discharge of fireworks within the city limits, or upon any property of the City of Miles City, on any other dates, at any other times, or at any other locations is prohibited and such prohibition shall be enforced by the Miles City Police Department.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25TH DAY OF JUNE, 2013.**

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C. A. Grenz, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

