

AGENDA

*Regular Council Meeting
City Council Chambers*

*December 10, 2013
7:00 p.m.*

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

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**
 - a. City Council Minutes 11/26/2013
 - b. Finance Committee Minutes 12/4/2013
2. **SCHEDULE MEETINGS**
3. **REQUEST OF CITIZENS & PUBLIC COMMENT**
4. **APPOINTMENTS**
5. **PROCLAMATIONS**
6. **STAFF REPORTS**
7. **CITY COUNCIL COMMENTS**
8. **MAYOR COMMENTS**
9. **COMMITTEE RECOMMENDATIONS**
10. **PUBLIC HEARINGS**
 - a. **ORDINANCE NO. 1260:** An Ordinance Amending Section 24-53 And 24-54 Of The Code Of Ordinances Of The City Of Miles City, Montana, So As To Remove The Requirement For Site Plan Review For Four-Plex And Below.
 - b. **RESOLUTION NO. 3646:** A Resolution Approving the Work Plan and Budget for Fiscal Year 2013-2014 for Business Improvement District No. 101
11. **BID AWARD**
BID OPENING

12. **OLD BUSINESS**

- a. **ORDINANCE NO. 1260:** *(Second Reading)* An Ordinance Amending Section 24-53 And 24-54 Of The Code Of Ordinances Of The City Of Miles City, Montana, So As To Remove The Requirement For Site Plan Review For Four-Plex And Below.
- b. **RESOLUTION NO. 3646:** *(Second Reading)* A Resolution Approving the Work Plan and Budget for Fiscal Year 2013-2014 for Business Improvement District No. 101

13. **NEW BUSINESS**

- a. **ORDINANCE NO. 1261:** *(First Reading)* Zone Change at Bobcat Property from Heavy Commercial to General Commercial
- b. **RESOLUTION NO. 3651:** A Resolution Authorizing The City Of Miles City To Enter Into A Montana Department Of Commerce Community Development Block Grant Contract.
- c. **RESOLUTION NO. 3652:** Resolution Relating to First Amended and Restated Water System Revenue Bonds (DNRC Drinking Water State Revolving Loan Program); Amending Authorizing Resolution Adopted February 12, 2008 and Bonds
- d. **RESOLUTION NO. 3653:** A Resolution Authorizing The Assignment Of Certain Leases From Kenneth R. Stabler And Alane L. Stabler To Border Steel & Recycling, Inc., A Montana Corporation
- e. Approval of November Claims

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

November 26, 2013
7:00 p.m.

CALL TO ORDER

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

Also present were City Attorney Dan Rice, Planner in Training/Grant Administrator Dawn Colton, Public Utility Director Al Kelm, Public Works Director Scott Gray and City Clerk/Council Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Grenz led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

Regular Council Minutes – 11/12/2013

** *Councilperson Brush moved to approve the minutes of the Regular Council Meeting of November 12, 2013, seconded by Councilperson Uden and passed unanimously, 6-0*

SCHEDULE MEETINGS

Planning Board	December 3	6:00 PM
Finance Committee	December 4	12:00 PM

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

City Clerk Pearce asked the Council if they knew of anyone that could take a picture of the Council. If so, contact her so pictures can be taken at the next council meeting.

CITY COUNCIL COMMENTS

Councilperson Brush stated that Dave DeGrandpre presented the changes on the ordinance for site plan review and they will be discussed at the Planning Board meeting on Tuesday, Dec 3rd.

Councilperson Uden offered his compliment to Attorney Rice and his office for the recent handling of a public nuisance issue that has been around for a long time.

Councilperson Galbraith mentioned that the Miles City Star reported that the City had approved the construction of City Brew. She felt that was an error and would talk to the editor to get it corrected.

MAYOR COMMENTS

The City received a letter from DNRC explaining that the interest rates are going down from 3.75% to 3.0%. This action will save the City around \$ 450,000.

The ambulance fund is hemorrhaging terribly. Mayor Grenz has asked Chief Berg to have a plan to present to the Council at the first meeting in January. He also explained the \$300,000 that is overspent in the ambulance fund is being covered by the General Fund.

COMMITTEE RECOMMENDATIONS

Zoning Commission Meeting of Wednesday, November 20, 2013, Recommended Approval of Zone Change Request at Horizon Park Subdivision, Tract F-1, A, B, C & D (Bobcat Property) from Heavy Commercial to General Commercial.

Mayor Grenz said the request will have to become an ordinance. He said the zone change will allow apartments and a business on the property.

Councilperson Galbriath asked if there will be a chance to review the plan. Mayor Grenz answered yes, once it becomes an ordinance.

PUBLIC HEARINGS

None

BID AWARDS

None

BID OPENING

None

OLD BUSINESS

None

NEW BUSINESS

ORDINANCE NO. 1260: (First Reading) An Ordinance Amending Section 24-53 And 24-54 Of The Code Of Ordinances Of The City Of Miles City, Montana, So As To Remove The Requirement For Site Plan Review For Four-Plex And Below

Councilperson Ahner asked if this was the major amendment that should have been made previously, but wasn't. Councilperson Brush confirmed that this is the amendment that was made prior to being passed that was not added to the paperwork. This will correct that action.

****** *Councilperson Brush moved to approve Ordinance No. 1260 by title only, seconded by Councilperson Melnik. On roll call vote, the **motion passed** by unanimous consent, 6-0.*

RESOLUTION NO. 3650: A Resolution Authorizing The City Of Miles City To Enter Into A Montana Renewable Resource Project Planning Grant Agreement With The Department Of Natural Resources And Conservation.

Councilperson Ahner commented the City had appropriated a total of \$187,000 for the dike study. The City had estimated a \$10,000 grant from DNRC and \$60,000 from Community Block Development Grant. So far the City has received \$5,000 from DNRC. Administrator Colton commented that she has not heard from Community Block Development Grant.

- ** *Councilperson Uden moved to approve Resolution No. 3650 by title only, seconded by Councilperson Galbraith. On roll call vote, the motion passed by unanimous consent, 6-0.*

ADJOURNMENT

- ** *Councilperson Melnik moved to adjourn the meeting, seconded by Councilperson Brush and passed unanimously, 6-0.*

The meeting was adjourned at 7:10 p.m.

C.A. Grenz, Mayor

**Lorrie Pearce
City Clerk**

Finance Committee Meeting December 4, 2013

The **Finance Committee** met Wednesday, December 4, 2013, at 12:00 p.m. in the City Hall Conference Room. Present were Chairperson Mark Ahner and Committee Members John Uden, Roxanna Brush and Bill Melnik.

Also present were Public Service Director Al Kelm, Fire Chief Dale Berg, Mayor Grenz and City Clerk/Recorder Lorrie Pearce.

Ambulance Debts to Collection for an amount of \$33,278.21

Councilperson Brush asked Chief Berg why there are so many old accounts on the collection list and then some August accounts, also why some of them have a total of \$100. He explained that the ambulance account was assigned under the City Clerk and he thought the issue was being taken care of. Once the ambulance account was his responsibility again, he noticed that he hadn't received a bad debt report. He called Solestone about the problem, and now they are cleaning up the report, per City policies. Chief Berg stated that the City is about two years behind on collections. Chairperson Ahner asked if next quarter the report will be current. Chief Berg said he will call John Ungaretti, General Manager of Solestone and have him run a report.

*** Committee Member Melnik moved to recommend approval of sending ambulance debts for an amount of \$33,278.21 to collection, seconded by Committee Member Uden and passed unanimously, 4-0.*

Rate adjustments to DNRC Water Loans and Reissuance of Bonds and Tax Certificate

Chairperson Ahner explained that the spreadsheet received from Department of Natural Resources and Conservation shows our loan rates are decreasing from 3.75% to 3.00%. He discussed the first spreadsheet (current rate vs. new rate), that shows a savings of \$453,556, and the second spreadsheet (new rate vs. new rate after pre-payment), shows a savings of \$28,093. This would include the \$20,000 down payment which is the excess amount in Debt Reserves. It will cost the City \$3,850 for Dorsey to produce the Bond Resolution and Tax certificate. He also explained that Resolution 3652 needed to be discussed today, so it can get on the December 10, 2013 Council meeting to be discussed and approved. The closing date for the rate adjustment is January 29, 2014.

Director Kelm explained that if the resolution is approved, the new debt service reserve will be \$299,847 after pre-payment, a savings of approximately \$28,000. Everything will be paid out of the three debt service accounts, so it will not cost the City any extra money.

Councilperson Uden asked what the savings will be per year. After calculating the \$453,556 and dividing it by 25 years, it was noted that there would be a savings of approximately \$18,000 a year.

Councilperson Ahner commented that if the rate adjustment is approved, it may be an opportunity to accelerate the water line replacement or decrease the water rate.

*** Committee Member Uden moved to recommend approval of the reinsurance of bond for the DNRC water loan at a rate decrease of 3.75% to 3.00%, for a savings of approximately \$453,556, and contingent upon the City Attorney reviewing Resolution 3652, seconded by Committee Member Melnik and passed unanimously, 4-0.*

Request of Citizens

None

Discussion

Mayor Grenz thanked Councilperson Uden and Councilperson Melnik for their services over the years.

Councilperson Melnik mentioned that Stabler Steel has been sold to Border Steel. He was wondering if the lease that is in effect right now needs to be transferred. Mayor Grenz commented that he has been asked why Stabler Steel is not fenced.

Adjournment

Having no more business to come before the Committee,

*** Committee Member Uden moved to adjourn the meeting, seconded by Committee Member Melnik and passed unanimously, 4-0.*

The meeting was adjourned at 12:40 p.m.

Respectfully Submitted:

Chairperson Mark Ahner

Lorrie Pearce
City Clerk/Minute Recorder

ORDINANCE NO. 1260

AN ORDINANCE AMENDING SECTION 24-53 AND 24-54 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, MONTANA, SO AS TO REMOVE THE REQUIREMENT FOR SITE PLAN REVIEW FOR FOUR-PLEX AND BELOW.

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

Section 1. Section 24-53 shall be amended by deleting paragraph 24-53(e)(5). Said paragraph to be deleted is as follows:

...

(5) Site plan approval. The site plan will be reviewed and approved by the City Planning board for proper site.

Section 2. Section 24-53 shall be amended by deleting paragraph 24-53(f)(5). Said paragraph to be deleted is as follows:

...

(5) Site plan approval. The site plan will be reviewed and approved by the City Planning board for proper site.

Section 3. Section 24-54(b)(5) shall be amended by having the following paragraph inserted in its place:

...

(5) Site plan review. The site plan for each multifamily project in excess of a four-plex shall be reviewed and approved by the City Planning Board for proper site development prior to the issuance of a building permit.

Section 4. This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this ____ day of _____, 2013.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this ____ day of _____, 2013.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3646

A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEAR 2013-2014 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101, AND PROVIDING FOR HEARING THEREON

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

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

AND WHEREAS, on November 12, 2013, the trustees of said District did submit to the City Council their proposed work plan for FY 2013-2014;

AND WHEREAS, the City Council has considered and approves of such work plan and proposed budget, and desires to finally approve the same, following a public hearing as required by §7-12-1132(3) MCA

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

Upon hearing and full consideration, the City Council of the City of Miles City hereby approves the work plan and proposed budget of Business Improvement District No. 101 for FY 2013-2014, attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that pursuant to §7-12-1132(3) MCA, a public hearing shall be held on the above proposed approval on the 12th day of December, 2013, at 7:00 p.m. in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §15-10-203 MCA, at least 2 times with at least 6 days separating each publication. Such publication shall be placed in a portion of the newspaper other than that portion utilized for legal and classified advertisements.

**SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 12TH
DAY OF DECEMBER, 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 12TH DAY OF DECEMBER, 2013.**

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A
To Resolution 3646

In accordance with City of Miles City Ordinance No. 1202 this is the Marketing Plan for
Fy13/14 using a July 1, 2013 through June 30, 2014 fiscal year.

Formulas: By using a conservative number of Rooms within the district (502) and a
occupancy rate of (65% annually) it calculated to 119,575. As has been the practice of
all previous TBID's formed in Montana a customary fee of \$1.00 per room night is being
used for these calculations. This yields a marketing budget of \$119,575.00 for this fiscal
year.

Using the last three years of bed tax collections as a basis for dividing the funds into a
quarterly budget base it percentages out as follows: 1st Quarter 36%, 2nd Quarter 21%,
3rd Quarter 15%, and 4th Quarter 28%.

1st Quarter: \$43,047.00

2nd Quarter: \$25,111.00

3rd Quarter: \$17,936.00

4th Quarter: \$33,481.00

Total \$119,575.00

Business Enhancement:

Tournament Recruitment- 38,500.00
Convention/Meeting Recruitment- 10,000.00
Fairgrounds Events 15,000.00

Marketing:

Events- 20,000.00
Facilities- 20,000.00

Opportunity: 14,759.00

Liability Insurance 1,316.00

\$119575.00

Tournament Recruitment-

4-C Basketball Tournament	6,500.00
Miles City Hockey Association	5,000.00
State Girls Hockey Tournament (12 team)	12,000.00
MCC Basketball/ Cowtown	2,000.00
MCC Baseball	1,000.00
Rocky/Jamestown Football	4,000.00
Badlands Bowl	5,000.00
MCC Basketball	3,000.00

\$38,500.00

ORDINANCE NO. 1261

AN ORDINANCE AMENDING ORDINANCE NO. 796 TO CHANGE THE ZONING OF LOT F-1, ALSO REFERENCED AS TRACT 1-F, OF THE HORIZON PARK SUBDIVISION, AN ADDITION TO THE CITY OF MILES CITY, CUSTER COUNTY, MONTANA, FROM HEAVY COMMERCIAL (HC) TO GENERAL COMMERCIAL (GC), AND PROVIDING AN EFFECTIVE DATE, AND A HEARING THEREON.

WHEREAS, the owner of the below described real property has made application for the property to be rezoned from Heavy Commercial (HC) zone to General Commercial (GC) zone;

AND WHEREAS, Sec. 24-8 of the Miles City Code requires that such application be referred to the City zoning commission for public hearing and recommendation to the City Council prior to any action by the City Council upon such application;

AND WHEREAS, the Miles City Zoning Commission conducted its public hearing on November 20, 2013, upon the above application, pursuant to notice, and following such hearing has recommended that such zoning change be adopted;

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

Section 1. Ordinance No. 796 is hereby amended to provide that the following described land and property within the City of Miles City, Custer County, Montana, to wit:

Lot F-1, also referenced as Tract F-1, of the Horizon Park Subdivision, an addition to the City of Miles City, Custer County, Montana, according to the Amended Plat/Survey of said Horizon Park Subdivision Lot F, filed for record on June 28, 2001, as Document No. 118133 in Envelope No. 372A of the plat cabinet in the office of the County Clerk and Recorder in and for Custer county, Montana.

be rezoned from Heavy Commercial (HC) zone to General Commercial (GC) zone.

Section 2. A public hearing shall be held upon this proposed zoning change before the City Council at 7:00 P.M. on the 14th day of January, 2014, in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana.

Section 3. The City Clerk shall give notice of the date, time and place of such hearing by publication in the Miles City Star at least 15 days prior to the date of hearing, in accordance with § 76-2-303 and § 76-2-305 MCA.

Section 4. This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 10th day of December, 2013.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 14th day of January, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3651

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MONTANA DEPARTMENT OF COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT.

WHEREAS, the City has applied for a grant from the Montana Department of Commerce to receive a Community Development Block Grant (CDBG) to assist in paying for a feasibility study for, and to implement, a Tax Increment Finance District.

AND WHEREAS a grant in the amount not to exceed \$10,250.00 has been awarded to the City of Miles City, and a contract has been provided to the City by the Montana Department of Commerce to accept said grant.

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

1. The City hereby accepts the CDBG from the Montana Department of Commerce, and the Mayor of the City of Miles City is hereby empowered and authorized enter into the Montana Department of Commerce Community Development Block Grant Contract attached hereto as Exhibit "A," on behalf of the City of Miles City and bind the City of Miles City thereto; and
2. 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 award 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 10TH DAY OF DECEMBER, 2013.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit "A"

**MONTANA DEPARTMENT OF COMMERCE
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
ECONOMIC DEVELOPMENT PROGRAM**

CONTRACT # MT-CDBG-EDPG13-█

This Contract is entered into by **CITY of Miles City, DUNS #B1210325 & IRS #81-6001292** █, Montana, (the Grantee), and the Montana Department of Commerce, Helena, Montana, (the Department).

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for project activities approved by the Department under the Montana Community Development Block Grant – Economic Development (CDBG-ED) Program (hereinafter "Program") for FFY 20█.

Section 2. AUTHORITY

This contract is issued under authority under Title 90, Chapter 1, Part 1, Montana Code Annotated, and the Administrative Rules of Montana, Title 8, Chapter 94, Subchapter 37.

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications resulting from the review of the applications by the Department (collectively, the "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

Section 4. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract in compliance with the Project Management Plan approved by the Department and with and as may be amended from time to time by mutual agreement of the parties, specifically incorporated herein by this reference and binding upon the Grantee. The Grantee will use CDBG funds for the following components of the Project:

- A grant of up to \$2,750 to be used for assistance with a feasibility study regarding the creation of a Tax Increment Finance District (TIFD),
- If the study shows the TIFD is feasible, the remaining amount of the grant, up to \$7,500 is to be used for assistance with the creation of the TIFD. If the study shows the TIFD is not feasible, the remaining amount of the grant, \$7,500 will be returned to the MDOC for reallocation to other projects.

Section 5. ACCEPTANCE OF CDBG-ED PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable parts of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§ 5301, et seq.; the applicable Department of Housing and Urban Development (HUD) regulations, including but not limited to 24 CFR Part 570 and Form HUD-4010, as now in effect or as they may be amended during the term of this contract; all administrative directives and procedures established by the Department, including the most recent version of the CDBG Grant Administration Manual; and all other applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, or resolutions.
- (b) The Grantee agrees that all contracts entered into by it for the completion of the activities described in Section 4, SCOPE OF WORK will require such contractors, subcontractors, and subrecipient entities to also comply with all applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, and resolutions, including the most current version of the CDBG Grant Administration Manual, as amended.
- (c) The Grantee expressly agrees to repay to the Department any funds advanced to the Grantee under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes and regulations governing the Program, or any other applicable local, state, or federal requirements.

Section 6. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate upon approval of Grantee's final Request for Funds by the Department, unless terminated earlier in accordance with the terms of this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between ~~November 5, 2011~~ and ~~November 3, 2013~~. All Requests for Funds must be submitted to the Department within 60 days of final Project close-out.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Attachment A. The Grantee may modify the implementation schedule set forth in Attachment A only upon obtaining the prior written approval of the Department.
- (d) The Department may grant a Contract extension upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated

progress toward completion of the Project; has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least 30 days prior to the termination date of the Contract.

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract will not exceed \$~~10,250~~.
- (b) A copy of the preliminary Project budget is attached hereto as Attachment B to this Contract and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget, which, upon receipt and approval by the Department, will supersede the preliminary budget in Attachment B and thereby be incorporated as part of this Contract and binding upon the Grantee.
- (c) For budget adjustments of \$5,000 or less between line items of the CDBG-ED portion of Attachment B, Department approval of the Request for Funds form will constitute approval of the budget adjustment. The Grantee must describe the rationale for a budget adjustment in the Project Progress Report and note the adjustments in the Request for Funds and Status of Funds Report submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Attachment B must be approved in advance by the Department.
- (d) **PROGRAM INCOME**
 - (i) The Grantee may retain program income received before Project closeout, but such income must be treated as additional CDBG-ED funds and subject to all applicable requirements governing the use of CDBG-ED funds.
 - (ii) If the Grantee chooses to retain program income received before Project closeout, a program income plan in compliance with the most recent version of the Department's Program Income Manual for Revolving Loan Funds must be developed and submitted for review and written approval by the Department.
 - (iii) Grantee will record receipt and expenditure of retained program income as part of the financial transactions of the Project.
 - (iv) At the end of each calendar year during the term of this Contract, the Grantee must remit all program income balances (including investments thereof) held by the Grantee, its contractors, subcontractors, and sub recipient entities that exceed one-twelfth of the Department's total award to the Grantee, to be placed in the Grantee's funding reserve.
 - (v) The Grantee must expend substantially all program income it receives before requesting additional CDBG-ED funds. The Department will deduct the amount

of program income on hand, shown on the drawdown form, from the amount requested by the Grantee.

- (vi) If the Grantee desires to retain program income received after Project closeout, the Grantee must execute a grant closeout agreement with the Department at the time of closeout that describes the Grantee's responsibility for compliance with requirements governing program income received subsequent to grant closeout.
- (e) Any authorized funds not obligated under this grant by **November 4, 2015** or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other CDBG-ED projects.

Section 8. METHOD OF REIMBURSEMENT

- (a) The Department will authorize the Grantee to draw up to **\$10,250** against the funding reserved for it by the Department. In drawing against the reserved amount, the Grantee will follow the instructions supplied by the Department.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project. In drawing against the reserved amount, the Grantee will follow the instructions supplied by the Department.
- (c) The Department agrees to reimburse the Grantee as set forth in this Section for successfully completing the activities set forth in Section 4 SCOPE OF WORK as eligible Project costs are incurred on or after **November 3, 2014**, supported by adequate documentation submitted by the Grantee, and upon the Department's approval of the Grantee's Request for Funds. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (d) The Department will not reimburse the Grantee for any costs incurred prior to **November 3, 2014**; for any expenses not included in Attachment B or an approved adjustment thereto; for any ineligible expenses as set forth in the CDBG Grant Administration Manual; or for any expenses not clearly and adequately supported by the Grantee's records. Project expenses incurred is contingent upon the Grantee's completion of Section 18, SPECIAL PROJECT START-UP CONDITIONS.
- (e) As further set forth in Section 24 TERMINATION OF CONTRACT, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.
- (f) The Department is allowed 15 working days to process a Request for Funds once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information at the time of Contract execution in order to facilitate electronic funds transfer payments.

- (g) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-CDBG funds, the Department may, at its discretion, suspend the distribution of CDBG funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (h) The Department will withhold ten percent (10%), (██████) of the total authorized grant amount of \$██████ until all tasks outlined in Section 4, SCOPE OF WORK, are completed and approved and the Grantee's Project Completion Report is received and approved by the Department. Within 60 days after the completion of the Project, the Grantee will prepare and submit to the Department a Project Completion Report in the form prescribed by the Department. The Department will disburse this withholding upon receipt and approval by the Department of the Grantee's Project Completion Report. Prior to receipt of the Project Completion Report, the Department liaison may authorize release of part or all of the withholding when situations occur that would result in an undue financial hardship on the Grantee, provided the Grantee has demonstrated effective overall management of this Project and, when applicable, satisfactorily managed any earlier CDBG projects. If the Grantee fails to submit a Project Completion Report within the 60 days, the Department may consider whether these remaining funds should be reallocated by the Department to other unfunded or inadequately funded activities, whether or not related to the SCOPE OF WORK set forth herein or to the Grantee, or added to the following year's CDBG allocation.
- (i) If actual Project expenses are lower than projected by the Grantee in Attachment B, or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application, the Department, at its discretion, may reduce the amount of CDBG grant funds to be provided to the Grantee under this Contract in proportion to all other project funding sources. For construction projects, if actual construction bids are less than the estimates included in the preliminary budget, the construction budget in the CDBG-ED Contract will be established at the bid price plus a ten percent (10%) contingency. The difference between actual project costs and the original grant award will be reallocated by the Department for unfunded or inadequately funded projects, or added to the following year's CDBG-ED allocation.
- (j) The Department of Commerce may, at its discretion, withdraw from the Grantee the commitment of any CDBG-ED funds that remain unobligated 24 months after November 5, 2013.
- (k) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.

- (l) At the request of the Department, Requests for Reimbursement for contracted or subcontracted services must attach appropriate documentation demonstrating compliance with contract requirements.
- (m) If needed, the Grantee's travel expenses, meals, and lodging will be reimbursed at the Montana State rate at the time such expense is incurred. The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.
- (n) The Department will issue a final Project closeout approval when the grantee has fulfilled all requirements as set forth in the most current version of the CDBG Grant Administration Manual.
- (o) If any obligations remain as of the date of Project closeout, the Department shall prepare and the parties shall execute a Closeout Agreement specifying the conditions and requirements governing those remaining obligations, in accordance with the requirements set forth in 24 CFR § 570.509(c).

Section 9. REPORTING REQUIREMENTS

(a) QUARTERLY UPDATE REPORT

- i) During the term of this Contract, the Grantee will submit a quarterly update report. This report shall follow the report format specified in the most recent version of the CDBG Grant Administration Manual, and shall describe the status of the Project with respect to the activities set forth in Section 4, SCOPE OF WORK, including, at a minimum, the percentage complete, costs incurred, funds remaining, and projected completion date. The report must also describe any significant problems encountered and any necessary scope of implementation or budget modifications requested.
- (ii) The Grantee will submit the quarterly update report to the Department within 30 days of each calendar quarter ending March, June, September, and December. The Department will not honor claims for payment until the required quarterly update report has been submitted to and approved by the Department.

(b) PROJECT PROGRESS REPORTING

During the term of this Contract, the Grantee will submit a Project Progress Report with any Requests for Funds. The report will describe the use of the funds requested for each administrative and activity line item. The report should also describe any anticipated changes in the budgeted amounts.

(c) STATUS OF FUNDS REPORTING

During the term of this Contract, the Grantee will submit a Status of Funds Report with any Requests for Funds.

(d) PROJECT COMPLETION REPORT

Upon completion of the Project, the Grantee will submit a final Project Completion Report for approval by the Department. The Project Completion Report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Within 30 days of receiving the Project Completion Report, the Department will issue the Notice of Project Close-out.

Section 10. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this Contract shall be coordinated between the State's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:

[REDACTED] (or successor)
CDBG-ED Program Manager, MDOC
301 S. Park Ave.
P.O. Box 200505
Helena, MT 59620-0505
406-841-**[REDACTED]**

For the Grantee:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Section 11. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, for a period of four (4) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana

or third party, whichever is later. These records will be kept in the Grantee's offices in ~~Miles City~~ Montana.

- (b) The Grantee shall provide the Department, HUD, Comptroller General of the United States, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance, or their authorized agents access to any records necessary to determine contract compliance.
- (c) The Grantee agrees to include in first-tier subcontracts under this Contract a clause substantially the same as paragraph 11(a) and (b).

Section 12. PROJECT MONITORING

- (a) The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 4, SCOPE OF WORK, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department will advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.
- (b) Failure by the Grantee to proceed with reasonable promptness to take necessary corrective actions shall be a default. If the Grantee's corrective actions remain unacceptable, the Department may terminate this Contract in whole or in part, pursuant to the provisions of Section 24, TERMINATION OF CONTRACT.

Section 13. COMPLIANCE WITH NONDISCRIMINATION LAWS

The Grantee must, in performance of work under the Contract, fully comply with all applicable federal, state, or local nondiscrimination laws, rules, and regulations, including but not limited to the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 109 of the Housing And Community Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Executive Order 11246 of Sept. 24, 1965, and Section 504 of the Rehabilitation Act of 1973. Any contracting, subletting, or subcontracting by the Grantee subjects contractors, subcontractors, and subrecipient entities to the same provision. In accordance with Mont. Code Ann. § 49-3-207, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

Section 14. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Section 18-4-311, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).

- (b) The Department or any other legally authorized governmental entity or their authorized agents may, at any time during or after the term of this Contract, conduct, in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of the monies, and delivery of services provided through this Contract.

Section 15. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with the provisions of the applicable HUD regulations of 24 C.F.R. Parts 84, 85, and 570.611, and with sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, (as applicable), and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 16. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee pursuant to this Contract are the property of the Grantee and the Department, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Grantee and the Department.

To the extent the funds awarded under this Contract will be used by any small business firm or non-profit organization, as defined in 37 C.F.R. 401.2, such firm(s) or organization(s) are subject to the standard patent rights clause set forth in its entirety in 37 C.F.R. 401.14 and specifically incorporated herein by this reference.

Section 17. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- (a) The Grantee may assign, transfer, or subcontract any portion of this Contract, however, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the State a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the State.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

Section 18. SPECIAL PROJECT START-UP CONDITIONS

- (a) The Grantee will not obligate or utilize funds for any activities provided for by this Contract until:
 - (i) The Grantee submits to the Department evidence of the firm commitment of the other financial resources necessary for the completion of the Project as defined in Section 4, SCOPE OF WORK, and Attachment A, within the budget set forth in Attachment B.
- (b) Within six (6) months of the date of the announcement of the tentative grant award letter issued by the Department ~~November 2011~~, the Grantee shall have completed all necessary arrangements to assure that the other financial resources necessary for the completion of the Project are available for commitment to and participation in Section 4, SCOPE OF WORK in order to guarantee timely Project completion. If the Grantee fails to secure the commitment of all other financial resources for the Project within this timeline, the Department will withdraw the tentative award and reallocate the funds, unless the Grantee can demonstrate the existence of unusual or extenuating circumstances that justify an extension of time.

Section 19. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under the Contract.

Section 20. INSURANCE

- (a) **General Requirements.** Grantee shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers are to be covered as additional insured's for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) **General Liability Insurance.** At its sole cost and expense, the Grantee shall purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory Tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (c) **Professional Liability Insurance.** Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.
- (d) **Property Insurance.** At its sole cost and expense, the Grantee shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (see map at <http://rmtd.mt.gov/aboutus/publications/files/NEHRP.pdf>) for loss or damage for any building and all related improvements and contents therein on the premises on a replacement cost basis throughout the term of the contract.
- (e) **General Provisions.** All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the Department prior to beginning any activity provided for under the Contract. Grantee shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy

at any time, including endorsements.

Section 21. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any governmental department or agency. If the Grantee cannot certify this statement, attach a written explanation for review by the Department.

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Section 22. CONTRACT AMENDMENT

- (a) Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.
- (b) The Department will agree to an amendment only if the Grantee clearly demonstrates that the modification is justified and will enhance the overall impact of the original Project. The Department will consider each request to determine whether the modification is substantial enough to necessitate reevaluating the Project's original funding award.
- (c) The Department will not approve amendments to the SCOPE OF WORK or the BUDGET that would materially alter the circumstances under which the original application was reviewed and approved by the Department.
- (d) If the Department determines that a proposed amendment represents a substantial change in the Project activities proposed in the original application for CDBG funds, the Grantee will hold a local public hearing on the amendment with reasonable notice and may require further environmental review.

Section 23. PROPERTY MANAGEMENT

Title to real property or equipment acquired under this Contract or a subcontract thereto will vest, upon acquisition, in the Grantee or subgrantee, respectively. The Grantee or subgrantee shall use, manage, and dispose of this property or equipment in accordance with the applicable requirements set forth in 24 CFR Parts 85 and 570. All real property within the Grantee's control that was acquired or improved in whole or in part using the CDBG funds awarded pursuant to this Contract shall be subject to the standards set forth in 24 C.F.R. § 570.505 during the duration of this Contract term and

for five years after closeout of the Project. In all cases in which equipment acquired pursuant to this Contract is sold, the proceeds shall be program income.

Section 24. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

- (a) The Department may, by written notice to the Grantee, terminate this Contract in whole or in part at any time the Grantee or any of its contractors, subcontractors, or subrecipient entities fails to perform this Contract or materially fails to comply with any term of this Contract, whether stated herein or in any applicable local, state or federal law, regulation, administrative directive, procedure, ordinance, or resolution. Upon such failure(s), the Department may take one or more of the following actions, as appropriate in the circumstances:
- i) Temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the Department;
 - ii) Disallow all or part of the cost of the activity or action not in compliance;
 - iii) Wholly or partly suspend or terminate the grant for the Project;
 - iv) Withhold further grants to the Project or to the Grantee;
 - v) Take other remedies that may be legally available.

Any costs or expenses incurred by the Grantee from obligations arising during a suspension or after termination of the grant pursuant to this Section are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently in writing thereafter. Other necessary and not reasonably avoidable Grantee costs incurred during suspension or after termination are allowable if:

- 1) They result from obligations properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, noncancellable; and
 - 2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- (b) The Department may terminate this Contract in whole or in part at any time with the consent of the Grantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion of the Contract to be terminated;

- (c) The Grantee may terminate this Contract in whole or in part at any time upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion of the Contract to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety under paragraph (a) of this section.
- (d) The Department may, at its sole discretion, terminate or reduce the scope of the Contract if available funding is eliminated or reduced for any reason. If a termination or modification is required, the Department will, to the extent permitted by available CDBG funds, compensate the Grantee for eligible work elements the Grantee has completed and for approved, eligible, reasonable, and necessary expenses incurred by the Grantee as of the revised termination date. The Department will give the Grantee written notice of the effective date of the modification or termination of this Contract and, if a reduction in funding is required, will provide the Grantee with a modified Project budget.

Section 25. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 26. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-41-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department.

Section 27. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

Section 28. SEPARABILITY

A declaration by any court, or any other binding legal source, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 29. NOTICE

All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons as identified herein either by first class mail or personal service.

Section 30. NO ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under this Contract.

Section 31. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

Section 32. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the Department to enforce each and all of the provisions hereof upon any further or other breach on the part of the Grantee.

Section 33. JURISDICTION AND VENUE

The laws of Montana govern this Contract. The parties agree that any litigation concerning the Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

Section 34. INTEGRATION

The Contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have caused this Contract to be executed.

City of Miles City:

[Name] [Title]

Date

ATTEST:

[Name], [title]

APPROVED AS TO FORM:



[Name], [title] Attorney

DANIEL
Z. RICE CITY

MONTANA DEPARTMENT OF COMMERCE:

Meg O'Leary, Director
Montana Department of Commerce

Date

**ATTACHMENT A
PROJECT IMPLEMENTATION SCHEDULE
CONTRACT #MT-CDBG-EDPG13-07
City of Miles City**

PROJECT START-UP

Submit Complete Application	October 2014
Begin Project Planning	November 2013
Establish Project Files	November 2013
Finalize Contract with MDOC	December 2013

PROJECT IMPLEMENTATION

Develop Grant Contract Agreements & Submit Draft for Review	December 2013
MDOC Release of Funds	January 2014
Submit First Drawdown Reports to MDOC	March 2014
Creation of TIFD	Quarterly
Submit Final Deliverable	April 2014
	October 2014

PROJECT CLOSE-OUT

Conditional Close-out	October 2014
Project Audited for Local Government	October 2014
Submit Audits to CDBG Program Officer	October 2014
Final Close-out	November 2014

ATTACHMENT B: Contract MT-CDBG-EDPG13-07
City of Miles City

ADMINISTRATIVE/ FINANCIAL COSTS	SOURCE: CDBG-ED	SOURCE: Main Street Program	SOURCE: Sandra K Anderson Foundation	SOURCE:	SOURCE:	TOTAL
Personnel Costs		1,000				1,000
Professional Services		4,250				4,250
TOTAL ADMINISTRATIVE/ FINANCIAL COSTS		5,250				5,250
ACTIVITY COSTS						
Feasibility Study	2,750		2,750			5,500
TIFD Creation	7,500	7,500	250			15,250
TOTAL ACTIVITY COSTS	10,250	7,500	3,000			20,750
TOTAL PROJECT COSTS	10,250	17,750	3,000			31,000

RESOLUTION NO. 3652

RESOLUTION RELATING TO FIRST AMENDED AND
RESTATED WATER SYSTEM REVENUE BONDS (DNRC
DRINKING WATER STATE REVOLVING LOAN
PROGRAM); AMENDING AUTHORIZING RESOLUTION
ADOPTED FEBRUARY 12, 2008 AND BONDS

BE IT RESOLVED by the City Council of the City of Miles City, Montana (the “Issuer”), as follows:

Section 1. Recitals.

1.01. Issuance of Bonds. Pursuant to Resolution No. 768, adopted by the City Council on August 14, 1973 (the “Original Ordinance”), Resolution Nos. 2472, 2700, 3075, 3199 (the “2008 Resolution”), and 3308, adopted by the City Council on May 8, 1990, January 23, 1996, August 23, 2005, February 12, 2008 and November 10, 2009, respectively (the Original Ordinance, as so amended and supplemented, the “Prior Ordinances”), the Issuer authorized, as the Prior Ordinances were then in effect, the issuance of, respectively, its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2008B (the “Series 2008B Bond”), issued in the maximum principal amount of \$2,200,000, and its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2008D (the “Series 2008D Bond”), issued in the maximum principal amount of \$2,200,000, to the acquisition, construction and installation of various improvements of the municipal water system and related improvements (collectively, the “Projects”) as part of the municipal water system of the Issuer (the “System”), as more particularly described in the Prior Ordinances. The Series 2008B Bond and the Series 2008D Bond (collectively, the “Prior Bonds”) were purchased and are currently held by the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”). Other than the Prior Bonds, there are no bonds or indebtedness of the Issuer that are outstanding and payable from Net Revenues of the System, except for Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2008A (the “Series 2008A Bond”), issued in the maximum principal amount of \$500,000, its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2008C (the “Series 2008C Bond”), issued in the maximum principal amount of \$500,000, and its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the “Series 2009B Bond”), issued in the maximum principal amount of \$333,700. Terms with initial capital letters used but not defined herein have the meanings given them in the Prior Ordinances.

1.02. Interest Rate Reduction. Pursuant to the Intended Use Plan for fiscal year 2013-2014 (the “IUP”) for the Drinking Water State Revolving Loan Program (the “Program”), the DNRC and the Department of Environmental Quality of the State of Montana have determined that it is in the best interests of borrowers of loans made under the Program and the Program to reduce the interest rates available under the Program.

1.03. Reduction in Interest Rate on Prior Bonds. It is proposed that debt service on the Prior Bonds be reduced in accordance with the interest rate reduction proposal under the IUP, thereby reducing the interest rate on (i) the Series 2008B Bond from three and three-quarters

percent (3.75%) per annum to three percent (3.00%) per annum from and after the date of delivery of the First Amended and Restated Series 2008B Bond; and (ii) the Series 2008D Bond from three and three-quarters percent (3.75%) per annum to three percent (3.00%) per annum from and after the date of delivery of the First Amended and Restated Series 2008D Bond.

Section 2. Amendment of Prior Resolutions.

2.01. Authorization. The Issuer, in Section 12.4 of the 2008 Resolution, reserved the right to amend such resolutions upon notice to and with the consent of the DNRC.

2.02. Consent of DNRC. The DNRC has agreed to the amendment of certain provisions of such resolutions in connection with the determination to reduce certain interest rates under the Program.

2.03. Amendment of 2008 Resolution. Pursuant to the authority cited in Sections 2.01 and 2.02 of this resolution,

(a) The 2008 Resolution is hereby amended effective as of the date of delivery of the First Amended and Restated Series 2008B Bond (as hereinafter defined) to read as follows:

(i) all references to the aggregate interest rate, or that interest rate that includes the interest rate and all surcharges, on the Series 2008B Bond are hereby amended to read 3.00% per annum, instead of 3.75% per annum; (ii) all references to the interest rate on the Series 2008B Bond exclusive of any surcharges will continue in effect at 2.00% per annum; (iii) the administrative expense surcharge on the Series 2008B Bond will continue in effect at 0.75% per annum; and (iv) all references to the loan loss reserve surcharge on the Series 2008B Bond are hereby amended to read 0.25% per annum, instead of 1.00% per annum; and

(ii) the total principal amount of the First Amended and Restated Series 2008B Bond is \$1,924,000.

(b) The 2008 Resolution is hereby further amended effective as of the date of delivery of the First Amended and Restated Series 2008D Bond (as hereinafter defined) to read as follows:

(i) all references to the aggregate interest rate, or that interest rate that includes the interest rate and all surcharges, on the Series 2008D Bond are hereby amended to read 3.00% per annum, instead of 3.75% per annum; (ii) all references to the interest rate on the Series 2008D Bond exclusive of any surcharges will continue in effect at 2.00% per annum; (iii) the administrative expense surcharge on the Series 2008D Bond will continue in effect at 0.75% per annum; and (iv) all references to the loan loss reserve surcharge on the Series 2008D Bond are hereby amended to read 0.25% per annum, instead of 1.00% per annum; and

(ii) the total principal amount of the First Amended and Restated Series 2008D Bond is \$1,977,000.

(c) Except as expressly noted herein, other interest rates or surcharges are not adjusted, including, without limitation, interest on past due amounts.

2.04. Amendment of Forms of Bonds. Pursuant to the authority cited in Sections 2.01 and 2.02 of this resolution, effective as of the date of delivery of each series of amended and restated bonds, the Series 2008B Bond attached as Appendix C to the 2008 Resolution is hereby amended and restated in its entirety substantially as set forth on the attached Appendix A (the "First Amended and Restated Series 2008B Bond"), and the Series 2008D Bond attached as Appendix E to the 2008 Resolution is hereby amended and restated in its entirety substantially as set forth on the attached Appendix B (the "First Amended and Restated Series 2008D Bond").

2.05. Effect of Amendments. Except as amended by Section 2.03 of this resolution, the Prior Ordinances shall remain unamended and, from and after the date of delivery of the First Amended and Restated Bonds (as hereinafter defined), shall continue in full force and effect as amended by Section 2.03 of this resolution for the benefit of the holders from time to time of the Series 2008A Bond, the Series 2008C Bond, the Series 2009B Bond, the First Amended and Restated Bonds (as hereinafter defined), and any additional Bonds that may be issued thereunder.

Section 3. Preparation and Delivery of First Amended and Restated Bonds. The First Amended and Restated Series 2008B Bond and the First Amended and Restated Series 2008D Bond (collectively, the "First Amended and Restated Bonds") shall be prepared under the direction of the City Clerk of the Issuer and shall be executed on behalf of the Issuer by the signatures of the Mayor and the City Clerk of the Issuer and sealed with the official corporate seal of the Issuer. When the First Amended and Restated Bonds have been executed, the City Clerk of the Issuer shall cause them to be dated as of the date of delivery and delivered to the DNRC, as purchaser thereof, in anticipation of the surrender of the corresponding Prior Bonds.

Section 4. Revenue Bond Account; Reserve Account. The City Clerk of the Issuer is authorized and directed to transfer amounts in the Revenue Bond Account to pay interest owing on the Prior Bonds as of the date of delivery of the First Amended and Restated Bonds. The City Clerk of the Issuer is further authorized and directed to transfer amounts in the Reserve Account that are made available because of the foregoing interest rate adjustments to prepay one or more series of the Prior Bonds as of the date of delivery of the First Amended and Restated Bonds, if any, to transfer amounts to the Revenue Bond Account to pay interest on the First Amended and Restated Bonds on July 1, 2014, to pay costs of issuance of the First Amended and Restated Bonds, or to any other eligible fund or account or for any other eligible purpose, as described more particularly in certificates or documents delivered in conjunction with the delivery of the First Amended and Restated Bonds.

Section 5. Tax Matters.

5.01. General Covenants. The Issuer covenants and agrees with the owners from time to time of the First Amended and Restated Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the First Amended and Restated Bonds to become includable in gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its

powers to ensure that the interest on the First Amended and Restated Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations. The Projects and the System are each owned and maintained by the Issuer and available for use by members of the general public on a substantially equal basis. The Issuer agrees not to enter into any lease, use or other agreement with any non-governmental person relating to the use of the Projects or the System or security for the payment of the First Amended and Restated Bonds which might cause the First Amended and Restated Bonds to be considered “private activity bonds” or “private loan bonds” within the meaning of Section 141 of the Code.

5.02. Arbitrage Rebate. The City acknowledges that the First Amended and Restated Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Treasury Regulations to preserve the exclusion of interest on the First Amended and Restated Bonds from gross income for federal income tax purposes. In furtherance of the foregoing, the Mayor and the Finance Director/City Clerk are hereby authorized and directed to execute a Rebate Certificate, substantially in the form of the Rebate Certificate prepared by Bond Counsel and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

5.03. Certification. The Mayor and the City Clerk of the Issuer, being the officers of the Issuer charged with the responsibility for issuing the First Amended and Restated Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the DNRC certifications to satisfy the provisions of Sections 1.148-2(b) of the Treasury Regulations relating to a reasonable expectation that the proceeds of the First Amended and Restated Bonds will be used in a manner that will not cause them to be arbitrage bonds.

5.04. Information Reporting. The Issuer shall file with the Secretary of the Treasury, not later than May 15, 2014, a statement concerning the First Amended and Restated Bonds containing the information required by Section 149(e) of the Code.

5.05. “Qualified Tax-Exempt Obligations.” Pursuant to Section 265(b)(3)(B)(ii) of the Code, the Issuer hereby designates all of the First Amended and Restated Bonds as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The Issuer does not intend to designate any obligations in 2014 other than the First Amended and Restated Bonds and its First Amended and Restated Sewer System Revenue Bonds, which are issued simultaneously herewith, under Section 265(b)(3). The Issuer hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the Issuer and all “subordinate entities” of the Issuer in 2014 in an amount greater than \$10,000,000.

Section 6. Program Covenants. The Issuer agrees that (i) neither it nor any “related person” to the Issuer (within the meaning of Section 147(a)(2) of the Code) shall, whether pursuant to a formal or informal arrangement, acquire bonds issued by the State under the Trust Indenture for the Program in an amount related to the amount of the First Amended and Restated Bonds; and (ii) the issuance of the First Amended and Restated Bonds constitutes a “deemed” refunding of the Prior Bonds effective as of the date of delivery of the First Amended and Restated Bonds and for federal arbitrage purposes the DNRC shall be deemed to have relented the proceeds of the Prior Bonds under the Program to the Issuer effective as of such date.

Section 7. Certification and Effective Date.

7.01. Certification. The officers of the Issuer are authorized and directed to prepare and furnish to the DNRC and to the attorneys rendering an opinion as to the legality of the First Amended and Restated Bonds, certified copies of all ordinances, resolutions and records and such other certificates, affidavits and other instruments as may be required to evidence the validity, status of tax-exempt interest, or marketability of the First Amended and Restated Bonds and all such certified copies, certificates and affidavits shall constitute representations of the Issuer as to the truth of all statements of fact contained therein.

7.02. Effective Date. This resolution shall be in full force and effect from and after its passage. The amendments to the First Amended and Restated Bonds noted herein, however, shall be effective only from and after the date of delivery of the First Amended and Restated Bonds.

Adopted by the City Council of the City of Miles City, Montana, on this 10th day of December, 2013.

Mayor

Attest: _____
City Clerk

(SEAL)

APPENDIX A

[FORM OF FIRST AMENDED AND RESTATED SERIES 2008B BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF CUSTER

CITY OF MILES CITY

FIRST AMENDED AND RESTATED
WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2008B

No. R-2

\$1,924,000

FOR VALUE RECEIVED, THE CITY OF MILES CITY, MONTANA (the "City"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal sum of \$1,924,000, with interest on such amount from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the City shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) and twenty-five hundredths of one percent (0.25%), respectively, per annum. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date") commencing July 1, 2014. Each installment shall reflect an interest rate of three percent (3.00%) per annum and shall be in the amount set forth opposite its due date in Schedule A hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond constitutes a series in the maximum authorized principal amount of \$2,200,000 (the "Series 2008B Bond"), issued to finance a portion of the costs of designing and engineering certain improvements to the water system of the City (the "System"), to make a deposit to the Reserve and to pay costs of issuance of the Series 2008B Bond. The Series 2008B Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44 and

45, as amended, and resolutions duly adopted by the governing body of the City, including Ordinance No. 768, of the City adopted on August 14, 1973 (the "Original Ordinance"), as amended and supplemented by Resolution Nos. 2472, 2700, 3075, 3199, 3308, and _____, adopted by the City Council on May 8, 1990, January 23, 1996, August 23, 2005, February 12, 2008, November 10, 2009, and December 10, 2013, respectively (as so amended and supplemented, the "Ordinance"). The Series 2008B Bond is issuable only as a single, fully registered bond. The Series 2008B Bond is issued on a parity and is equally and ratably secured by the Net Revenues of the System with the City's First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2008D (the "Series 2008D Bond"), which is being issued simultaneously herewith, and the City's outstanding Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2008A (the "Series 2008A Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2008C (the "Series 2008C Bond"), and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the "Series 2009B Bond").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2008B Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2008A Bond, the Series 2008B Bond, the Series 2008C Bond, the Series 2008D Bond and the 2009B Bond (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the City, and the rights of the owners of the Series 2008B Bond.

The City may prepay the principal of the Series 2008B Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2008B Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Bonds, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the City within the meaning of any constitutional, statutory or charter limitation or provision.

The City may deem and treat the person in whose name this Series 2008B Bond is registered as the absolute owner hereof, whether this Series 2008B Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the City shall not be affected by any notice to the contrary.

This Series 2008B Bond has been designated by the Borrower as a "qualified tax-exempt obligation" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the City has fixed and established and will collect reasonable rates and charges for the services and facilities afforded by the water system of the City (the "System"), and has created a special Water System Fund into which the gross revenues of the System, including all additions thereto and replacements and improvements thereof, will be paid, and a separate and special Revenue Bond Account in that fund, into which will be paid each month, Net Revenues of the System then on hand (the gross revenues remaining after the payment of Operating Expenses of the System), in an amount equal to, in respect of Bonds that are payable semiannually, not less than the sum of one-sixth of the interest due within the next six months and one-twelfth of the principal due within the next twelve months, and, in respect of Bonds that are payable monthly, the amount of the monthly installment then due; that the City has established a Reserve Account (the "Reserve") with separate subaccounts therein, into which the City shall allocate and credit additional Net Revenues in amounts equal to the Initial Reserve Requirement and the General Reserve Requirement; that the Revenue Bond Account and the Reserve will be used only to pay the principal of, premium, if any, and interest on the Bonds issued pursuant to the authority herein recited, as more particularly described in the Resolution; that the rates and charges for the System will from time to time be made and kept sufficient to provide to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce in each fiscal year Net Revenues in excess of such current expenses equal to 125% of the principal and interest payable from the Revenue Bond Account in any subsequent fiscal year, to maintain the balance in the Reserve at the Reserve Requirement, to pay promptly the reasonable and current expenses of operating and maintaining the System, to pay the principal of and interest on any Subordinate Obligations and to provide reserves for the replacement and depreciation of the System; that additional Bonds and refunding Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Bonds upon certain conditions set forth in the Resolution but no obligation will be otherwise incurred and made payable from the Net Revenues, unless the lien thereof shall be expressly made subordinate to the lien of the Bonds and other additional Bonds on such Net Revenues; that all provisions for the security of this Series 2008B Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Series 2008B Bond a valid and binding special obligation of the City according to its terms have been done, do exist, have happened and have been performed as so required; and that this Series 2008B Bond and the premium, if any, and interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the City within the meaning of any constitutional, statutory or charter limitation or provision and the issuance of the Series 2008B Bond does not cause either the general or the special indebtedness of the City to exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, the City of Miles City, Montana, by its governing body, has caused this Bond to be executed by the signatures of its signatures of the Mayor and the City Clerk, and has caused the official seal of the City to be affixed hereto, and has caused this Bond to be dated as of the 29th day of January, 2014.

Mayor

(SEAL)

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Clerk, as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Issuer shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Issuer's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Miles City, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Clerk</u>
<u>January 29, 2014</u>	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND
REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Clerk of the City of Miles City, Montana, acting as Bond Registrar, has transferred, on the books of the Issuer, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____ the within Bond and does hereby
irrevocably constitute and appoint _____ attorney to transfer
the Bond on the books kept for the registration thereof, with full power of substitution in the
premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SCHEDULE A

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
-------------	------------------	-----------------	---	--	-------------------------------

APPENDIX B

[FORM OF FIRST AMENDED AND RESTATED SERIES 2008D BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF CUSTER

CITY OF MILES CITY

FIRST AMENDED AND RESTATED
WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2008D

No. R-2

\$1,977,000

FOR VALUE RECEIVED, THE CITY OF MILES CITY, MONTANA (the "City"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal sum of \$1,977,000, with interest on such amount from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the City shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) and twenty-five hundredths of one percent (0.25%), respectively, per annum. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date") commencing July 1, 2014. Each installment shall reflect an interest rate of three percent (3.00%) per annum and shall be in the amount set forth opposite its due date in Schedule A hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond constitutes a series in the maximum authorized principal amount of \$2,200,000 (the "Series 2008D Bond"), issued to finance a portion of the costs of designing and engineering certain improvements to the water system of the City (the "System"), to make a deposit to the Reserve and to pay costs of issuance of the Series 2008D Bond. The Series 2008D Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44 and

45, as amended, and resolutions duly adopted by the governing body of the City, including Ordinance No. 768, of the City adopted on August 14, 1973 (the "Original Ordinance"), as amended and supplemented by Resolution Nos. 2472, 2700, 3075, 3199, 3308, and _____, adopted by the City Council on May 8, 1990, January 23, 1996, August 23, 2005, February 12, 2008, November 10, 2009, and December 10, 2013, respectively (as so amended and supplemented, the "Ordinance"). The Series 2008D Bond is issuable only as a single, fully registered bond. The Series 2008D Bond is issued on a parity and is equally and ratably secured by the Net Revenues of the System with the City's First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2008B (the "Series 2008B Bond"), which is being issued simultaneously herewith, and the City's outstanding Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2008A (the "Series 2008A Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2008C (the "Series 2008C Bond"), and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the "Series 2009B Bond").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2008D Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2008A Bond, the Series 2008B Bond, the Series 2008C Bond, the Series 2008D Bond and the 2009B Bond (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the City, and the rights of the owners of the Series 2008D Bond.

The City may prepay the principal of the Series 2008D Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2008D Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Bonds, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the City within the meaning of any constitutional, statutory or charter limitation or provision.

The City may deem and treat the person in whose name this Series 2008D Bond is registered as the absolute owner hereof, whether this Series 2008D Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the City shall not be affected by any notice to the contrary.

This Series 2008D Bond has been designated by the Borrower as a "qualified tax-exempt obligation" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the City has fixed and established and will collect reasonable rates and charges for the services and facilities afforded by the water system of the City (the "System"), and has created a special Water System Fund into which the gross revenues of the System, including all additions thereto and replacements and improvements thereof, will be paid, and a separate and special Revenue Bond Account in that fund, into which will be paid each month, Net Revenues of the System then on hand (the gross revenues remaining after the payment of Operating Expenses of the System), in an amount equal to, in respect of Bonds that are payable semiannually, not less than the sum of one-sixth of the interest due within the next six months and one-twelfth of the principal due within the next twelve months, and, in respect of Bonds that are payable monthly, the amount of the monthly installment then due; that the City has established a Reserve Account (the "Reserve") with separate subaccounts therein, into which the City shall allocate and credit additional Net Revenues in amounts equal to the Initial Reserve Requirement and the General Reserve Requirement; that the Revenue Bond Account and the Reserve will be used only to pay the principal of, premium, if any, and interest on the Bonds issued pursuant to the authority herein recited, as more particularly described in the Resolution; that the rates and charges for the System will from time to time be made and kept sufficient to provide to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce in each fiscal year Net Revenues in excess of such current expenses equal to 125% of the principal and interest payable from the Revenue Bond Account in any subsequent fiscal year, to maintain the balance in the Reserve at the Reserve Requirement, to pay promptly the reasonable and current expenses of operating and maintaining the System, to pay the principal of and interest on any Subordinate Obligations and to provide reserves for the replacement and depreciation of the System; that additional Bonds and refunding Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Bonds upon certain conditions set forth in the Resolution but no obligation will be otherwise incurred and made payable from the Net Revenues, unless the lien thereof shall be expressly made subordinate to the lien of the Bonds and other additional Bonds on such Net Revenues; that all provisions for the security of this Series 2008D Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Series 2008D Bond a valid and binding special obligation of the City according to its terms have been done, do exist, have happened and have been performed as so required; and that this Series 2008D Bond and the premium, if any, and interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the City within the meaning of any constitutional, statutory or charter limitation or provision and the issuance of the Series 2008D Bond does not cause either the general or the special indebtedness of the City to exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, the City of Miles City, Montana, by its governing body, has caused this Bond to be executed by the signatures of its signatures of the Mayor and the City Clerk, and has caused the official seal of the City to be affixed hereto, and has caused this Bond to be dated as of the 29th day of January, 2014.

Mayor

(SEAL)

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Clerk, as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Issuer shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Issuer's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Miles City, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Clerk</u>
<u>January 29, 2014</u>	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND
REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Clerk of the City of Miles City, Montana, acting as Bond Registrar, has transferred, on the books of the Issuer, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____ the within Bond and does hereby
irrevocably constitute and appoint _____ attorney to transfer
the Bond on the books kept for the registration thereof, with full power of substitution in the
premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SCHEDULE A

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
-------------	------------------	-----------------	---	--	-------------------------------

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Miles City, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____ entitled: "RESOLUTION RELATING TO FIRST AMENDED AND RESTATED WATER SYSTEM REVENUE BONDS (DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM); AMENDING AUTHORIZING RESOLUTION ADOPTED FEBRUARY 12, 2008 AND BONDS" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on December 10, 2013, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this ___ day of December, 2013.

City Clerk

RESOLUTION NO. 3653

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF CERTAIN LEASES FROM KENNETH R. STABLER AND ALANE L. STABLER TO BORDER STEEL & RECYCLING, INC., A MONTANA CORPORATION.

WHEREAS, Kenneth R. Stabler and Alane L. Stabler are the lessees and tenants of certain real property located in the “Industrial Site” in Custer County, Montana, owned by the City of Miles City, described as follows:

Lots 9, 10, 11, 12, 14, 15, and 24 of Tract “E” of the Industrial Site west of Miles City, Montana;

AND WHEREAS the foregoing described real property are leased under two separate lease agreements, with Lots 14, 15, and 24 being leased under an agreement dated October 28, 2003, and approved by Resolution 2992; and with Lots 9, 10, 11 and 12 being leased under an agreement dated June 30, 2005, and approved by Resolution 3060;

AND WHEREAS each of the foregoing leases expired on June 30, 2013, and each lease contains an option to renew for an additional 10 year term, which expire on June 30, 2023, and the lessees, having exercised such option to renew, are entitled to lease the above described property until June 30, 2023;

AND WHEREAS the lessees wish to assign the leases described herein to Border Steel & Recycling Inc., a Montana corporation, of Glendive, Montana;

AND WHEREAS the lease agreements require the consent of the City of Miles City prior to the assignment of said leases;

AND WHEREAS the City of Miles City finds that the proposed assignee is reputable, and that the assignment of the leases should be allowed;

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

1. The City of Miles City hereby approves of the assignment of the above described leases from Kenneth R. Stabler and Alane L. Stabler to Border Steel & Recycling, a Montana Corporation, and authorizes the Mayor to execute the Assignment of Lease attached hereto as Exhibit “A.”

2. The assignment attached hereto as Exhibit "A" shall not be effective until executed by all parties, and in the event the assignment is not fully executed, and until such time as the assignment is fully executed, Kenneth R. Stabler and Alane L. Stabler shall remain the responsible parties for the leasehold, as shall remain the lessees and tenants of said property.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,
MONTANA, THIS 10TH DAY OF DECEMBER, 2013.**

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit "A"

ASSIGNMENT OF LEASE

This assignment is made between Kenneth R. Stabler and Alene L. Stabler, of 8114 Valley Drive East, Miles City, Montana, hereinafter referred to as "Assignors," and Border Steel & Recycling, Inc., a Montana Corporation, of 2701 West Towne Street, Glendive, Montana 59330.

RECITALS

WHEREAS, Kenneth R. Stabler and Alane L. Stabler are the lessees and tenants of certain real property located in the "Industrial Site" in Custer County, Montana, owned by the City of Miles City, described as follows:

Lots 9, 10, 11, 12, 14, 15, and 24 of Tract "E" of the Industrial Site west of Miles City, Montana;

AND WHEREAS the foregoing described real property are leased under two separate lease agreements, with Lots 14, 15, and 24 being leased under an agreement dated October 28, 2003, and approved by Resolution 2992; and with Lots 9, 10, 11 and 12 being leased under an agreement dated June 30, 2005, and approved by Resolution 3060;

AND WHEREAS each of the foregoing leases expired on June 30, 2013, and each lease contains an option to renew for an additional 10 year term, which expire on June 30, 2023, and the lessees, having exercised such option to renew, are entitled to lease the above described property until June 30, 2023;

AND WHEREAS Assignors wish to assign the leases described herein to Border Steel & Recycling Inc., a Montana corporation, of Glendive, Montana;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Assignment.** The above referenced leases, pertaining to the above described real property, are hereby assigned to Border Steel & Recycling, Inc., a Montana corporation, of Glendive, Montana.
2. **Effective Date.** The effective date of this assignment shall be the date in which this document is fully executed by the parties, and approved by the City of Miles City.
3. **Deposit with City of Miles City.** A fully executed copy of this assignment shall be deposited with the City Clerk of the City of Miles City, Montana, promptly upon execution.

4. **Passage of Resolution 3653.** This assignment shall not be effective unless the City Council of the City of Miles City, Montana has passed Resolution 3653, a Resolution Authorizing the Assignment of Certain Leases from Kenneth R. Stabler and Alane L. Stabler to Border Steel & Recycling, Inc., a Montana Corporation.

5. **Assumption of Obligations.** Assignee agrees to assume all obligations and responsibilities of the lease agreements which are being assigned herein, and to adhere to all provisions contained therein. Assignee has reviewed both lease documents, is familiar with the contents thereof, and hereby knowingly and intelligently assumes all obligations contained therein.

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

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease this _____ day of January, 2014.

ASSIGNORS

Kenneth R. Stabler

Alane L. Stabler

ASSIGNEE

Border Steel & Recycling, Inc.

By: _____
_____, President

ATTEST

_____, Secretary

The City of Miles City approves of and consents to the foregoing assignment:

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

Page: 1 of 16
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
123286	73488S	2914 TOURISM BUSINESS IMPROVEMENT		15,738.00					
1	113013	11/30/13 TOURISM BUS IMP DISTRICT		15,738.00			7370 212500		101000
123287	73489S	2910 TONGUE RIVER ELECTRIC		447.52					
1	11/30/13	SOUTHGATE LIGHTING CHARGES		401.84			2450 51 430263	341	101000
2	11/30/13	911 POWER & TOWER LIGHTS		45.68		16870	2850 105 420140	341	101000
123289	73485S	2450 POSTMASTER (UTILITIES)		940.00					
1	122844	11/30/13 WATER/SEWER BILLS:POSTAGE		470.00			5210 25 430510	311	101000
2	122844	11/30/13 WATER/SEWER BILLS:POSTAGE		470.00			5310 29 430610	311	101000
123290	73490S	368 TUMBLEWOOD DEVELOPMENT INC		2,750.00					
1	88	11/30/13 SANITARIAN CONTRACT SERV		2,750.00			2270 37 440140	350	101000
123291	73491S	721 DALES CLEANING SERVICE		875.00					
1	11/30/13	CLEANING SERVICES: LIBRARY		325.00		17036	2220 16 460100	360	101000
2	11/30/13	CLEANING SERVICES: CITY HALL		550.00		17716	1000 8 411230	360	101000
123292	73492S	1535 LUCAS & TONN PC		100.00					
1	112513	11/30/13 WESTLAW SERVICE		100.00			1000 4 411100	350	101000
123293	73493S	4022 MARILYNN FORMAN		350.00					
1	1113	11/30/13 PD CLEANING SERVICES		350.00		17542	1000 5 420140	350	101000
123294	73466S	1721 MID RIVERS TELEPHONE CORP		3,452.40					
November 1, 2013 bill									
1	11/30/13	TELEPHONE/INTERNET/CABLE/Judge		35.95*		16083	1000 6 410300	345	101000
2	11/30/13	TELEPHONE/INTERNET/CABLE/Judge		71.55		16083	1000 6 410300	347	101000
3	11/30/13	TELEPHONE/INTERNET/CABLE/Libry		36.83		17031	2220 16 460100	345	101000
4	11/30/13	TELEPHONE/INTERNET/CABLE/Libry		22.24		17031	2220 16 460100	347	101000
5	11/30/13	TELEPHONE/INTERNET/CABLE/ 911		287.20		16863	1000 5 420160	345	101000
6	11/30/13	TELEPHONE/INTERNET/CABLE/child		338.69		17529	1000 5 420140	220	101000
7	11/30/13	TELEPHONE/INTERNET/CABLE/rsvp		124.00		16181	2985 15 450330	345	101004
8	11/30/13	TELEPHONE/INTERNET/CABLE/Airpt		92.59			5610 87 430300	345	101000
9	11/30/13	TELEPHONE/INTERNET/CABLE/Airpt		36.74			5610 87 430300	319	101000
10	11/30/13	TELEPHONE/INTERNET/CABLE/Airpt		37.60			5610 87 430300	347	101000
11	11/30/13	TELEPHONE/INTERNET/sm pool		0.00			1000 14 460445	345	101000
12	11/30/13	TELEPHONE/INTERNET/CABLE/LD		43.39			1000 1 410200	345	101000
13	11/30/13	TELEPHONE/INTERNET/CABLE/LD		64.93			1000 3 410500	345	101000
14	11/30/13	TELEPHONE/INTERNET/CABLE/LD		19.52			1000 3 410500	347	101000
15	11/30/13	TELEPHONE/INTERNET/CABLE/LD		17.04			1000 4 411100	345	101000

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
16	11/30/13	TELEPHONE/INTERNET/CABLE/LD	325.51			1000 5 420140	345	101000
17	11/30/13	TELEPHONE/INTERNET/CABLE/LD	65.60			1000 5 420140	347	101000
18	11/30/13	TELEPHONE/INTERNET/CABLE/LD	323.61			1000 5 420160	345	101000
19	11/30/13	TELEPHONE/INTERNET/CABLE/LD	174.24			1000 7 420460	345	101000
20	11/30/13	TELEPHONE/INTERNET/CABLE/LD	135.60			1000 7 420460	347	101000
21	11/30/13	TELEPHONE/INTERNET/CABLE/LD	17.04			1000 9 410540	345	101000
22	11/30/13	TELEPHONE/INTERNET/CABLE/LD	53.10			1000 13 460433	345	101000
23	11/30/13	TELEPHONE/INTERNET/CABLE/LD	37.60			1000 13 460433	347	101000
24	11/30/13	TELEPHONE/INTERNET/CABLE/LD	40.03			1000 21 440600	345	101000
25	11/30/13	TELEPHONE/INTERNET/CABLE/LD	89.97			1000 36 411020	345	101000
26	11/30/13	TELEPHONE/INTERNET/CABLE/LD	26.36			2394 18 420531	345	101000
27	11/30/13	TELEPHONE/INTERNET/CABLE/LD	79.88			2510 107 430220	345	101000
28	11/30/13	TELEPHONE/INTERNET/CABLE/LD	45.20			2520 108 430220	345	101000
29	11/30/13	TELEPHONE/INTERNET/CABLE/LD	88.65			5210 22 430530	345	101000
30	11/30/13	TELEPHONE/INTERNET/CABLE/LD	80.25			5210 22 430530	347	101000
31	11/30/13	TELEPHONE/INTERNET/CABLE/LD	49.36			5210 23 430550	345	101000
32	11/30/13	TELEPHONE/INTERNET/CABLE/LD	11.40			5210 23 430550	347	101000
33	11/30/13	TELEPHONE/INTERNET/CABLE/LD	59.54			5210 25 430510	345	101000
34	11/30/13	TELEPHONE/INTERNET/CABLE/LD	19.52			5210 25 430510	347	101000
35	11/30/13	TELEPHONE/INTERNET/CABLE/LD	59.52			5310 29 430610	345	101000
36	11/30/13	TELEPHONE/INTERNET/CABLE/LD	19.51			5310 29 430610	347	101000
37	11/30/13	TELEPHONE/INTERNET/CABLE/LD	49.35			5310 31 430630	345	101000
38	11/30/13	TELEPHONE/INTERNET/CABLE/LD	11.40			5310 31 430630	347	101000
39	11/30/13	TELEPHONE/INTERNET/CABLE/LD	47.39			5310 33 430640	345	101000
40	11/30/13	TELEPHONE/INTERNET/CABLE/LD	45.60			5310 33 430640	347	101000
41	11/30/13	TELEPHONE/INTERNET/CABLE/LD	121.83			5510 10 420730	345	101000
42	11/30/13	TELEPHONE/INTERNET/CABLE/LD	28.24			5510 10 420730	347	101000
43	11/30/13	TELEPHONE/INTERNET/CABLE/LD	50.48			6040 910 430220	345	101000
44	11/30/13	TELEPHONE/INTERNET/CABLE/LD	68.35*			6040 910 430220	347	101000
123296	73474S	1970 MONTANA DAKOTA UTILITIES	28,532.60					
1	11/30/13	GAS/ELECTRIC	219.74		16993	1000 7 420460	341	101000
2		GAS/ELECTRIC	42.50		16993	1000 7 420460	344	101000
3		GAS/ELECTRIC	253.41			1000 8 411230	341	101000
4		GAS/ELECTRIC	239.97			1000 8 411230	344	101000
5		GAS/ELECTRIC	511.44			1000 13 460433	341	101000
6		GAS/ELECTRIC	207.93			1000 13 460433	344	101000
7		GAS/ELECTRIC	41.15			1000 14 460445	341	101000
8		GAS/ELECTRIC	23.78			1000 21 440600	341	101000
9		GAS/ELECTRIC	29.15			1000 21 440600	344	101000
10		GAS/ELECTRIC	9,026.15			2400 46 430263	341	101000
11		GAS/ELECTRIC	4,215.50			2400 46 430263	533	101000

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

Page: 3 of 16
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
12		GAS/ELECTRIC	1,656.56			2420 48 430263	341	101000
13		GAS/ELECTRIC	667.90			2420 48 430263	533	101000
14		GAS/ELECTRIC	117.64			2430 49 430263	341	101000
15		GAS/ELECTRIC	1,060.21			2440 50 430263	341	101000
16		GAS/ELECTRIC	250.90			2470 72 430263	341	101000
17		GAS/ELECTRIC	304.12			2470 72 430263	533	101000
18		GAS/ELECTRIC	49.17			2480 47 430263	341	101000
19		GAS/ELECTRIC	85.51			2510 107 430220	341	101000
20		GAS/ELECTRIC	38.40			2510 107 430220	344	101000
21		GAS/ELECTRIC	6.42			2520 108 430220	341	101000
22		GAS/ELECTRIC	9.60			2520 108 430220	344	101000
23		GAS/ELECTRIC	2,909.62			5210 22 430530	341	101000
24		GAS/ELECTRIC	953.85			5210 22 430530	344	101000
25		GAS/ELECTRIC	16.06			5210 23 430550	341	101000
26		GAS/ELECTRIC	24.00			5210 23 430550	344	101000
27		GAS/ELECTRIC	16.06			5310 31 430630	341	101000
28		GAS/ELECTRIC	24.00			5310 31 430630	344	101000
29		GAS/ELECTRIC	899.37			5310 32 430690	341	101000
30		GAS/ELECTRIC	49.66			5310 32 430690	344	101000
31		GAS/ELECTRIC	4,014.11			5310 33 430640	341	101000
32		GAS/ELECTRIC	165.76		16993	5510 10 420730	341	101000
33		GAS/ELECTRIC	32.06		16993	5510 10 420730	344	101000
34		GAS/ELECTRIC	208.05			6040 910 430220	341	101000
35		GAS/ELECTRIC	162.85			6040 910 430220	344	101000
123297	73464S	671 CUSTER COUNTY TREASURER	23.00					
1		11/30/13 LICENSE PLATES FOR POLARIS	23.00		17143	1000 7 420460	220	101000
123298	73463S	999999 AVI SYSTEMS	6,013.00					
1		110613 11/30/13 PRE-PMT INVOICE: WEB CAM SYSTE	6,013.00*		16085	1000 6 410300	214	101000
123299	73465S	523 CITY SERVICE, INC.	36,991.00					
1		808991 11/30/13 TERMINAL MAINTENANCE	16.00		17603	5610 87 430300	230	101000
2		808678 11/30/13 10,000 GAL JET A	36,975.00		17603	5610 87 430300	237	101000
123300	73467S	373 MASTERCARD	24,490.82					
1		11/30/13 POSTAGE	11.57			1000 3 410500	311	101000
2		11/30/13 BOOKS	12.67			1000 3 410500	382	101000
3		11/30/13 SM ITEMS OF EQUIP	2,118.33			1000 5 420140	214	101000
4		11/30/13 OP EXP	1,296.14			1000 5 420140	220	101000
5		11/30/13 R & M SUPPLIES	843.82			1000 5 420140	230	101000
6		11/30/13 POSTAGE	22.43			1000 5 420140	311	101000

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

Page: 4 of 16
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7	11/30/13	R & M VEHICLES		457.06			1000 5 420140	366	101000
8	11/30/13	TRAVEL		438.07			1000 5 420140	370	101000
9	11/30/13	OFF SUPPLIES		185.53			1000 5 420160	210	101000
10	11/30/13	TRAVEL		267.92*			1000 5 420160	370	101000
11	11/30/13	OFFICE SUPPLIES		37.01			1000 6 410300	210	101000
12	11/30/13	OP EXP		105.09			1000 7 420460	220	101000
13	11/30/13	R & M SUPPLIES		506.11			1000 7 420460	230	101000
14	11/30/13	GAS/OIL/ETC.		51.75			1000 7 420460	231	101000
15	11/30/13	TELEPHONE		100.00			1000 7 420460	345	101000
16	11/30/13	R & M VEHICLES		1,650.00			1000 7 420460	364	101000
17	11/30/13	OP EXP		185.94			1000 8 411230	220	101000
18	11/30/13	SM ITEMS OF EQUIP		116.90			1000 13 460433	214	101000
19	11/30/13	OP EXP		48.00			1000 13 460433	220	101000
20	11/30/13	R & M SUPPLIES		376.13			1000 13 460433	230	101000
21	11/30/13	R & M VEHICLES		444.89			1000 13 460433	363	101000
22	11/30/13	TRAINING		26.77			1000 13 460433	380	101000
23	11/30/13	OP EXP		65.35			1000 21 440600	220	101000
24	11/30/13	OFF SUPP		93.29			1000 36 411020	210	101000
25	11/30/13	SM ITEMS OF EQUIP		5.88			1000 36 411020	214	101000
26	11/30/13	OFF SUPP		215.23*			1000 201 431200	210	101000
27	11/30/13	POSTAGE		780.56			1000 201 431200	311	101000
28	11/30/13	TRAINING		70.00			1000 201 431200	380	101000
29	11/30/13	POSTAGE		95.76			2220 16 460100	311	101000
30	11/30/13	PRINTING		214.99			2220 16 460100	320	101000
31	11/30/13	BOOKS		121.16			2220 16 460100	382	101000
32	11/30/13	OFF SUPP		116.08			2394 18 420531	210	101000
33	11/30/13	SM ITEMS OF EQUIP		119.99			2394 18 420531	214	101000
34	11/30/13	MEMBERSHIPS ETC		125.00			2394 18 420531	334	101000
35	11/30/13	OFF SUPP		183.30			2510 107 430220	210	101000
36	11/30/13	OP EXP		94.37			2510 107 430220	220	101000
37	11/30/13	R & M SUPPLIES		83.09			2510 107 430220	230	101000
38	11/30/13	GAS/OIL		28.72			2510 107 430220	231	101000
39	11/30/13	POSTAGE		4.56			2510 107 430220	311	101000
40	11/30/13	PUBLICITY		76.00			2510 107 430220	330	101000
41	11/30/13	R & M VEHICLES		840.58			2510 107 430220	363	101000
42	11/30/13	OFF SUPP		45.81			2520 108 430220	210	101000
43	11/30/13	OP EXP		23.59			2520 108 430220	220	101000
44	11/30/13	R & M SUPPLIES		20.78			2520 108 430220	230	101000
45	11/30/13	GAS/OIL		7.19			2520 108 430220	231	101000
46	11/30/13	POSTAGE		1.13			2520 108 430220	311	101000
47	11/30/13	PUBLICITY		19.00			2520 108 430220	330	101000
48	11/30/13	R & M VEHICLES		210.14			2520 108 430220	363	101000

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

Page: 5 of 16
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
49	11/30/13	TRAVEL		450.00			2850 105 420140	370	101000
50	11/30/13	OFF SUPP		73.24			2880 41 460100	210	101030
51	11/30/13	TRAINING		88.95			2880 41 460100	380	101030
52	11/30/13	TRAVEL		273.64			2935 11 460461	370	101000
53	11/30/13	OP EXP		250.01			2985 15 450330	220	101004
54	11/30/13	OP EXP		58.37			5210 22 430530	220	101000
55	11/30/13	R & M SUPPLIES		166.93			5210 22 430530	230	101000
56	11/30/13	GAS/OIL		22.96			5210 22 430530	231	101000
57	11/30/13	R & M VEHICLES		45.33			5210 22 430530	363	101000
58	11/30/13	TRAINING		26.77			5210 22 430530	380	101000
59	11/30/13	OFF SUPP		154.76			5210 23 430550	210	101000
60	11/30/13	OP EXP		66.99			5210 23 430550	220	101000
61	11/30/13	POSTAGE		3.38			5210 23 430550	311	101000
62	11/30/13	R & M SUPPLIES		1,095.11			5210 23 430550	230	101000
63	11/30/13	HYDRANT REPLACEMENT		64.16			5210 23 430550	234	101000
64	11/30/13	CURB STOP REPLACEMENT		2,795.86			5210 23 430550	235	102270
65	11/30/13	R & M VEHICLES		625.98			5210 23 430550	363	101000
66	11/30/13	POSTAGE		11.57			5210 25 430510	311	101000
67	11/30/13	BOOKS		12.67*			5210 25 430510	382	101000
68	11/30/13	OP EXP		58.36			5210 80 430540	220	101000
69	11/30/13	CHEMICALS		424.71			5210 80 430540	222	101000
70	11/30/13	R & M SUPPLIES		166.93			5210 80 430540	230	101000
71	11/30/13	GAS/OIL		26.84			5210 80 430540	231	101000
72	11/30/13	POSTAGE		0.86			5210 80 430540	311	101000
73	11/30/13	POSTAGE		11.57			5310 29 430610	311	101000
74	11/30/13	BOOKS		12.66*			5310 29 430610	382	101000
75	11/30/13	OFF SUPP		154.75			5310 31 430630	210	101000
76	11/30/13	OP EXP		30.48			5310 31 430630	220	101000
77	11/30/13	R & M SUPPLIES		195.50			5310 31 430630	230	101000
78	11/30/13	R & M VEHICLES		625.98			5310 31 430630	363	101000
79	11/30/13	POSTAGE		3.39			5310 31 430630	311	101000
80	11/30/13	OP EXP		84.18			5310 32 430690	220	101000
81	11/30/13	R & M SUPPLIES		3.11			5310 32 430690	230	101000
82	11/30/13	GAS/OIL		62.43			5310 32 430690	231	101000
83	11/30/13	OP EXP		72.79			5310 33 430640	220	101000
84	11/30/13	CHEMICALS/LAB		175.22			5310 33 430640	222	101000
85	11/30/13	R & M SUPPLIES		70.75			5310 33 430640	230	101000
86	11/30/13	GAS/OIL		31.29			5310 33 430640	231	101000
87	11/30/13	POSTAGE		2.52			5310 33 430640	311	101000
88	11/30/13	LAB TESTING		142.95			5310 33 430640	352	101000
89	11/30/13	R & M VEHICLES		68.15			5310 33 430640	363	101000
90	11/30/13	MEDICAL SUPPLIES		651.73			5510 10 420730	222	101000

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
91	11/30/13	GAS/OIL	21.23					
92	11/30/13	TELEPHONE	87.57			5510 10 420730	231	101000
93	11/30/13	SM ITEMS OF EQUIP	995.30			5510 10 420730	345	101000
94	11/30/13	OP EXP	69.98			6040 910 430220	214	101000
95	11/30/13	OP EXP	989.23			6040 910 430220	220	101000
						5610 87 430300	220	101000
123301	73468S	2830 STAR PRINTING & SUPPLY	648.84					
1	11/30/13	OFFICE SUPPLIES	89.34			1000 3 410500	210	101000
2	11/30/13	OFFICE SUPPLIES	89.34			5210 25 430510	210	101000
3	11/30/13	OFFICE SUPPLIES	89.33			5310 29 430610	210	101000
4	11/30/13	OP EXP	150.80		16082	1000 6 410300	220	101000
5	11/30/13	PRINTING	52.89		16988	5510 10 420730	320	101000
6	11/30/13	OP EXP	47.49		16184	2985 15 450330	220	101004
7	11/30/13	OFFICE SUPPLIES	39.05		17032	2220 16 460100	210	101000
8	11/30/13	PRINTING	90.60		17032	2220 16 460100	320	101000
123302	73469S	394 BOSS INC	751.26					
1	VARIOUS 11/30/13	OFFICE SUPPLIES	129.62			1000 3 410500	210	101000
2	VARIOUS 11/30/13	OFFICE SUPPLIES	129.62			5210 25 430510	210	101000
3	VARIOUS 11/30/13	OFFICE SUPPLIES	129.62			5310 29 430610	210	101000
4	VARIOUS 11/30/13	OFFICE SUPPLIES	41.38*			1000 4 411100	210	101000
5	VARIOUS 11/30/13	SM ITEMS OF EQUIP	42.50		17285	1000 36 411020	214	101000
6	VARIOUS 11/30/13	OFFICE SUPPLIES	98.14		16084	1000 6 410300	210	101000
7	VARIOUS 11/30/13	OP EXP	137.88		16856	1000 5 420160	220	101000
8	VARIOUS 11/30/13	OP EXP	42.50		16180	2985 15 450330	220	101004
123303	73470S	2831 MILES CITY STAR ADVERTISING	450.00					
1	VARIOUS 11/30/13	PRINTING/PUBLICATION	120.67			1000 3 410500	330	101000
2	VARIOUS 11/30/13	PRINTING/PUBLICATION	120.67			5210 25 430510	330	101000
3	VARIOUS 11/30/13	PRINTING/PUBLICATION	120.66			5310 29 430610	330	101000
4	VARIOUS 11/30/13	PRINTING/PUBLICATION	88.00		17707	1000 201 431200	331	101000
123304	73472S	1010 STOCKMAN BANK	152.33					
1	11/30/13	NSF: TAMI OR JOHN DAVIES	76.17			5210 25 430510	810	101000
2	11/30/13	NSF: TAMI OR JOHN DAVIES	76.16			5310 29 430610	810	101000
123305	73473S	1010 STOCKMAN BANK	154.00					
1	11/30/13	NSF: STEPHANIE PETROF	77.00			5210 25 430510	810	101000
2	11/30/13	NSF: STEPHANIE PETROF	77.00			5310 29 430610	810	101000

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

Page: 7 of 16
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
123306	73475S	489 CENTURY COMPANIES		56,628.00					
		REMOVE AND REPL CONCRETE ON DESIGNATED AREAS OF STREET ALONG 8TH AND STOWER							
1	11228	11/30/13 CURB & GUTTER REPL		56,628.00		17708	2510 107 430233	350	101000
123307	73476S	771 DEPT OF REVENUE		572.00					
1	11228	11/30/13 CENTURY COMPANIES 1% OF 57,200		572.00		17709	2510 107 430233	350	101000
123308	73477S	572 VERIZON WIRELESS		262.99					
1	9714510119	11/30/13 ICAC CELL PHONE		262.99		17535	1000 5 420140	220	101000
123309	73478S	4019 WEX Bank		13,253.66					
1	34722447	11/30/13 FUEL		673.57		17704	1000 13 460433	231	101000
2	34722447	11/30/13 FUEL		33.16		17704	1000 201 431200	370	101000
3	34722447	11/30/13 FUEL		3,730.05		17704	2510 107 430220	231	101000
4	34722447	11/30/13 FUEL		932.51		17704	2520 108 430220	231	101000
5	34722447	11/30/13 FUEL		79.08		17704	6040 910 430220	231	101000
6	34722447	11/30/13 FUEL		101.19		17420	5210 22 430530	231	101000
7	34722447	11/30/13 FUEL		118.27		17420	5210 80 430540	231	101000
8	34722447	11/30/13 FUEL		275.11		17420	5310 32 430690	231	101000
9	34722447	11/30/13 FUEL		137.87		17420	5310 33 430640	231	101000
10	34722447	11/30/13 FUEL		981.23		16994	5510 10 420730	231	101000
11	34722447	11/30/13 FUEL		664.17		16994	1000 7 420460	231	101000
12	34722447	11/30/13 FUEL		2,705.75		17531	1000 5 420140	231	101000
13	34722447	11/30/13 FUEL		91.96		17531	1000 21 440600	231	101000
14	34722447	11/30/13 FUEL		188.46		17531	1000 5 420160	231	101000
15	34722447	11/30/13 FUEL		808.76		17804	5210 23 430550	231	101000
16	34722447	11/30/13 FUEL		808.76		17804	5310 31 430630	231	101000
17	34722447	11/30/13 FUEL		923.76*		17804	5610 87 430300	231	101000
123310	73481S	4015 WILLIAMS BROTHERS CONSTRUCTION		28,157.63					
1	8	11/30/13 INFLUENT BLDG		28,157.63		17806	5310 33 430640	940	101000
123311	73479S	771 DEPT OF REVENUE		284.42					
		1% OF \$284.42 - WILLIAMS BROTHERS; INFLUENT BUILDING							
1	8	11/30/13 WILLIAMS BROS 1% W/H		284.42		17807	5310 33 430640	940	101000
123312	73480S	4045 LAND SOLUTIONS, INC.		3,055.74					
1	102613	11/30/13 CONSULTING SERVICES		3,055.74		15921	1000 36 411020	350	101000

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

Page: 8 of 16
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
123313	73482S	1970 MONTANA DAKOTA UTILITIES	466.46					
1	11/30/13	ELECTRICITY/GAS	345.67		17034	2220 16 460100	341	101000
2	11/30/13	ELECTRICITY/GAS	120.79		17034	2220 16 460100	344	101000
123314	73483S	4009 PITNEY BOWES RESERVE ACCOUNT	1,000.00					
1	coupon #5	11/30/13 POSTAGE MACHINE REFILL	1,000.00		17141	1000 3 410500	311	101000
123315	73494S	4008 PITNEY BOWES	45.48					
1	564728	11/30/13 SUPPLIES	15.16			1000 3 410500	311	101000
	2167726							
2	564728	11/30/13 SUPPLIES	15.16			5210 25 430510	311	101000
	2167726							
3	564728	11/30/13 SUPPLIES	15.16			5310 29 430610	311	101000
	2167726							
123316	73484S	999999 MONTANA DEPT. OF TRANSPORTATION	64.50					
1	3925A	11/30/13 REFUND:PD TO US IN ERROR	64.50		17148	1000 362020		101000
123336	73495S	999999 DAWN COLTON	23.00					
1	11/30/13	TRAVEL:CTAP TRAINING	23.00		15922	1000 36 411020	370	101000
123337	73496S	999999 KATE LINCOLN-SERENITY YOGA	84.00					
1	112113	11/30/13 YOGA CLASSES-NOV	84.00*		17037	2880 43 460100	350	101003
123338	73497S	999999 DATRUE PROCESS AUTOMATION	5,480.63					
1	52123	11/30/13 BAL DUE FOR ST. VIEW SCAN II	5,480.63		17035	4000 501 410100	940	101000
123339	73498S	4045 LAND SOLUTIONS, INC.	2,138.50					
1	112713	11/30/13 PLANNING CONSULTANT	2,138.50		15923	1000 36 411020	350	101000
123340	73499S	523 CITY SERVICE, INC.	18,628.38					
1	810838	11/30/13 TERMINAL MAINTENANCE	16.00		17610	5610 87 430300	230	101000
2	809794	11/30/13 TRUCK LEASE	1,850.00		17610	5610 87 430300	360	101000
3	809794	11/30/13 4002 GAL 100 LL	16,762.38		17610	5610 87 430300	237	101000
123341	73500S	1424 KRUTZFELDT & JONES LLP	87.50					
1	14333	11/30/13 PROFESSIONAL SERVICES	87.50		17614	5610 87 430300	350	101000

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

Page: 9 of 16
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
123342	73501S	636 CRIDCO, LLC		24.00					
1	52139	11/30/13 WATER		24.00		17613	5610 87 430300	230	101000
123343	73502S	999999 CHARLES MOORE INC.		1,545.00					
1	205760	11/30/13 REINFORCE SNOW PLOW BLADE		1,545.00		17611	5610 87 430300	360	101000
123344	73503S	999999 DAN DECKER		50.50					
1	11/30/13	CDL REIMBURSEMENT		50.50		17715	6040 910 430220	220	101000
123345	73504S	2221 NEWMAN TRAFFIC SIGNS		62.32					
1	T10268360	11/30/13 FILM		49.86		17713	2510 107 430220	242	101000
2	TI0268360	11/30/13 FILM		12.46		17713	2520 108 430220	242	101000
123346	73505S	1890 DEPT HEALTH & HUMAN SERV		200.00					
1	P10601	11/30/13 LICENSE RENEW WIBAUX PK POOL		200.00		17712	1000 13 460433	220	101000
123347	73506S	1533 LOCAL TECHNICAL ASSISTANCE		185.00					
1	2809	11/30/13 LEADERSHIP WORKSHOP-LEWISTOWN		92.00		17711	2510 107 430220	380	101000
2	2809	11/30/13 LEADERSHIP WORKSHOP-LEWISTOWN		23.00		17711	2520 108 430220	380	101000
3	2809	11/30/13 LEADERSHIP WORKSHOP-LEWISTOWN		17.50		17711	5210 23 430550	380	101000
4	2809	11/30/13 LEADERSHIP WORKSHOP-LEWISTOWN		17.50		17711	5310 31 430630	380	101000
5	2809	11/30/13 LEADERSHIP WORKSHOP-LEWISTOWN		35.00		17711	1000 13 460433	380	101000
123348	73507S	910 EVERGREEN LANDSCAPING		49.00					
1	10140	11/30/13 SPRINKLERS		49.00		17710	1000 13 460433	230	101000
123349	73508S	273 BALCO UNIFORM CO.		846.00					
1	34992	11/30/13 BODY ARMOR LEVEL II		846.00		17536	1000 5 420140	220	101000
123350	73509S	999999 ULTRAMAX		1,220.00					
1	140297	11/30/13 100 BOXES .40 180 GR FMJ		1,220.00		17538	1000 5 420140	227	101000
123352	73510S	336 MONTANA STATE UNIVERSITY FSTS		96.32					
1	207-19	11/30/13 PROPANE TRAINING		96.32		17902	1000 7 420460	380	101000
123353	73511S	499 CHECKERS INC		127.00					
1	37014	11/30/13 RANDOM TESTS		101.60		17706	2510 107 430220	350	101000
2	37014	11/30/13 RANDOM TESTS		25.40		17706	2520 108 430220	350	101000

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

Page: 10 of 16
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
123354	73512S	4001 CRITELLI COURIERS, INC.		216.00					
1	20456	11/30/13 TRANSPORT BOOKS PER CONTRACT		216.00		17033	2880 39 460100	311	101020
123355	73513S	869 EAST MONT COMMUNICATIONS		44.00					
1	26373	11/30/13 ANTENNA KIT		17.60		17310	2510 107 430220	363	101000
2	26373	11/30/13 ANTENNA KIT		4.40		17310	2520 108 430220	363	101000
3	26373	11/30/13 ANTENNA KIT		11.00		17310	5210 23 430550	363	101000
4	26373	11/30/13 ANTENNA KIT		11.00		17310	5310 31 430630	363	101000
123356	73514S	790 DPC INDUSTRIES		69.00					
1	de72000212	11/30/13 DEMURRAGE		21.00		17421	5210 80 430540	222	101000
2	de72000212	11/30/13 DEMURRAGE		48.00		17421	5310 33 430640	222	101000
123357	73515S	999999 HELENA REGIONAL AIRPORT		175.00					
1	25004	11/30/13 MOBILE TRAINER FEES		175.00		17901	1000 7 420460	380	101000
123358	73516S	1986 JACKS BODY SHOP		894.50					
	3880, 4388, 4391, 092713								
1	VARIOUS	11/30/13 TOW: BLK TOYOTA COROLLA		894.50		17534	1000 5 420140	220	101000
123359	73517S	1407 KADRMAS LEE & JACKSON INC		38,704.18					
		AERONAUTICAL SURVEY FOR RUNWAY 12-30; ALP & MASTER PLAN UPDATE; WILDLIFE HAZARD ASSESSMENT (PROGRAM MANAGEMENT)							
1	182332	11/30/13 PROFESSIONAL SERVICES		38,704.18*		17606	5610 87 430300	231	101000
123360	73518S	1737 MC AREA SOLID WASTE DISTRICT		10.00					
1	3949A	11/30/13 ANIMAL DISPOSAL		10.00		17533	1000 21 440600	220	101000
123361	73519S	2322 OLNES & ASSOCIATES PC CPA'S		500.00					
1	6873	11/30/13 FINAL INV ON 6/30/13 AUDIT		500.00		17146	1000 3 410500	350	101000
123362	73520S	1921 Montana Municipal Interlocal NIELSON, MALENOVSKY, THURINGER		6,389.90					
1	1013012	11/30/13 OCT DEDUCTIBLE RECOVERY		660.45*		17145	1000 201 431200	513	101000
2	1013012	11/30/13 OCT DEDUCTIBLE RECOVERY		262.62*		17145	2394 18 420531	513	101000
3	1013012	11/30/13 OCT DEDUCTIBLE RECOVERY		448.28*		17145	2510 107 430220	513	101000
4	1013012	11/30/13 OCT DEDUCTIBLE RECOVERY		209.57*		17145	2520 108 430220	513	101000
5	1013012	11/30/13 OCT DEDUCTIBLE RECOVERY		262.62*		17145	5210 23 430550	513	101000
6	1013012	11/30/13 OCT DEDUCTIBLE RECOVERY		262.62		17145	5310 31 430630	513	101000
7	1013012	11/30/13 OCT DEDUCTIBLE RECOVERY		4,283.74		17145	5310 31 430630	513	101000

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

Page: 11 of 16
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
123363	73521S	2529 RAILROAD MAINAGEMENT CO III, LLC		146.16					
1	301502	11/30/13 10" WATERLINE CROSSING		146.16		17808	5210 23 430550	532	101000
123364	73522S	3229 ROLLING RUBBER		149.95					
1	45937	11/30/13 WHEEL ALIGNMENT A20		89.95		17903	5510 10 420730	230	101000
2	47296	11/30/13 SNOW TIRES/INSTALLATION		60.00		17540	1000 5 420140	230	101000
123365	73523S	2670 SCOTTS GLASS INC		80.80					
1	10367	11/30/13 FLOOR PAINT		40.40		17422	5210 22 430530	230	101000
2	10367	11/30/13 FLOOR PAINT		40.40		17422	5210 80 430540	230	101000
123366	73524S	4013 SOLE STONE REIMB SERVICES		2,583.36					
1	5611	11/30/13 OCT AMBULANCE BILLING		2,583.36		17000	5510 10 420730	350	101000
123367	73525S	2903 TIRE-RAMA		566.60					
1	1060146481	11/30/13 TIRES FOR #62 FORD EXPL		283.30		17805	5210 23 430550	230	101000
2	1060146481	11/30/13 TIRES FOR #62 FORD EXPL		283.30		17805	5310 31 430630	230	101000
123368	73526S	3286 WPCI		24.00					
1	SC94833	11/30/13 RANDOM TEST		19.20		17705	2510 107 430220	350	101000
2	SC94833	11/30/13 RANDOM TEST		4.80		17705	2520 108 430220	350	101000
123369	73527S	999999 XEROX GOV SYSTEMS LLC		1,905.00					
1	966046	11/30/13 ANNUAL FIREHOUSE SUPPORT		1,905.00		16865	2850 105 420140	350	101000
123370	73528S	700 CUSTER COUNTY WATER & SEWER		11,166.53					
1		11/30/13 NOV WATER/SEWER COLLECTIONS		11,166.53		7980	211020		101000
123371	73529S	268 MILES CITY SANITATION INC.		238.00					
1	3b104405	11/30/13 GARBAGE SERVICES		135.00		123371	5610 87 430300	350	101000
2	3B104409	11/30/13 GARBAGE SERVICES		43.00		17532	1000 5 420140	346	101000
3	3B104409	11/30/13 GARBAGE SERVICES		60.00		17424	5310 33 430640	360	101000
123372	73530S	2151 MORRISON & MAIERLE INC		3,683.00					
1	137444	11/30/13 AIP PROJ #0788.020		2,500.00		17605	5610 87 430300	350	101000
2	16948	11/30/13 MANAGED SERVICES		708.00		16864	2850 105 420140	350	101000
3	16948	11/30/13 NEW SERVER FOR SWIFT INT		475.00		16867	2850 105 420140	350	101000

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

Page: 12 of 16
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
123373	73531S	1330 HOLY ROSARY HEALTH CENTER		342.45					
1	9005133	11/30/13 MEDICAL SUPPLIES		342.45		16996	5510 10 420730	222	101000
123374	73532S	1331 HOLY ROSARY HEALTH CENTER-CLINIC		749.26					
1	1048	11/30/13 LEE PHYSICAL		427.08		16995	1000 7 420460	350	101000
2	1048	11/30/13 LEE PHYSICAL		322.18		16995	5510 10 420730	350	101000
123375	73533S	314 MES - DEPOSITORY ACCOUNT		58.35					
1	00462970	11/30/13 DUST CAP SCBA		58.35		16999	1000 7 420460	230	101000
123376	73534S	291 ECOLAB PEST ELIMINATION DIVISION		124.00					
		INVOICES #3277113, 3136421							
1		11/30/13 PEST CONTROL		124.00		17604	5610 87 430300	230	101000
		\$po#17609							
123377	73535S	316 DATA IMAGING SYSTEMS, INC		1,360.00					
		INVOICE #25340							
1		11/30/13 MANAGED SERVICES;DATA BKP		408.00			1000 3 410500	360	101000
2		11/30/13 MANAGED SERVICES;DATA BKP		153.00*			5210 25 430510	360	101000
3		11/30/13 MANAGED SERVICES;DATA BKP		153.00*			5310 29 430610	360	101000
4		11/30/13 MANAGED SERVICES;DATA BKP		90.67			1000 1 410200	360	101000
5		11/30/13 MANAGED SERVICES;DATA BKP		211.25			1000 36 411020	360	101000
6		11/30/13 MANAGED SERVICES;DATA BKP		60.75			5210 23 430550	360	101000
7		11/30/13 MANAGED SERVICES;DATA BKP		59.84			5310 31 430630	360	101000
8		11/30/13 MANAGED SERVICES;DATA BKP		87.04			2510 107 430220	360	101000
9		11/30/13 MANAGED SERVICES;DATA BKP		34.45			2520 108 430220	360	101000
10		11/30/13 MANAGED SERVICES;DATA BKP		102.00			1000 9 410540	360	101000
123378	73536S	999999 NORLAB, INC.		143.00					
1	72501	11/30/13 TOILET DYE PACKETS		71.50		17150	5210 25 430510	220	101000
2	72501	11/30/13 TOILET DYE PACKETS		71.50		17150	5310 29 430610	220	101000
123379	73537S	2166 MUNICIPAL CODE CORP		3,877.69					
1	25884	11/30/13 SUPPLEMENT 19 (22 COPIES)		3,802.42*		17151	1000 3 410500	320	101000
2	236072	11/30/13 2 COPIES OF SUBDIVISION PAMPHL		75.27*		17151	1000 3 410500	320	101000
123380	73538S	1120 GLADER ELECTRIC CO		360.00					
1	72530	11/30/13 PUMP PLANT PK		72.00		17722	1000 13 460433	360	101000
2	72532	11/30/13 FLAG POLE		72.00		17722	1000 8 411230	360	101000
3	72531	11/30/13 FLAG POLE		216.00		17722	1000 8 411230	360	101000

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

Page: 13 of 16
Report ID: AP100

* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
123381	73539S	3291 BIG SKY CARWASH	17.19					
1	112613	11/30/13 PD CARWASH	17.19		17539	1000 5 420140	220	101000
123382	73540S	1571 MACS FRONTIERLAND	750.27					
1	142745	11/30/13 2008 CROWN VIC REPAIR	750.27		17541	1000 5 420140	366	101000
123383	73541S	4039 SCOTT GRAY	88.07					
1	11/30/13	CELL REIMBURSEMENT	70.46		17717	2510 107 430220	345	101000
2	11/30/13	CELL REIMBURSEMENT	17.61		17717	2520 108 430220	345	101000
123384	73542S	1286 DENNIS HIRSCH	867.60					
1	11/30/13	NOVEMBER PERMITS	867.60		17718	2394 18 420531	350	101000
123385	73543S	4046 BILL RONNING	43.98					
1	11/30/13	CELL PHONE REIMB	35.18		17720	2510 107 430220	345	101000
2	11/30/13	CELL PHONE REIMB	8.80		17720	2520 108 430220	345	101000
123386	73544S	4012 HEATHER ROOS	60.00					
1	166,167	11/30/13 SUPERVISOR CELL PHONE REIMB	60.00		16871	2850 105 420140	345	101000
123387	73545S	902 ENERGY LABORATORIES INC	626.00					
		330851902, 331050904, 331150026, 331150833, 331150953, 331150527, 331151171, 331151432						
1		VARIOUS 11/30/13 LAB TESTING	449.00		17423	5210 80 430540	352	101000
2		VARIOUS 11/30/13 LAB TESTING	177.00		17423	5310 33 430640	352	101000
123388	73486S	498 CENTURY LINK	1,965.87					
1	11/30/13	911 PHONE SYSTEM	1,965.87		16869	2850 105 420140	345	101000
123389	73546S	999999 SHRM	185.00					
1	11/30/13	MEMBERSHIP FEE; FY 14-15	185.00		17149	1000 3 410500	334	101000
123390	73547S	999999 JEFF NOBLE	5.52					
1	11/30/13	REFUND OF PURCHASE OF STAMPS	5.52*		17153	1000 4 411100	311	101000
123391	73548S	999999 HOLY ROSARY HOSPITAL; WELLNESS	20.00					
1	11/30/13	WELNESS FAIR OF 1/31/14	20.00		16186	2985 15 450330	220	101004

12/05/13
15:49:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 11/13

Page: 14 of 16
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
123392	73549S	870 EAST MAIN ANIMAL CLINIC		214.00					
1	113013	11/30/13 VET SERVICES		214.00		17543	1000 21 440600	350	101000
		# of Claims	85	Total:	336,902.03				

336,902.03

12/05/13
15:49:06

CITY OF MILES CITY
Fund Summary for Claims
For the Accounting Period: 11/13

Page: 15 of 16
Report ID: AP110

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$44,589.66
2220 LIBRARY	
101000 Cash - Operating	\$1,412.09
2270 Health	
101000 Cash - Operating	\$2,750.00
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$1,517.65
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$13,241.65
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	\$2,324.46
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$117.64
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$1,060.21
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$401.84
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$555.02
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$49.17
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$63,365.68
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$1,661.86
2850 911 EMERGENCY	
101000 Cash - Operating	\$5,609.55
2880 LIBRARY GRANTS	
101003 Cash - per capita	\$84.00
101020 Cash - Op/ILL	\$216.00
101030 Cash - Sagebrush Fed/Base Grant	\$162.19
2935 Historic Preservation	
101000 Cash - Operating	\$273.64
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101004 RSVP Non-Federal Cash Operating	\$484.00
4000 General Fund Capitol Improvement Fund	
101000 Cash - Operating	\$5,480.63
5210 WATER UTILITY	
101000 Cash - Operating	\$10,807.74
102270 Cash - Curb Stop Replacement Fee	\$2,795.86
5310 SEWER UTILITY	
101000 Cash - Operating	\$43,052.91
5510 AMBULANCE FUND	
101000 Cash - Operating	\$5,480.48
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$100,818.98
6040 PUBLIC WORKS	
101000 Cash - Operating	\$1,684.59
7370 TBID	
101000 Cash - Operating	\$15,738.00
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	\$11,166.53

Total: \$336,902.03