



AGENDA

Regular Council Meeting June 10, 2014
City Council Chambers 7:00 p.m.

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**
 - a. City Council Meeting 5/27/2014
 - b. Special Council Meeting 5/27/2014
 - c. Human Resources Meeting 6/03/2014
 - d. Flood Control Meeting 6/03/2014
2. **SCHEDULE MEETINGS**
3. **REQUEST OF CITIZENS & PUBLIC COMMENT**
4. **APPOINTMENTS**
5. **PROCLAMATIONS**
6. **STAFF REPORTS**
7. **CITY COUNCIL COMMENTS**
8. **MAYOR COMMENTS**

Discussion on City Policy for Donations, Memorial Plaques, Monuments, etc.
9. **COMMITTEE RECOMMENDATIONS**
 - a. ***Human Resources Committee of 6/4/14:*** Recommend Approval of Police Officers Mike Willems and Denise Bontrager
 - b. ***Finance Committee of 6/5/14:***
 1. Recommend Approval to purchase a **used pickup** for the Parks Department (Budgeted Item)
Recommend Approval to purchase a **culvert pipe** for Maintenance District #205 (Budgeted Item)
 2. Recommend Approval to purchase a **new dump box** for tandem axle truck (Budgeted Item)

10. **BID OPENING**

Arrowhead Drive District #204: Paving; New Curb and Gutter

BID AWARDS

11. **PUBLIC HEARINGS**

ORDINANCE NO. 1271: An Ordinance Repealing Section 12 Of The Code Of Ordinances Of The City Of Miles City And Enacting A New Section 12 Of Said Code Of Ordinances Of The City Of Miles City, Correcting Internal Citations Within The Flood Code Passed By Ordinance 1264

12. **UNFINISHED BUSINESS**

- A. **ORDINANCE NO. 1271: (*Second Reading*)** An Ordinance Repealing Section 12 Of The Code Of Ordinances Of The City Of Miles City And Enacting A New Section 12 Of Said Code Of Ordinances Of The City Of Miles City, Correcting Internal Citations Within The Flood Code Passed By Ordinance 1264
- B. **RESOLUTION NO. 3682:** A Resolution Authorizing The Miles City To Enter Into Janitorial Service Agreements With Dale Petroff D/B/A Dale's Cleaning Service
- C. **RESOLUTION NO. 3683:** A Resolution Authorizing The Miles City To Enter Into Janitorial Service Agreements With Marilynn Forman D/B/A MMF Cleaning

13. **NEW BUSINESS**

- A. **Approval of Site Plan Review** for Simpson Honey Farm property at 702 Pacific Avenue
- B. **RESOLUTION NO. 3684:** A Resolution Authorizing The City Of Miles City To Enter Into An Agreement With The Montana Department Of Transportation For Street Sweeping For Fiscal Year 2014-2015
- C. **RESOLUTION NO. 3686:** A Resolution Adopting A Memorandum For The Determination Of Feasibility Of An Urban Renewal Plan With A Tax Increment Finance District Provision For The Downtown Core Of The City Of Miles City
- D. **RESOLUTION NO. 3687:** A Resolution Authorizing The City Of Miles City To Enter Into A Main Street Program Grant Contract With The Montana Department Of Commerce
- E. **RESOLUTION NO. 3688:** A Resolution Approving The Receipt Of Grants In The Amount Of \$3,000 And \$2,750 From The Sandra Anderson Donor Advised Fund To Be Applied To The Miles City Tax Increment Finance District Project
- F. **RESOLUTION NO. 3689:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For Fy 2013-2014 For Unanticipated Grant Revenue To Historic Preservation Fund 2935 And Providing For Hearing Thereon
- G. **RESOLUTION NO. 3690:** A Resolution Authorizing The Outlaw Baseball Club To Place A Plaque In The New Pressbox At Tedesco Field In Honor Of C.W. Wilcox
- H. **RESOLUTION NO. 3691:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2013-2014 To

Appropriate Unanticipated Revenues To Building Inspector Fund No. 2394 For Contracted Professional Services

- I. **RESOLUTION NO. 3692:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2013-2014 To Appropriate Unanticipated Revenues To Airport Fund 5610 For Federal Aeronautics Grant Funds
- J. **RESOLUTION NO. 3693:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2013-2014 To Appropriate Unappropriated Cash Balances From The Capital Improvement Fund No. 4000 For The Purchase Of Two Police Vehicles
- K. **RESOLUTION NO. 3694:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2013-2014 To Appropriate Unanticipated Expenses To Lighting District N0.165 Fund 2400 For Electrical Utilities
- L. **RESOLUTION NO. 3695:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2013-2014 To Appropriate Unanticipated Expenses To Lighting District N0.167 Fund 2420 For Electrical Utilities
- M. Approval of May Claims

14. ADJOURNMENT

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

REGULAR COUNCIL MEETING **May 27, 2014**
7:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, May 27, 2014, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor C.A. Grenz called the meeting to order. Council Members present were Roxanna Brush, Mark Ahner, Dwayne Andrews, John Hollowell, Sheena Martin, Ken Gardner, Jerry Partridge and Susanne Galbraith.

Also present were City Attorney Dan Rice, Police Chief Doug Colombik, Public Works Director Scott Gray, Public Utilities Director Al Kelm, Grant Administrator/Planner-in-Training Dawn Colton, Historic Preservation Officer Connie Muggli, Police Captain Mark Reddick, and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Grenz led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 5/13/2014

Councilperson Galbraith made a correction to Marilyn Forman's bid for cleaning the Police department from \$400 to \$350 a month.

****** *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting, of May 13, 2014 subject to correction, seconded by Councilperson Brush and passed unanimously, 8-0.*

Finance Committee Meeting: 5/20/14

****** *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of May 20, 2014, seconded by Councilperson Hollowell and passed unanimously, 8-0.*

SCHEDULE MEETINGS

- Planning board, May 29, 2014, at 6pm- Simpson Honey Farm
- Human Resources, June 3, 2014, at 6pm

REQUEST OF CITIZENS & PUBLIC COMMENT

Kristy Murphy, 200 Hubbell, explained that Todd Schwab is running his business in a residential area that is zoned for trailers. She said he does not have a permit and, to her knowledge, has never applied for one. He has hauled in huge piles of wood and in many ways causing a public nuisance. She has talked to several City officials and directors, and nobody has taken the responsibility to enforce any action on him.

Chief Colombik said that his officers have been to the location several times, and it's time to take action. He will set up a meeting with City Attorney Rice, Fire Chief Berg, City Prosecutor Noble and Ms. Murphy to discuss the situation.

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

None

CITY COUNCIL COMMENTS

John Hollowell

- Thanked the Park department for cleaning up Riverside Park

MAYOR COMMENTS

None

STANDING COMMITTEE RECOMMENDATIONS

Recommendations from Finance Committee of 5/20/14:

Adjustment of customer's sewer bill back to normal and split the water

bill 50/50 with City of Miles City and homeowner.

Director Kelm explained that the leak was absolutely out of the control of the homeowner and suggested that paying half the bill would be the right thing to do. The total bill was \$530.18, which would mean the homeowners responsibility would be \$ 265.09.

- ** *Councilperson Galbraith moved to approve adjusting the customer's sewer bill back to normal and split the water bill 50/50 with landowner, seconded by Councilperson Andrews. After a brief discussion and on roll call vote, the motion passed unanimously 8-0.*

To purchase one police vehicle from the Capital Improvement Fund in FY13-14, one vehicle in FY 14-15, and one vehicle in FY 15-16.

- ** *Councilperson Galbraith moved to purchase one police vehicle from the Capital Improvement Fund in FY 13-14, one vehicle in FY 14-15, and one vehicle in FY 15-16, seconded by Councilperson Martin.*

Chief Colombik explained his concerns of safety regarding his staff and said the vehicles that they have now are not in compliance with liability laws. He added that all the vehicles the officers are using now have been driven into the ground and the majority of them have over 100K miles.

- ** *Councilperson Gardner moved to amend the recommendation to read "to purchase two police vehicles from the Capital Improvement Fund in FY 13-14, seconded by Councilperson Brush. After a long discussion and on roll call vote, the motion passed, 5-3, with Andrews, Hollowell and Galbraith voting no.*

BID OPENING

None

BID AWARDS

Curb and Gutter Bid Package- Triangle Park Area

- ** *Councilperson Galbraith moved to approve the bid from Century Construction for the Triangle Park Areas in an amount of \$88,000, seconded by Councilperson Gardner, and on roll call, vote passed 7-1, with Councilperson Andrews voting no.*

Maintenance Districts 204 and 205 Paving Bid Package

<u>Century Construction</u>	District 204-\$156,000
	District 205-\$114,000
	Cold Mix- \$82/Ton if City picks up \$92/Ton if delivered

****** *Councilperson Hollowell moved to approve the bid from Century Construction for Maintenance #204 and #205 paving, seconded by Councilperson Galbraith and, on roll call vote, the motion passed unanimously 8-0.*

PUBLIC HEARINGS

UNFINISHED BUSINESS

NEW BUSINESS

A. Resolution No. 3681: A Resolution Authorizing Certain Officers Of The City Of Miles City As Signatories Upon Bank Accounts Of The City Of Miles City At Stockman Bank

****** *Councilperson Brush moved to adopt the resolution, read by title only and seconded by Councilperson Gardner. After a brief discussion and on roll call vote, the motion passed 8-0. Resolution No. 3681 was adopted.*

B. RESOLUTION NO. 3682: A Resolution Authorizing The City Of Miles City, Montana To Enter Into Janitorial Service Agreements With Dale Petroff D/B/A Dale's Cleaning Service

****** *Councilperson Galbraith moved to adopt the resolution, read by title only and seconded by Councilperson Hollowell.*

****** *Councilperson Ahner moved to defer the resolution until Exhibit B is provided, seconded by Councilperson Brush. On roll call vote, the motion passed 8-0.*

C. RESOLUTION NO. 3683: A Resolution Authorizing The Miles City To Enter Into Janitorial Service Agreements With Marilynn Forman D/B/A

MMF Cleaning

** *Councilperson Brush moved to defer the resolution until Exhibit B is provided, seconded by Councilperson Hollowell. On roll call vote, the motion passed 8-0.*

D. ORDINANCE NO. 1270: (First Reading) An Ordinance Changing The Zoning Of Tract B Of Document #153542, Envelope 500b, And Located Within Section 11 Of Township 7 North, Range 47 East, M.P.M, From Agriculture District Zone To General Commercial Zone, And Providing For A Hearing Thereon

** *No motion was made, Ordinance No. 1270 died for lack of a motion.*

E. Ordinance No. 1271: (First Reading) An Ordinance Repealing Section 12 Of The Code Of Ordinances Of The City Of Miles City and Enacting A New Section 12 Of Said Code Of Ordinances Of The City Of Miles City, Correcting Internal Citations Within The Flood Code Passed By Ordinance 1264

City Attorney Rice explained that when the model flood code was codified, the internal citations were not renumbered to their new numbers. To repeal the old ordinance and adopt this ordinance would clear up a lot of things.

** *Councilperson Hollowell moved to approve Ordinance No 1271 by title only, seconded by Councilperson Galbraith. After a brief discussion and on roll call vote, the motion passed by unanimous consent, 8-0. Mayor Grenz referred to the Flood Committee.*

F. Approval of Horizon Park Subdivision (current site of Bobcat property)

Planner/Grant Writer Colton explained that Roger Lothspeich (landowner) would like “and the statement restricting Lots F-1A through D shall be reflected in the recorded covenants” deleted from paragraph 18. The restriction was already on the plat.

** *Councilperson Brush moved to strike paragraph 18, as it is redundant, seconded by Councilperson Hollowell.*

** *Councilperson Brush then moved to amend the motion to strike the following verbiage in paragraph 18, “and the statement restricting Lots F-1A*

through D shall be reflected in the recorded covenants”, *seconded by Councilperson Hollowell. On roll call vote, the motion passed by unanimous consent, 8-0.*

Planner/Grant Writer Colton said that the City of Miles City added a one foot easement to the final plat, which is a no access easement. This gives the City legal authority to stop anyone from using the frontage road.

** *Councilperson Brush moved to approve the Horizon Park Subdivision, seconded by Councilperson Hollowell and on roll call vote, the motion passed by unanimous consent, 8-0.*

ADJOURNMENT.

** *Councilperson Brush moved to adjourn the meeting, seconded by Councilperson Gardner and passed unanimously, 8-0.*

The meeting was adjourned at 8:01 p.m.

C.A. Grenz, Mayor

**Lorrie Pearce
City Clerk**

**SPECIAL COUNCIL MEETING MINUTES May 27, 2014
8:00 p.m.**

CALL TO ORDER

The Special Council meeting was held Tuesday, May 27, 2014, in the Conference Room at City Hall, 17 S. 8th Street, at 8:00 p.m. Mayor C. A. Grenz called the meeting to order.

Council Members present were John Hollowell, Jerry Partridge, Dwayne Andrews, Roxanna Brush and Mark Ahner. Council Members Susanne Galbraith, Sheena Martin and Kenneth Gardner were excused.

Also present were Historic Preservation Officer Connie Muggli, Historic Preservation Chairperson Kathy Doedon, Commission Member Mark Brown and City Clerk/ Minute Recorder Lorrie Pearce.

NEW BUSINESS

Tax increment Finance District Project Orientation

Steve Zeier, City of Miles City Consultant, presented a training session regarding the TIFD process. This session did not require Council action.

Overview of Tax Increment Finance District Project in Miles City

- Schedule
- Roles and Responsibilities
- Other taxing jurisdictions
- Public Engagement

Overview of Tax Increment Finance District Process

- What a TIFD is
- How are TIF revenues generated
- How can TIF revenues be utilized
- Considerations in boundary selection

ADJOURNMENT

Mayor Grenz adjourned the meeting at 9:20 p.m.

C.A. Grenz, Mayor

ATTEST:

Human Resources Committee
June 3, 2014

The **Human Resources Committee** met Tuesday, June 3, 2014, at 6:00 p.m. in the Conference Room at City Hall. Present were Chairperson Roxanna Brush, Committee Members Sheena Martin, Ken Gardner, and Mark Ahner. Also present was Committee Recorder HR/Payroll Officer Billie Burkhalter.

1. **Officer Confirmation**
 - **Denise Bontrager**
 - **Mike Willems**

Chairperson Brush explained to the Committee that Police Chief Doug Colombik was unable to attend the meeting, but he stated both Sgt. Mike Willems and Officer Denise Bontrager have completed the academy and he would recommend both of them be confirmed by the Committee.

*** Committee Member Ahner moved to recommend to City Council to confirm Sgt. Mike Willems and Officer Denise Bontrager. Motion seconded by Committee Member Martin and motion passed unanimously.*

2. **Request of Citizens**

-None.

3. **Committee Member Comments**

-None.

4. **Adjournment**

*** Committee Member Ahner moved to adjourn the meeting. The motion was seconded by Committee Member Martin and passed.*

The meeting was adjourned at 6:10 p.m.

Respectfully submitted,

Billie D. Burkhalter, Recorder

Chairperson Roxanna Brush

Flood Control Committee

June 3, 2014

The **Flood Control Committee** met Tuesday, June 3, 2014, at 7:00 p.m. in the City Hall Conference Room. Present were Committee Chairperson John Hollowell, Committee Members Dwayne Andrews, Ken Gardner and Sheena Martin. Also present was Floodplain Administer Sam Malenovsky, Mayor C.A. Grenz, Engineer Project Manager Carl Jackson with KLJ and Recorder HR/Payroll Officer Billie Burkhalter.

1. Request of Citizens/Public Comment

-None.

2. Review Flood Plain Ordinance No. 1271 – Corrections from Flood Plain Ordinance No. 1264

*** Committee Member Gardner moved to recommend to Council to approve the Flood Plain Ordinance No. 1271, as presented, seconded by Committee Member Andrews.*

Mayor Grenz questioned what the difference is between Ordinance No. 1271 and Ordinance No. 1264. Administrator Malenovsky explained the current Ordinance does not refer to the correct sections due to renumbering. Ordinance No. 1271 has corrected this issue.

*** On original motion and on roll call vote, motion passed unanimously 4-0.*

3. Update from Flood Plain Administrator

Administrator Malenovsky explained that in March, the President signed and passed into law, the Homeowners Flood Insurance Affordability Act of 2014, which changes some of the provisions in the Biggert-Waters Act of 2012. One of the big changes is that now when a homeowner purchases a house in the floodplain, they do not have to pay the full accelerated risk rate, but will continue to pay what the previous owner was paying. The only exceptions are businesses and non-primary homes. Those will continue to increase.

Project Manager Carl Jackson updated the Committee on the Miles City Flood Control Feasibility Study. He submitted an Engineer Status Report, but explained after meeting with Administrator Malenovsky and Public Works Director Gray he would need to update it. He stated that, generally speaking, things are going very efficiently and they are currently under budget. The first public meeting had about 130 people in attendance and the information seemed to be well received. Committee Member Gardner stated he received feedback from people in his Ward, and it was very positive. They all thought the

meeting was handled well and was very informative.

Carl Jackson stated the project website is up and running, but it currently does not have a lot of information on it because they do not want to post working documents when they are changing daily. The floodplain map is on it and links to City websites and FEMA sites are too. Administrator Malenovsky stated the link to the project website is also available on the Miles City website. Carl Jackson stated they are currently updating the site to have a comment section that will send an email to the KLJ team and Administrator Malenovsky.

Administrative Malenovsky pointed out that Public Meeting #2, scheduled for July 18, 2014, will probably be delayed for a couple of weeks due to needing more time for internal review.

4. Committee Members' Comments

-None.

5. Adjournment

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

There being no further business, the Committee adjourned at 7:35 p.m.

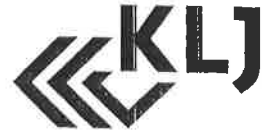
Respectfully Submitted,

Flood Control Committee Chairperson

Billie D. Burkhalter, Recorder

John Hollowell, Chairperson

Miles City Flood Control Feasibility Study
City of Miles City, Montana



Engineering Status Report

PROBLEMS ENCOUNTERED:

- *Draft report completion date has slipped (approx. 2 weeks)*

CHANGE ORDERS/OUT OF SCOPE WORK/BUDGET SUMMARY:

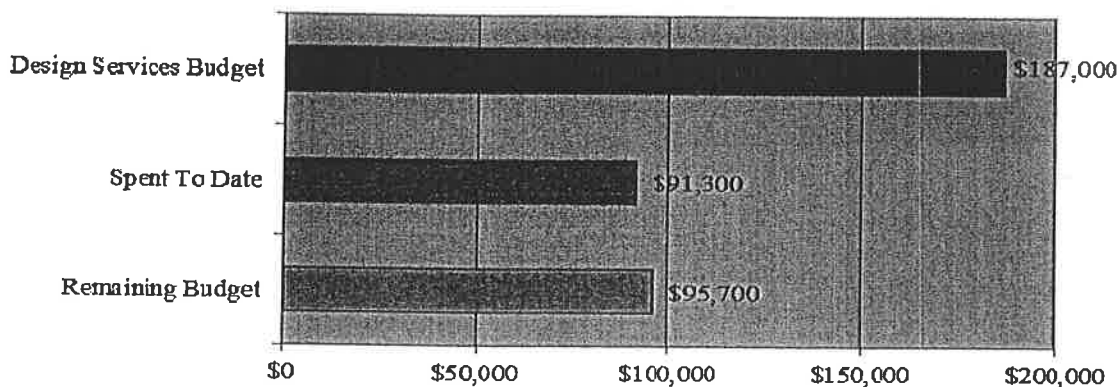
- *None*

SCHEDULE SUMMARY:

- *Original anticipated schedule will extend to allow agency review period.*
- *KLJ is trying to accelerate the schedule due to extreme interest from the local community.*
- *Anticipate the next public input meeting mid-July – date TBD.*
- *Schedule should anticipate 30 days for agency review*
- *Anticipate final report complete 2 weeks following comments received.*

ACTIVITY	MILESTONE DATE GOAL	PERCENT COMPLETE	DATE COMPLETE
Preliminary Alternatives Screening	2/28/2014	100%	2/28/2014
Public Meeting #1	3/6/2014	100%	3/6/2014
Screened Alternative Analysis	6/13/2014	70%	-
Draft Report	6/30/2014	70%	-
Public Meeting #2 (tentative)	7/18/2014	-	-
Agency Review	8/1/2014	-	-
Final Report	9/1/2014	-	-
Total Project			

FISCAL SUMMARY:



Miles City Flood Control Feasibility Study
City of Miles City, Montana



Engineering Status Report

Reporting Date: June 3, 2014
Project Manager: Carl Jackson
KLJ Project No. 2409116

ACTIVITY SUMMARY:

- Preliminary alternative analysis completed prior to public meeting #1.
- Updated the 4 alternatives to include public input comments from the Miles City Flood Awareness day as well as the public meeting #1.
- Screened alternative analysis is ongoing.
- Created website (<http://www.milescityfloodassessmentstudy.com/>)
 - Content is easily modified – comments welcome
 - Public comment section forthcoming
- Completed a preliminary screening of the 4 alternatives and have begun the final screened alternative analysis.
- 70% complete with the draft feasibility study report.
- Approximately 50% complete with utility impacts, ROW constraints, and costs.
- Project management and coordination

UPCOMING ACTIVITY:

- Continue work in-progress.
- Geotechnical investigation (week of June 16)
- Submit draft report for review
- Draft report process
 - KLJ internal QC review
 - Sam Malenovsky review
 - Modify & post revised draft for public viewing (prior to public meeting)
 - Flood Control Committee & agency review (concurrent)
- Finalize report after public meeting #2 and agency review
- Prepare for public meeting #2
 - Workshop with Flood Control Committee (Date TBD)
 - Establish goals, format, presentation materials for public meeting #2
 - Material and presentation prep

REQUIRED ACTION BY MILES CITY:

- Add link to project website (<http://www.milescityfloodassessmentstudy.com/>) on City's website.
- The City should tentatively secure the public workshop location for the Mid-July date.
- Notify KLJ if any grant administration assistance is needed.

PROJECT DECISIONS SUMMARY:

- Alternative #4 – Flood mitigation infrastructure will assume a retention pond is needed.

NOTICE

INVITATION TO BID

The City of Miles City will receive sealed bids until 5:00 p.m. on Tuesday, June 10, 2014 for the purpose of installing new curb, gutter, dirt work, paving, and the doing of all other work necessary and incidental to the performance of said work. The project must be completed no later than September 30, 2014.

Bid tender forms, bid instructions and technical specifications may be obtained from the City Engineers office, City Hall, 17 South 8th Street, PO Box 910, Miles City, MT, 59301 (phone 406-234-3493).

Sealed envelopes containing bids must be plainly marked in the lower left corner and marked **"BID FOR ARROWHEAD DRIVE DISTRICT #204"**. Bids should be addressed to: City of Miles City, ATTN: Public Works Director, 17 South 8th Street, PO Box 910, Miles City, MT 59301.

The City reserves the right to waive informalities which are not inconsistent with law and to reject any or all bids. Bids must be on the forms and according to the bid instructions provided by the City. Bids cannot be withdrawn for 45 days after the actual date of the opening.

The City also reserves the right to negotiate with the lowest responsible bidder in the event all bids exceed the project budget and to award a negotiated contract to the lowest responsive bidder without further competitive bidding.

All bidders shall abide by State and Federal laws pertaining to wage rates and insurance requirements.

BID SECURITY

Bid security in the amount of ten percent (10%) of the bid must accompany each bid in accordance with the Instructions to Bidders. The Contractor shall comply with all fair labor practices and the state statutes. No bidder may withdraw his bid for at least 45 days after the scheduled time for receipt of bids.

Bid security shall be made payable to the CITY OF MILES CITY in an amount of not less than ten percent of the Bidders Maximum bid price for each Bid schedule and in the form of one of the Following: (1) lawful monies of the United States, (2) a cashiers check, certified check, bank money order, or bank draft drawn and issued by a national banking association located in the State of Montana, or by any banking corporation incorporated under the laws of the State of Montana, or (3) a bid bond or bonds executed by the surety corporation authorized to do business in the State of Montana.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement, whereupon the Successful Bidder will be required to furnish Owner a contract. If the Successful Bidder fails to execute and deliver the Agreement within 15 days of the Notice of Award,

OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. Award may then be made to the next lowest responsible and qualified bidder or may be re-advertised, as the OWNER may decide. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the Seventh day after the "effective date of the Agreement" or the forty-first day after the Bid opening whichever occurs first. Bid Security of other Bidders will be returned within fourteen days of the Bid opening. After contract is awarded, the successful bidder will be required to furnish a performance bond in the amount of one hundred percent (100%) of the contract.

Scott Gray
Engineering & Operations

Publish Dates: May 29, 2014
June 4, 2014

Send Affidavit of publication and invoice to City Hall-Engineering Department

ORDINANCE NO. 1271

AN ORDINANCE REPEALING SECTION 12 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY AND ENACTING A NEW SECTION 12 OF SAID CODE OF ORDINANCES OF THE CITY OF MILES CITY, CORRECTING INTERNAL CITATIONS WITHIN THE FLOOD CODE PASSED BY ORDINANCE 1264

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

Section 1. Chapter 12 shall be amended by replacing Sections 12-1 through 12-76 with the following sections 12-1 through 12-76:

ARTICLE 1. TITLE, PURPOSE, AUTHORITY AND GENERAL PROVISIONS

Sec. 12-1 FLOODPLAIN HAZARD MANAGEMENT REGULATIONS

These regulations are known and may be cited as the “Floodplain Hazard Management Regulations;” hereinafter referred to as “these regulations.”

Sec. 12-2 STATUTORY AUTHORITY

1. Floodplain and Floodway Management is incorporated in Montana Code Annotated (MCA) Title 76, Chapter 5 and describes the authority, procedures and minimum standards for local regulations and is further described in Montana Administrative Rule (ARM) 36, Chapter 15.
2. The authority to regulate development in specifically identified flood hazard areas has been accepted pursuant to 76-5-301, MCA.

Sec. 12-3 FINDINGS OF FACT

1. Flood hazard areas specifically adopted herein as Regulated Flood Hazard Areas have been delineated and designated by order or determination of the Department of Natural Resources and Conservation (DNRC) pursuant to MCA 76-5-201 et.seq.
2. These regulations have been reviewed by Montana Department of Natural Resources and Conservation and the Federal Emergency Management Agency. The Montana Department of Natural Resources and Conservation has found the regulations acceptable in meeting the Department minimum standards. The Federal Emergency Management Agency finds that these regulations are adequate and consistent with the comprehensive criteria for land management and use pursuant to the standards established in 44 CFR 60.3. (76-5-302, MCA, ARM 36.15.202, 44 CFR60.1(b), 42USC 4022)

Sec. 12-4 PURPOSE

The purpose of these regulations is to promote public health, safety and general welfare of the residents and minimize public and private losses due to flood conditions in Regulated Flood Hazard Areas. These Regulations are intended to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business and public service interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges;
6. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood disruptions; and to
7. Ensure compliance with the minimum standards for the continued participation in the National Flood Insurance Program for the benefit of the residents.

Sec. 12-5 METHODS TO REDUCE LOSSES

In accordance with 76-5-102, MCA, these regulations are intended to reduce flood losses through the following methods:

1. Restrict or prohibit uses that are dangerous to health, safety or property in times of flooding or that may cause excessive increases in flood heights or velocities;
2. Require that uses of land vulnerable to floods, including public facilities, be developed or constructed to at least minimum standards or to otherwise minimize flood damage;
3. Regulate the alteration of natural floodplains, stream channels, and natural protective barriers which are needed to accommodate floodwaters;
4. Regulate filling, grading, dredging and other development which may increase flood damage;
5. Prevent or regulate the construction of flood barriers which will impact other land, flood water depth or velocity of floodwaters;
6. Distinguish between the land use regulations applied to the floodway within the Regulated Flood Hazard Area and those applied to that portion of the Regulated Flood Hazard Area not contained in the floodway;

7. Apply more restrictive land use regulations within the floodway of the Regulated Flood Hazard Area; and
8. Ensure that regulations and minimum standards balance the greatest public good with the least private injury.

Sec. 12-6 REGULATED AREA

These regulations apply only to the flood hazard areas specifically adopted herein as Regulated Flood Hazard Areas which are more fully and specifically described in Article 4. Requirements and approvals for alterations to the Regulated Flood Hazard Area are specified in Article 4. The Regulated Flood Hazard Area includes areas specifically identified, labeled and illustrated on maps such as Floodplain, Floodway, or Flood Fringe that have differing uses allowed and minimum building standards that apply. The Regulated Flood Hazard Area is the geographic area inundated by the Flood of 100-year Frequency illustrated and depicted in the referenced studies and maps.

The Regulated Flood Hazard Area supporting study and maps illustrating the regulatory area are based on studies and maps that have been specifically adopted pursuant to 76-5-201 et seq. The maps and accompanying study become the Regulated Flood Hazard Area only when formally adopted by DNRC and subsequently by the political subdivision by these regulations. The original source of studies and data may be from a Flood Insurance Study by FEMA, or other studies by Corps of Engineers, Soil Conservation, United States Geological Service or other federal or state agency.

Sec. 12-7 FLOODPLAIN ADMINISTRATOR

A Floodplain Administrator is hereby officially appointed by the Mayor and is an employee of the office of Public Works. The Floodplain Administrator's duty is to administer and implement the provisions of these regulations. The Floodplain Administrator must serve to meet and maintain the commitments pursuant to 44 CFR 59.22(a) to FEMA to remain eligible for National Flood Insurance for individuals and business within the political subdivision. ((44 CFR 59.22(b)(1)) (ARM 36.15.204(2)(h))

Sec. 12-8 COMPLIANCE

Development, New Construction, Alteration or Substantial Improvement may not commence without full compliance with the provisions of these regulations.

Sec. 12-9 ABROGATION AND GREATER RESPONSIBILITY

It is not intended by these regulations to repeal, abrogate, or impair any existing easements, covenants, deed restrictions, zoning or other regulations in effect. However, where these regulations impose greater restrictions, the provision of these regulations must prevail. (44 CFR 60.1(d))

Sec. 12-10 REGULATION INTERPRETATION

In the interpretation and application of these regulations, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under state statutes. (44 CFR 60.1)

Sec. 12-11 WARNING AND DISCLAIMER OF LIABILITY

These regulations do not imply that land outside the Regulated Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. These regulations shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on these regulations or any administrative decision lawfully made hereunder.

Sec. 12-12 SEVERABILITY

If any section, clause, sentence, or phrase of these regulations is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding will in no way affect the validity of the remaining portions of these regulations.

Sec. 12-13 DISCLOSURE PROVISION

All property owners or their agents in the Regulated Flood Hazard Areas shall notify potential buyers or their agents that such property, including any permitted uses transferred, is located within the Regulated Flood Hazard Area and is subject to regulation and any permitted uses that are transferred. Information regarding Regulated Flood Hazard Area and the repository for Floodplain maps is available in the Floodplain Administrator's office. (ARM 36.15.204(2)(g))

Sec. 12-14 AMENDMENT OF REGULATIONS

These regulations may be amended after notice and public hearing in regard to the amendments to these regulations. The amendments must be found adequate and acceptable by DNRC and FEMA to be effective and must be submitted for review at least 30 days prior to official adoption.

Sec. 12-15 PUBLIC RECORDS

Records, including permits and applications, elevation and flood proofing certificates, certificates of compliance, fee receipts, and other matters relating to these regulations must be maintained by the Floodplain Administrator and are public records and must be made available for inspection and for copies upon reasonable request. A reasonable copying cost for copying documents for members of the public may be charged and may require payments of the costs before providing the copies. (44 CFR 60.3(b)(5)(iii) & 44 CFR 59.22 (a)(9)(iii))

Sec. 12-16 SUBDIVISION REVIEW

Within the Regulated Flood Hazard Area, subdivisions including new or expansion of existing manufactured home parks, must be designed to meet the following criteria:

1. The Base Flood Elevations and boundary of the Regulated Flood Hazard area must be determined and considered during lot layout and building location design;
2. Locations for future structures and development must be reasonably safe from flooding; (44CFR 60.3(a)(4))

3. Adequate surface water drainage must be provided to reduce exposure to flood hazards; (44 CFR 60.3 (a)(4)(iii))
4. Public utilities and facilities such as sewer, gas, electrical and water systems must be located and constructed to minimize or eliminate flood damage; and (44 CFR 60.3(a)(4)(ii))
5. Floodplain permits must be obtained according to these regulations before development occurs that is within the Regulated Flood Hazard Area. (44 CFR 60.3(b))

Sec. 12-17 DISASTER RECOVERY

In the event of a natural or man-made disaster, the Floodplain Administrator should participate in the coordination of assistance and provide information to structure owners concerning Hazard Mitigation and Recovery measures with the Federal Emergency Management Agency, Montana Disaster Emergency Services, Montana Department of Natural Resources and Conservation, and other state, local and private emergency service organizations.

Upon completion of cursory street view structure condition survey within the Regulated Flood Hazard Area, the Floodplain Administrator shall notify owners that a permit may be necessary for an alteration or substantial improvement before repair or reconstruction commences on damaged structures because of damages caused by natural or man-made disasters such as floods, fires or winds.

Owners should be advised that structures that have suffered substantial damage and will undergo substantial improvements require a floodplain application and permit and must be upgraded to meet the minimum building standards herein during repair or reconstruction. ((MCA 76-5-404(3)(b) (ARM 36.15.702) (44 CFR 60.3(c)(2 and 3))

ARTICLE 2. DEFINITIONS

Sec. 12-18 Definitions

Unless specifically defined below, words or phrases used in these regulations shall be interpreted as to give them the meaning they have in common usage and the most reasonable application. For the purpose of these regulations, the following definitions are adopted:

100-year Flood – One percent (1%) annual chance flood. See Base Flood

Alteration – Any change or addition to an artificial obstruction that either increases its external dimensions or increases its potential flood hazard. (ARM 36.15.101(2))

Appurtenant Structure – A structure in which the use is incidental or accessory to the use of a principal structure. (44 CFR 59.1)

Artificial Obstruction – Any obstruction which is not natural and includes any development, dam, diversion, wall, riprap, embankment, levee, dike, pile, abutment, projection, revetment,

excavation, channel rectification, road, bridge, conduit, culvert, building, refuse, automobile body, fill or other analogous structure or matter in, along, across, or projecting into any Regulated Flood Hazard Area that may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by the water, or that is placed where the natural flow of the water would carry the same downstream to the damage or detriment of either life or property. See also Development. (ARM 36.15.101(3) & MCA 76-5-103(1))

Base Flood (Flood of 100 Year Frequency) – A flood having a one percent (1%) chance of being equaled or exceeded in any given year (ARM 36.15.101(4) & (44 CFR 59.1)

Base Flood Elevation (BFE) – The elevation above sea level of the Base Flood in relation to the National Geodetic Vertical Datum of 1929 or the North American Vertical Datum of 1988 or unless otherwise specified. (ARM 36.15.101(5))

Basement – Any area of a building, except a crawl space, as having its Lowest floor below ground level on all sides. (44 CFR 59.1) (NFIP Insurance Manual, Rev. May 2013)

Building – A walled and roofed structure, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home. (44 CFR 59.1)

Channel – The geographical area within either the natural or artificial banks of a watercourse or drain way. (MCA 76-5-103(2))

Crawl Space – An enclosure that has its interior floor area no more than 5 feet below the top of the next highest floor. See Enclosure and Sub grade Crawlspace. (NFIP Insurance Manual, Rev. May 2013)

DNRC – Montana Department of Natural Resources and Conservation

Development – Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. See also Artificial Obstruction. (44 CFR 59.1)

Elevated Building – A building that has no Basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns. A building on a crawlspace is considered an elevated building. (NFIP Insurance Manual, Rev. May 2013)

Enclosure – That portion below the lowest elevated floor of an elevated building that is either partially or fully shut in by rigid walls including a crawlspace, sub grade crawlspace, stairwell, elevator or a garage below or attached.

Encroachment – Activities or construction within the Regulated Flood Hazard Area including fill, new construction, substantial improvements, and other development.

Encroachment Analysis – A hydrologic and hydraulic analysis performed by an engineer to assess the effects of the proposed artificial obstruction or nonconforming use on Base Flood Elevation, flood flows and flood velocities.

Establish – To construct, place, insert, or excavate. (MCA 76-5-103(7) (ARM 36.15.101(9))

Existing Artificial Obstruction or Nonconforming Use – An artificial obstruction or nonconforming use that was established before land use regulations were adopted pursuant to Section 76-5-301(1), MCA. (MCA 76-5-404(3))

FEMA – Federal Emergency Management Agency

Flood Fringe – The identified portion of the Floodplain of the Regulated Flood Hazard Area outside the limits of the Floodway. (ARM 36.15.101(10))

Flood of 100 Year Frequency (Base Flood) – A flood magnitude expected to recur on the average of once every 100-years or a flood magnitude that has a 1% chance of occurring in any given year. (MCA 76-5-103(9)) (44 CFR 59.1)

Floodplain – The area of the Regulated Flood Hazard Area including and adjoining the watercourse or drainway that would be covered by the floodwater of a Base Flood. The area is partitioned into a Flood Fringe and Floodway where specifically designated. See Regulated Flood Hazard Area.

Floodway – The identified portion of the Floodplain of the Regulated Flood Hazard Area that is the channel and the area adjoining the channel that is reasonably required to carry the discharge of the Base Flood without cumulatively increasing the water surface by more than one half foot. (MCA 76-5-103(11)) (MCA 76-5-103(5))

Floodplain Administrator – Community official or representative appointed to administer and implement the provisions of this ordinance.

Flood Proofing – Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, electrical, plumbing, HVAC systems, structures and their contents. The term includes wet flood proofing, dry flood proofing and elevation of structures. ((44 CFR 59.1)

Letter of Map Change (LOMC) – An official response from FEMA that amends or revises the FEMA Special Flood Hazard Area and FEMA Flood Insurance Study for flood insurance purposes and/or flood risk hazard. FEMA Letters of Map Change specific to an amendment or revision include:

Letter of Map Amendment (LOMA) – A letter of determination from FEMA issued in response to a request that a property or structure is not subject to the mandatory flood insurance requirement because it was inadvertently located in the effective FEMA

Special Flood Hazard Area. The material submitted and response from FEMA may be considered by the Floodplain Administrator for determining if a property or structure is within the Regulated Flood Hazard area and subject to these regulations.

Letter of Map Revision Based on Fill (LOMR-F) – A letter of approval from FEMA removing the mandatory requirement for flood insurance on property based on placement of fill or an addition. Placement of fill or an addition must be preceded by a permit pursuant to these regulations. Placement of fill does not remove the development from the Regulated Flood Hazard Area or these regulations.

Letter of Map Revision (LOMR) – An official FEMA amendment to the currently effective FEMA Flood Insurance Rate Map or FEMA Flood Boundary Map based on a physical change to the floodplain of the Special Flood Hazard Area. It is issued by FEMA and changes flood zones, delineations, and elevations on the FEMA Flood Insurance Rate Map or FEMA Flood Boundary Map and may amend the FEMA Flood Insurance Study. It must be preceded by an approved alteration of the designated floodplain from DNRC and subsequently an amendment to the Regulated Flood Hazard Area.

Conditional Letter of Map Revision (CLOMR) – A FEMA letter of approval for a proposed physical change that when completed would propose to change the flood zones, delineation or elevations on the FEMA Flood Insurance Rate Map or FEMA Flood Boundary Map and may amend the FEMA Flood Insurance Study through a subsequent LOMR,. The CLOMR may be considered in an evaluation by DNRC and the Floodplain Administrator during consideration of a proposed alteration to the Regulated Flood Hazard Area.

Lowest Floor – Any floor of a building including a basement used for living purposes, storage, or recreation. This includes any floor that could be converted to such a use. ((ARM 36.15.101(14)) (44 CFR 59.1))

Manufactured Home Park or Subdivision – Includes the construction of facilities for servicing the manufactured home lots and at a minimum includes the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads. (44 CFR 59.1)

Manufactured or Mobile Home – A building that may be residential or non-residential, is transportable in one or more sections, built on a permanent chassis, and designed to be used with or without a permanent foundation when connected to the required utilities and includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. (ARM 36.15.101(15))

New Construction – Structures for which the commencement of clearing, grading, filling, or excavating to prepare a site for construction occurs on or after the effective date of these regulations and includes any subsequent improvements to such structures. (ARM 36.15.101(20)) (44 CFR 59.1)

New Manufactured Home Park Or Subdivision – A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes

are to be affixed includes at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads and is completed on or after the effective date of floodplain management regulations adopted by a community. (44 CFR 59.1)

Non-Residential– Buildings including manufactured homes that are not residential including commercial, agricultural, industrial buildings and accessory buildings. See Residential.

Owner – Any person who has dominion over, control of, or title to an artificial obstruction. (MCA 76-5-103(13))

Person – Includes any individual, or group of individuals, corporation, partnership, association or any other entity, including State and local governments and agencies. (44 CFR 59.1)

Recreational Vehicle – A park trailer, travel trailer, or other similar vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently towable by a motorized vehicle; and (d) designed primarily for use as temporary living quarters for recreation, camping, travel, or seasonal use, not for use as a permanent dwelling. (44 CFR 59.1)

Regulated Flood Hazard Area – A Floodplain whose limits have been designated pursuant to Part 2, Chapter 5 of Title 76, MCA, and is determined to be the area adjoining the watercourse that would be covered by the floodwater of a Base Flood. The Regulated Flood Hazard Area consists of the Floodway and Flood Fringe where specifically designated. (MCA 76-5-103(4)), (MCA 76-5-103(10), (ARM 36-15-101(11))

Residential Building – A dwelling or building for living purposes or place of assembly or permanent use by human beings and including any mixed use of residential and non-residential use. All other buildings are **non-residential**.

Riprap – Stone, rocks, concrete blocks, or analogous materials that are placed along the bed or banks of a watercourse or drainway for the purpose of preventing or alleviating erosion. (ARM 36.15.101(18))

Scour Depth – The maximum depth of streambed scour caused by erosive forces of the Base Flood.

Special Flood Hazard Area – Land area which has been specifically identified by the Federal Emergency Management Agency as the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is useful for the purposes of identifying flood hazards by local subdivisions of government for regulatory purposes as well as use by the National Flood Insurance Program for establishing risk zones and flood insurance premium rates. The FEMA flood hazard area zone designation or flood risk potential is as illustrated on FEMA's Flood Hazard Boundary Map or Flood Insurance Rate Map.

Structure – Any Artificial Obstruction.

Sub grade Crawlspace – A Crawlspace foundation enclosure that has its interior floor no more than 5 feet below the top of the next higher floor and no more than 2 feet below the lowest adjacent grade on all sides. A foundation exceeding either dimension is a Basement. (NFIP Insurance Manual, Rev. May 2013)

Substantial Damage – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would exceed 50 percent of the market value of the structure before the damage occurred. (44 CFR 59.1)

Substantial Improvement – Any repair, reconstruction or improvement of a structure where the cost equals or exceeds fifty percent (50) of the market value of the structure either before the improvement or repair is started or if the structure has been damaged, and is being restored, before the damage occurred;

1. Substantial improvement is considered to occur when the first construction of any wall, ceiling, floor or other structural part of the building commences;
2. The term does not include:
 1. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or
 2. Any alteration of a structure listed on the national register of historic places or state inventory of historic places. (ARM 36.15.101(21)) (44 CFR 59.1))

Suitable Fill – Fill material which is stable, compacted, well graded, and pervious, not adversely affected by water and frost, devoid of trash or similar foreign matter, tree stumps or other organic material; and is fitting for the purpose of supporting the intended use and/or permanent structure. (ARM 36.15.101(22))

Variance – Means a grant or relief from the development requirements of these regulations which would permit construction in a manner that would be otherwise prohibited by these regulations by an approval pursuant Article 12. (ARM 36.15.101(23))

Violation – A finding and order pursuant to the regulations against the owner or responsible party of the failure of a structure or other development to be fully compliant with these regulations. (44 CFR 59.1)

ARTICLE 3. FORMS AND FEES

Sec. 12-19 Forms

The following forms may be required by the Floodplain Administrator:

1. **Floodplain Permit Application Form** –The “Joint Application for Proposed Work in Montana’s Steams, Wetlands, Regulated Flood Hazard Areas, and Other Water Bodies”, or other designated application form. A completed FEMA MT-1 form may be required to accompany the application when required by the Floodplain Administrator.

2. **Floodplain Permit Compliance Report** – A report required to be submitted by the Applicant to the Floodplain Administrator once the permitted project in the Regulated Flood Hazard Area is completed or within the designated time stipulated on the Floodplain permit. A compliance report including an elevation and or flood proofing certificate may be required where specified for the purpose of documenting compliance with the requirements of the permit.
3. **Floodplain Variance Application Form** – An application submitted by the Applicant to the Floodplain Administrator to initiate a proposed variance from the requirements of these regulations as described in Article 12.
4. **Floodplain Appeal Notice Form**– A form submitted by the Applicant or an aggrieved party to initiate the appeal process described in Article 13.
5. **Floodplain Emergency Notification Form**– A written notification form required pursuant to Article 11 of these regulations.
6. **Official Complaint Form** – A form that may be used by any person to notify the Floodplain Administrator of an activity taking place that appears to be noncompliant with the requirements of these regulations.

Sec. 12-20 Fees

A reasonable application fee for processing of permit applications may be imposed. Fees may be adopted for costs of permit applications, notices, variances, inspections, certifications or other administrative actions required by these regulations. (ARM 36.15.204(3)(b))

ARTICLE 4. REGULATED FLOOD HAZARD AREA

Sec. 12-21 REGULATED FLOOD HAZARD AREAS

1. The Regulated Flood Hazard Areas are the 100-year floodplains illustrated and referenced in the following specific studies and reports described as follows:
 1. FEMA Flood Insurance Study (FIS) and Digital Flood Insurance Rate Maps (DFIRMs) for the City of Miles City, Montana adopted July 22, 2010.
2. The Regulated Flood Hazard Areas specifically described or illustrated in the above referenced studies and maps of the 100-year floodplain have been delineated, designated and established by order or determination by the DNRC pursuant to 76-5-201et.seq., MCA.
3. Use allowances, design and construction requirements specifically in Articles 5, 6, 9, and 10 in these regulations vary by the specific Floodplain areas including areas identified as Floodway and Flood Fringe within the Regulated Flood Hazard Area.

Sec. 12-22 INTERPRETATION OF REGULATED FLOOD HAZARD AREA BOUNDARIES

1. The mapped boundaries of the Floodplain illustrated in the referenced studies and maps in this Section are a guide for determining whether property is within the Regulated Flood Hazard Area.
2. A determination of the outer limits and boundaries of the Regulated Flood Hazard Area or the Flood Fringe and Floodway within the Regulated Flood Hazard Area includes an evaluation of the maps as well as the particular study data referenced in this Section. Supporting study material for Base Flood Elevations takes precedence over any map illustrations if it exists.
3. The Regulated Flood Hazard Area boundary is delineated by the Base Flood Elevation. The physical field regulatory boundary of the Regulated Flood Hazard Area is the actual intersection of the applicable study Base Flood Elevation with the existing adjacent terrain of the watercourse or drainway. (ARM 36.15.501(6))
4. The Floodway boundary where identified within the Floodplain is as illustrated on the referenced maps and studies. Since the Floodway boundary is a study feature, the location of the boundary may be physically located by referencing the study data to a ground feature. The Floodplain Administrator's interpretation of the boundary and decision may be appealed as set forth in Article 13.
5. The Floodplain Administrator may request additional information described below to determine whether or not the proposed development is within the Regulated Flood Hazard Area:
 1. Where Base Flood Elevations exist, the property owner may provide additional information which may include elevation information provided by an engineer or land surveyor in order to determine if the proposed development is subject to these regulations. (ARM 36.15.501(6))
 2. Where Base Flood Elevations do not exist, the property owner may provide additional information to be considered to determine the location of the regulatory boundary or alternatively provide a computed Base Flood Elevation provided by an engineer.
 3. The Floodplain Administrator's interpretation of the boundaries and decision may be appealed as set forth in Article 13.
6. Any owner or lessee of property who believes his property has been inadvertently included in the Regulated Flood Hazard Area including the Floodway or Flood Fringe may submit scientific and/or technical information to the Floodplain Administrator for a determination if the property is appropriately located. Scientific or technical information submitted to FEMA by an owner to affect the insurance rating for insurance purposes may be considered by the Floodplain Administrator. A determination by the Floodplain Administrator is independent of any determination by FEMA for insurance purposes.

Sec. 12-23 ALTERATION OF REGULATED FLOOD HAZARD AREA

1. Revisions or updates to the specific maps and data that alter the established Floodplains or Floodway of the Regulated Flood Hazard Area requires DNRC approval pursuant to 75-5-203, MCA. An alteration of the Regulated Flood Hazard Area is a DNRC approved amendment to the DNRC order that originally delineated and designated the 100-year floodplain and is the basis of the Regulated Flood Hazard Area referenced in Section 12-21.2. A DNRC approved alteration consists of revisions or updates to the specific maps and data of the referenced studies in this Section and forms the basis for an amendment to the Regulated Flood Hazard Area in these regulations; (ARM 36.15.505)
2. Any change to the Regulated Flood Hazard Area as a result of a DNRC alteration is effective upon amendment to the Regulated Flood Hazard Area described in Section 12-21.1;
3. Substantial natural physical change or new technical or scientific flood data showing that the Base Flood Elevation has or may be changed or was erroneously established shall be brought to the attention of DNRC and FEMA; (ARM 36.15.505(1)(a)) (44 CFR 65.3)
4. Any Floodplain permit application for a proposed development or artificial obstruction must be denied until a DNRC alteration pursuant to 76-5-203, MCA is approved if it causes an increase of 0.5 feet or more to the Base Flood Elevation of a Regulated Flood Hazard Area without a Floodway or an increase of more than 0.00 feet to the Base Flood Elevation of a Floodway.
5. To propose an alteration a petition must be submitted to DNRC and must include the following information:
 1. Certification that no buildings are located in the areas which would be impacted by the increased Base Flood Elevation; (44 CFR 65.12(a)(5))
 2. Evidence of notice to all property and land owners of the proposed impacts to their properties explaining the proposed impact on their property; (44 CFR 65.12(a)(3))
 3. Information that demonstrates that alternatives are not feasible; (44 CFR 65.12(2))
 4. Information that demonstrates that development is for a public use or benefit; and
 5. Any other supporting information and data as needed for approvals. ((ARM 36.15.505) (44 CFR 60.3(c)(10)) (44 CFR 60.3(d)(3)) (44 CFR 65.7(3)) (44 CFR 65.12))

6. The Floodplain Administrator may represent the permit authority for any necessary applications, approvals or endorsements such as the FEMA Community Acknowledgement Form to FEMA where affecting the FEMA Special Flood Hazard Area;
7. A determination by the Floodplain Administrator that land areas located within the Regulated Flood Hazard Area are above the Base Flood Elevation as proven by a certified elevation survey does not constitute or require an alteration or an amendment of the Regulated Flood Hazard Area and may be maintained as a public record that more explicitly defines the Regulated Flood Hazard Area boundary; and
8. Elevating with suitable fill as permitted does not alter the Regulated Flood Hazard Area or remove the elevated area from the Regulated Flood Hazard Area. (ARM 36.15.505(2))
9. A floodplain permit implementing the physical change cannot be approved until a CLOMR has been issued by FEMA.

ARTICLE 5. USES ALLOWED WITHOUT A PERMIT WITHIN THE REGULATED FLOOD HAZARD AREA

Sec. 12-24 GENERAL

Existing artificial obstructions or nonconforming uses established before land use regulations pursuant to Section 76-5-301, MCA were effective, are allowed without a permit. However, alteration or substantial improvement of an existing artificial obstruction or nonconforming use requires a floodplain permit. Maintenance of an existing artificial obstruction or nonconforming use does not require a floodplain permit if it does not cause an alteration or substantial improvement. (MCA 76-5-404(3))

Sec. 12-25 OPEN SPACE USES

The following open space uses shall be allowed without a permit in the Regulated Flood Hazard Area, provided that such uses are not prohibited by any other regulation or statute, do not require structures, and do not require fill, grading, excavation or storage of materials or equipment: ((ARM 36.15.601) (ARM 36.15.701)(1) (MCA 76-5-401) (MCA 76-5-404(3)))

1. Agricultural uses, not including related structures, such as tilling, farming, irrigation, ranching, harvesting, grazing, etc; ((ARM 36.15.601(1)(a)) (MCA 76-5-401(1)))
2. Accessory uses, not including structures, such as loading and parking areas, or emergency landing strips associated with industrial or commercial facilities; ((ARM 36.15.601(1)(b)) (MCA 76-5-401(2),))
3. Forestry, including processing of forest products with portable equipment; ((ARM 36.15.601(1)(d)) (MCA 76-5-401(4)))

4. Recreational vehicle use provided that the vehicle is on the site for fewer than 180 consecutive days and the vehicle is fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system with wheels intact, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; (44 CFR 60.3(c)(14))
5. Residential uses such as lawns, gardens, parking areas, and play areas; ((ARM 36.15.601(1)(e)) (MCA 76-5-401(5)))
6. Maintenance of the existing state of an existing open space uses including preventive maintenance activities such as bridge deck rehabilitation and roadway pavement preservation activities. Maintenance cannot increase the external size or increase the hazard potential of the existing open space use; (MCA 76-5-404(3)(b))
7. Public or private recreational uses not requiring structures such as picnic grounds, swimming areas, boat ramps, parks, campgrounds, golf courses, driving ranges, archery ranges, wildlife management and natural areas, alternative livestock ranches (game farms), fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, and hiking and horseback riding trails; (ARM 36.15.601(a)(c)) (MCA 76-5-401,))
8. Fences that have a low impact to the flow of water such as barbed wire fences and wood rail fences, and not including permanent fences crossing channels. Fences that have the potential to stop or impede flow or debris such as a chain link or privacy fence requires a floodplain permit and meet the requirements of Section 12-45; (ARM 36.15.601(2)(b)) (MCA 76-5-401))
9. Addition of highway guard rail, signing and utility poles that have a low impact to the flow of water along an existing roadway.
10. Irrigation and livestock supply wells, provided that they are located at least 500 feet from domestic water supply wells and with the top of casing 18" above the Base Flood Elevation. ((ARM 36.15.601(2)(a)) (MCA 76-5-401) (ARM 36.21.647))

ARTICLE 6. PROHIBITED USES, ACTIVITIES AND STRUCTURES WITHIN THE REGULATED FLOOD HAZARD AREA

Sec. 12-26 FLOODWAY

The following artificial obstructions and nonconforming uses are prohibited in the Floodway of the Regulated Flood Hazard Area, except for those established before land use regulations have been adopted: (MCA 76-5-404(3))

1. A building for residential or non-residential purposes; (MCA 76-5-403(1), (ARM 36.15.605)(1a)), (ARM 36.15.605(2b), (ARM 36.15.605(2)(a)).

2. A structure, fill, or excavation that would cause water to be diverted from the Floodway, cause erosion, obstruct the natural flow of waters or reduce the carrying capacity of the Floodway. Notwithstanding these requirements, excavation or fill may be allowed when it is a component to a permitted use allowed in these regulations; (MCA 76-5-403(2)).
3. The construction or storage of an object (artificial obstruction) subject to flotation or movement during flood level periods; (MCA 76-5-403(3) and ARM 36.15.605(1)(c))
4. Solid and hazardous waste disposal and individual and multiple family sewage disposal systems unless the systems meet the local health and sanitation regulations and when permitted pursuant to these regulations and are designed to minimize or eliminate infiltration of flood waters and avoid impairment or contamination; ((ARM 36-15-605(2c)) (44 CFR 60.3(a)(3)))
5. Storage of toxic, flammable, hazardous or explosive materials; and (ARM 36.15.605(2d))
6. Cemeteries, mausoleums, or any other burial grounds.

Sec. 12-27 FLOOD FRINGE OR REGULATED FLOOD HAZARD AREA WITHOUT A FLOODWAY

The following artificial obstructions and nonconforming uses are prohibited in the Flood Fringe or Regulated Flood Hazard Area without a Floodway, except for those established before land use regulations have been adopted:

(MCA 76-5-404(3))

1. Solid and hazardous waste disposal and individual and multiple family sewage disposal systems unless the systems meet the local health and sanitation regulations and when permitted pursuant to these regulations and are designed to minimize or eliminate infiltration of flood waters and avoid impairment or contamination; ((ARM 36-15-703(1)) (44 CFR 60.3(a)(3)))
2. Storage of toxic, flammable, hazardous or explosive materials; (ARM 36-15-703(2))
3. The construction or storage of an artificial obstruction subject to flotation or movement during flood level periods;
4. Cemeteries, mausoleums, or any other burial grounds; and
5. Critical facilities, including buildings and associated structures that provide essential community care and emergency operation functions such as schools, hospitals, nursing home facilities, fire stations and police stations. (44CFR 60.22(a)(2))

ARTICLE 7. FLOODPLAIN PERMIT APPLICATION REQUIREMENTS

Sec. 12-28 GENERAL

1. A Floodplain permit is required for a person to establish, alter or substantially improve an artificial obstruction, nonconforming use or development within the Regulated Flood Hazard Area; ((44 CFR 60.1) (MCA 76-5-404) (ARM 36.15.204(2)(a)))
2. A Floodplain permit is required for artificial obstructions, developments and uses not specifically listed in Articles 9 and 10, except as allowed without a Floodplain permit in Article 5, or as prohibited as specified in Article 6, within the Regulated Flood Hazard Area;
3. Artificial obstructions and nonconforming uses in a Regulated Flood Hazard Area not exempt under Article 5 are public nuisances unless a Floodplain permit has been obtained; (MCA 76-5-404(1))
4. A Floodplain permit is required for an alteration of an existing artificial obstruction or nonconforming use that increases the external size or increases its potential flood hazard and not exempt under Article 5; ((MCA 76-5-404(3)(b)) (ARM 36.15.204(2)(a)))
5. A Floodplain permit is required to reconstruct or repair an existing artificial obstruction that has experienced substantial damage and will undergo substantial improvement; and
6. Maintenance of an existing artificial obstruction or use that is a substantial improvement or an alteration requires a Floodplain permit. (MCA 76-5-404(3)(b))

Sec. 12-29 REQUIRED FLOODPLAIN PERMIT APPLICATION INFORMATION

1. A Floodplain permit application shall include, but is not limited to the following:
 1. A completed and signed Floodplain Permit Application;
 2. The required review fee;
 3. Plans in duplicate drawn to scale showing the location, dimensions, and elevation of the proposed project including landscape alterations, existing and proposed structures, and the location of the foregoing in relation to the Regulated Flood Hazard Areas and if applicable the Floodway boundary; ((MCA 76-5-405) (ARM 36.15.216))
 4. A copy of other applicable permits or pending applications required by Federal or State law as submitted which may include but are not limited to a 310 permit, SPA 124 permit, Section 404 Permit, 318 Authorization, 401 Certification or a Navigable Rivers Land Use License or Easement for the proposed project; and the applicant must show that the Floodplain permit application is not in conflict with the relevant and applicable permits; and (44 CFR 60.3(a)(2))
 5. Additional information related to the specific use or activity that demonstrates the design criteria and construction standards are met or exceeded as specified in Articles 9 and 10. ((MCA 76-5-405) (ARM 36.15.216))

ARTICLE 8. FLOODPLAIN PERMIT APPLICATION EVALUATION

Sec. 12-30 FLOODPLAIN PERMIT APPLICATION REVIEW

1. The Floodplain Administrator shall review and evaluate the Floodplain permit application and shall approve, approve with conditions, or deny the application within (60 working days or a time specified) of receipt of a correct and complete application. (MCA 76-5-405(2))
2. The Floodplain Administrator shall determine whether the Floodplain permit application contains the applicable elements required in these regulations and shall notify the applicant of the Floodplain Administrator's determination.
3. If the Floodplain permit application is found to be missing the required elements and if the applicant corrects the identified deficiencies and resubmits the Floodplain application, the Floodplain Administrator shall notify the applicant whether the resubmitted Floodplain application contains all the elements required by these regulations, as applicable.
4. This process shall be repeated until the applicant submits a completed Floodplain permit application containing all the elements required by these regulations, or the application is withdrawn.
5. If after a reasonable effort the Floodplain Administrator determines that the Floodplain application remains incomplete, the Floodplain Administrator shall deny the Floodplain permit application and notify the applicant of missing elements. No further action shall be taken on the Floodplain permit application by the Floodplain Administrator until the Floodplain permit application is resubmitted.
6. A determination that a Floodplain permit application is correct and complete for review does not ensure that the Floodplain permit application will be approved or conditionally approved and does not limit the ability of the Floodplain Administrator to request additional information during the review process.

Sec. 12-31 NOTICE REQUIREMENTS FOR FLOODPLAIN PERMIT APPLICATIONS:

1. Upon receipt of a complete application for a Floodplain permit, the Floodplain Administrator shall prepare a notice containing the facts pertinent to the Floodplain permit application and shall:
 1. Publish the notice at least once in a newspaper of general circulation in the area; (ARM 36.15.204(2)(c))
 2. Serve notice by first-class mail upon adjacent property owners; (ARM 36.15.204(2)(c))

3. Serve notice to the State National Flood Insurance Program Coordinator located in DNRC by the most efficient method. Notice to other permitting agencies or other impacted property owners may be provided; and
 4. Prior to any alteration or relocation of a watercourse in the Regulated Flood Hazard Area, additionally provide notice to FEMA and adjacent communities. (44 CFR 60.3 (b)(6))
2. The notice shall provide a reasonable period of time, not less than 15 days, for interested parties to submit comments on the proposed activity. (ARM 36.15.204(2)(c))

Sec. 12-32 FLOODPLAIN PERMIT CRITERIA

1. Floodplain permit applications shall be approved provided the proposed new construction, substantial improvement, or alteration of an artificial obstruction meets the requirements of the minimum standards and criteria in Articles 9 and 10 and other requirements of these regulations. ((MCA 76-5-406) (44 CFR 60.3))
2. A Flood Plain permit application for a development that will cause an increase of more than 0.00 feet to the Base Flood Elevation of the Floodway or more than 0.50 feet to the Base Flood Elevation of the Regulated Flood Hazard Area without a Floodway shall not be approved until approval for an Alteration pursuant to Section 12-23 has been approved, the Regulated Flood Hazard Area is amended and a FEMA CLOMR where required is issued.
3. The Floodplain Administrator shall determine that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendment of 1972, 36 U.S.C. 1334.(44 CFR 60.3(a)(2))

Sec. 12-33 DECISION

1. The Floodplain Administrator shall approve, conditionally approve, or deny the proposed Floodplain permit application. The Floodplain Administrator shall notify the applicant of his action and the reasons thereof within (60 working days or a time specified) of receipt of a correct and complete Floodplain permit application unless otherwise specified. A copy of the approved Floodplain permit must be provided to DNRC. ((MCA 76-5-405(2)) (ARM 36.15.204(2)(e))
2. The approval of a Floodplain permit application does not affect any other type of approval required by any other statute or ordinance of the state or any political subdivision or the United States, but is an added requirement. (MCA 76-5-108)

Sec. 12-34 FLOODPLAIN PERMIT CONDITIONS AND REQUIREMENTS

1. Upon approval or conditional approval of the Floodplain permit application, the Floodplain Administrator shall provide the applicant with a Floodplain permit with

applicable specific requirements and conditions including but not limited to the following:

1. The Floodplain permit will become valid when all other necessary permits required by Federal or State law are in place;(44 CFR 60.3(a)(2)
2. Completion of the development pursuant to the Floodplain permit shall be completed within one year from the date of Floodplain permit issuance or a time limit commensurate with the project construction time line for completion of the project or development. The applicant may request an extension for up to an additional year. The request must be made at least 30 days prior to the permitted completion deadline;
3. The applicant shall notify subsequent property owners and their agents and potential buyers of the Floodplain development permit issued on the property and that such property is located within a Regulated Flood Hazard Area and shall record the notice with the Floodplain Administrator; (ARM 36.15.204(2)(g))
4. The applicant shall maintain the artificial obstruction or use to comply with the conditions and specifications of the permit;
5. The applicant shall allow the Floodplain Administrator to perform on site inspections at select intervals during construction or completion;
6. The applicant shall provide periodic engineering oversight and/or interim reports during the construction period to be submitted to the Floodplain Administrator to confirm constructed elevations and other project elements;
7. The applicant shall submit a compliance report including certifications where required and applicable including flood proofing, elevation, surface drainage, proper enclosure openings and materials to the Floodplain Administrator within 30 days of completion or other time as specified;
8. The applicant shall submit an annual performance and maintenance report on bank stabilization or other projects utilizing maturing vegetative components to the Floodplain Administrator for a period of 5 years or a time specified in the permit; or
9. The applicant shall submit evidence of a submittal of a FEMA Letter of Map Revision (LOMR) to FEMA and applicable fees within 6 months of project completion and proceed with due diligence for acceptance of the document and necessary supporting materials by FEMA. (44 CFR 65.3)

ARTICLE 9. DEVELOPMENT REQUIREMENTS IN THE FLOODWAY

Sec. 12-35 USES REQUIRING PERMITS

Artificial obstructions including alterations and substantial improvements specifically listed in Sections 12-37 to 12-49 may be allowed by permit within the Floodway, provided the General

Requirements in Section 12-36 and the applicable requirements in Sections 12-37 to 12-49 are met.

Sec. 12-36 GENERAL REQUIREMENTS

An application for a permit shall meet the following requirements:

1. All projects shall be designed and constructed to ensure that they do not adversely affect the flood hazard on other properties and are reasonably safe from flooding;
2. All projects shall assure that the carrying capacity of the Floodway is not reduced. All projects in the Floodway shall meet the following:
 1. Demonstrate that the project does not increase the Base Flood Elevation by conducting an encroachment analysis certified by an engineer. A minimal or qualitative encroachment analysis may be accepted when the project or development does not require a structure, alteration of the Floodway, involve fill, grading, excavation or storage of materials or equipment but is also certified by an engineer to not exceed the allowable encroachment to the Base Flood Elevation; and
 2. The allowable encroachment to the Base Flood Elevation is 0.00 feet, and no significant increase to the velocity or flow of the stream or water course unless approval of an alteration of the Regulated Flood Hazard Area pursuant to Section 12-23 and an approved FEMA Conditional Letter of Map Revision occurs before permit issuance; and
((ARM 36.15.604) (ARM 36.15.505) (ARM 36.15.605(b)) (44 CFR 60.3(a)(3 and 4)) (44CFR 65.12(a))
3. An application for a Floodplain permit must also demonstrate the following factors are considered and incorporated into the design of the use or artificial obstruction in the Floodway:
 1. The danger to life and property due to backwater or diverted flow caused by the obstruction or use; ((MCA 76-5-406(1)) (ARM 36.15.216(2)(a)))
 2. The danger that the obstruction or use may be swept downstream to the injury of others; ((MCA 76-5-406(2)) (ARM 36.15.216(2)(b)))
 3. The availability of alternative locations; ((MCA 76-5-406(3)) (ARM 36.15.216(2)(c)))
 4. Construct or alter the obstruction or use in such manner as to lessen the flooding danger; ((MCA 76-5-406(4)) (ARM 36.15.216(2)(d)))
 5. The permanence of the obstruction or use and is reasonably safe from flooding; ((MCA 76-5-406(5)) (ARM 36.15.216(2e)))

6. The anticipated development in the foreseeable future of the area which may be affected by the obstruction or use; ((MCA 76-5-406(6)) (ARM 36.15.216(2f)))
7. Relevant and related permits for the project have been obtained; (44 CFR 60.3(a)(2))
8. Such other factors as are in harmony with the purposes of these regulations, the Montana Floodplain and Floodway Management Act, and the accompanying Administrative Rules of Montana; and ((MCA 76-5-406(7)) (ARM 36.15.216(2)(g)))
9. The safety of access to property in times of flooding for ordinary and emergency services. (44CFR 60.22 (c)(7))

Sec. 12-37 MINING OF MATERIAL REQUIRING EXCAVATION FROM PITS OR POOLS provided, in addition to the requirements of Section 12-36, that:

1. A buffer strip of undisturbed land of sufficient width as determined by an engineer to prevent flood flows from channeling into the excavation is left between the edge of the channel and the edge of the excavation; (ARM 36.15.602(1)(a))
2. The excavation meets all applicable laws and regulations of other local and state agencies; and (ARM 36.15.602(1)(b))
3. Excavated material may be processed on site but is stockpiled outside the Floodway.(ARM 36.15.602(1)(c))

Sec. 12-38 RAILROAD, HIGHWAY STREET STREAM CROSSINGS

including other transportation related crossings provided, in addition to the requirements of Section 12-36, that:

1. Crossings are designed to offer minimal obstructions to the flood flow; (ARM 36.15.602(2))
2. Where failure or interruption of public transportation facilities would result in danger to public health or safety and where practicable and in consideration of FHWA Federal-Aid Policy Guide 23CFR650A:
 1. Bridge lower chords shall have freeboard to at least two (2) feet above the Base Flood Elevation to help pass ice flows, the base flood discharge and any debris associated with the discharge; and
 2. Culverts shall be designed to pass the Base Flood discharge and maintain at least two (2) feet freeboard on the crossing surface;
3. Normal overflow channels, if possible are preserved to allow passage of sediments to prevent aggradations; and

4. Mid stream supports for bridges, if necessary, have footings buried below the maximum scour depth.

Sec. 12-39 LIMITED FILLING FOR ROAD AND RAILROAD EMBANKMENTS

including other transportation related embankments, not associated with stream crossings and bridges provided, in addition to the requirements of Section 12-36, that:

1. The fill is suitable fill;
2. Reasonable alternate transportation routes outside the floodway are not available; and (ARM 36.15.602(3))
3. The encroachment is located as far from the stream channel as possible. (ARM 36.15.602(3))

Sec. 12-40 BURIED OR SUSPENDED UTILITY TRANSMISSION LINES

provided, in addition to the requirements of Section 12-36, that:

1. Suspended utility transmission lines are designed such that the lowest point of the suspended line is at least six (6) feet higher than the Base Flood Elevation; (ARM 36.15.602(4))
2. Towers and other appurtenant structures are designed and placed to withstand and offer minimal obstruction to flood flows; (ARM 36.15.602(4))
3. Alternatives such as alternative routes, directional drilling, and aerial crossings are considered when technically feasible; and
4. Utility transmission lines carrying toxic or flammable materials are buried to a depth of at least twice the calculated maximum scour depth determined by an engineer for the Base Flood. (ARM 36.15.602(4))

Sec. 12-41 STORAGE OF MATERIALS AND EQUIPMENT

provided, in addition to the requirements of Section 12-36, that:

1. The material or equipment is not subject to major damage by flooding and is properly anchored to prevent flotation or downstream movement; or (ARM 36.15.602(5)(a))
2. The material or equipment is readily removable within the limited time available after flood warning. Storage of flammable, toxic or explosive materials shall not be permitted.(ARM 36.15.602(5)(b))

Sec. 12-42 DOMESTIC WATER SUPPLY WELLS

provided, in addition to the requirements of Section 12-36, that:

1. They are driven or drilled wells located on ground higher than surrounding ground to assure positive drainage from the well; (ARM 36.15.602(6))
2. They require no other structures (e.g. a well house); (ARM 36.15.602(6))
3. Well casings are water tight to a distance of at least twenty five (25) feet below the ground surface and the well casing height is a minimum of two (2) feet above the Base Flood Elevation or capped with a watertight seal and vented two (2) feet above the Base Flood Elevation; ((ARM 36.15.602(6)))
4. Water supply lines have a watertight seal where the lines enter the casing; (ARM 36.15.602(6))
5. All pumps and electrical lines and equipment are either of the submersible type or are adequately flood proofed; and (ARM 36.15.602(6))
6. Check valves are installed on main water lines at wells and at all building entry locations. ((44 CFR 60.3 (a)(5)) (ARM 36.15.602(6)))

Sec. 12-43 BURIED AND SEALED VAULTS FOR SEWAGE DISPOSAL IN CAMPGROUNDS AND RECREATIONAL AREAS

provided, in addition to the requirements of Section 12-36, demonstrate approval by Montana Department of Environmental Quality and local health and sanitation permits or approvals. ((44 CFR 60.3(a)(6)) (ARM 36.15.602(7)))

Sec. 12-44 PUBLIC AND PRIVATE CAMPGROUNDS

provided, in addition to the requirements of Section 12-36, that:

1. Access roads require only limited fill and do not obstruct or divert flood waters; (ARM 36.15.602(8))
2. The project meets the accessory structures requirements in this Section;
3. No dwellings or permanent mobile homes are allowed; (ARM 36.15.602(8))
4. Recreational vehicles and travel trailers are ready for highway use with wheels intact, with only quick disconnect type utilities and securing devices, and have no permanently attached additions; and (44 CFR 60.3(c)(14))
5. There is no large-scale clearing of riparian vegetation within 50 feet of the mean annual high water mark.

Sec. 12-45 STRUCTURES ACCESSORY OR APPURTENANT

to permitted uses such as boat docks, loading and parking areas, marinas, sheds, emergency airstrips, permanent fences crossing channels that may impede or stop flows or debris, picnic

shelters and tables and lavatories, that are incidental to a principal structure or use, provided in addition to the requirements of Section 12-36, that:

1. The structures are not intended for human habitation or supportive of human habitation; (ARM 36.15.602(9))
2. The structures will have low flood damage potential; (ARM 36.15.602(9))
3. The structures will, insofar as possible, be located on ground higher than the surrounding ground and as far from the channel as possible; (ARM 36.15.602(9))
4. The structures will be constructed and placed so as to offer a minimal obstruction to flood flows; (ARM 36.15.602(9))
5. Only those wastewater disposal systems that are approved under health and sanitation regulations are allowed;
6. Service facilities within these structures such as electrical, heating and plumbing are flood proofed according to the requirements in Article 10; (ARM 36.15.602(9))
7. The structures are firmly anchored to prevent flotation; (ARM 36.15.602(9))
8. The structures do not require fill and/or substantial excavation;
9. The structures or use cannot be changed or altered without permit approval; and
10. There is no clearing of riparian vegetation within 50 feet of the mean annual high water mark.

Sec. 12-46 CONSTRUCTION OF OR MODIFICATIONS TO SURFACE WATER DIVERSIONS

provided, in addition to the requirements of Section 12-36, that the design is reviewed and approved by an engineer and includes:

1. Measures to minimize potential erosion from a Base Flood; and (ARM 36.15.603(3)(b))
2. Designs and plans that demonstrate any permanent structure in the stream is designed to safely withstand up to the Base Flood considering the forces associated with hydrodynamic and hydrostatic pressures including flood depths, velocities, impact, ice buoyancy, and uplift forces associated with the Base Flood. ((ARM 36.15.603(3)(c)) ((CFR 60.3(a)(3) (CFR 60.3(d)(3)))

Sec. 12-47 FLOOD CONTROL AND STREAM BANK STABILIZATION MEASURES

provided, in addition to the requirements of Section 12-36, that the design is reviewed and

approved by an engineer and constructed to substantially resist or withstand the forces associated with hydrodynamic and hydrostatic pressures, including flood depths, velocities, impact, ice, buoyancy, and uplift associated with the Base Flood. The design must also show compliance with the following applicable criteria: ((CFR 60.3(a)(3) (CFR 60.3(d)(3)) (ARM 36.15.606))

1. LEVEE AND FLOODWALL construction or alteration:

1. Must be designed and constructed with suitable fill and be designed to safely convey a Base Flood; (ARM 36.15.606(1)(a))
2. Must be constructed at least 3 feet higher than the elevation of the Base Flood unless the levee or floodwall protects agricultural land only; (ARM 36.15.606(2)(a))
3. Must meet state and federal levee engineering and construction standards and be publically owned and maintained if it protects structures of more than one landowner; and
(ARM 36.15.505(1)(c)(ii)and (iii))
4. For any increase in the elevation of the Base Flood, an alteration of the Regulated Flood Hazard Area requires approvals pursuant to Section 12-23.

2. STREAM BANK STABILIZATION, PIER AND ABUTMENT PROTECTION projects:

1. Must be designed and constructed using methods and materials that are the least environmentally damaging yet practicable, and should be designed to withstand a Base Flood once the project's vegetative components are mature within a period of up to 5 years or other time as required by the Floodplain Administrator. Once vegetation is mature and established it should not require substantial yearly maintenance after the initial period;
2. Materials for the project may be designed to erode over time but not fail catastrophically and impact others. Erosion, sedimentation, and transport of the materials may be designed to be at least similar in amount and rate of existing stable natural stream banks during the Base Flood;
3. Must not increase erosion upstream, downstream, across from or adjacent to the site in excess of the existing stable natural stream bank during the Base Flood; and (ARM 36.15.606(1)(b))
4. Materials for the project may include but are not limited to riprap, root wads, brush mattresses, willow wattles, natural woody debris or combinations of analogous materials.

3. CHANNELIZATION PROJECTS where the excavation and/or construction of an channel is for the purpose of diverting the entire or a portion of the flow of a stream from its established course, the project must:

1. Not increase the magnitude, velocity, or elevation of the Base Flood; and
2. Meet the requirements of Section 12-47.2.
(ARM 36.15.101(7)) (ARM 36.15.606(1)(c))

4. DAMS:

1. The design and construction shall be in accordance with the Montana Dam Safety Act and applicable safety standards; and
2. The project shall not increase flood hazards downstream either through operational procedures or improper hydrologic/hydraulic design. (ARM 36.15.606(1)(d))

Sec. 12-48 STREAM AND BANK RESTORATION

projects intended to reestablish the terrestrial and aquatic attributes of a natural stream and not for protection of a structure or development provided, in addition to the requirements of Section 12-36, that:

1. The project will not increase velocity or erosion upstream, downstream, across from or adjacent to the site; (ARM 36.15.606(1)(b))
2. Materials may include but are not limited to boulders, rock cobble, gravel, native stream bed materials, root wads, brush mattresses, willow wattles, natural woody debris or combinations of analogous materials and that reasonably replicates the bed and bank of the natural stream;
3. Erosion, sedimentation, and transport of the materials are not more than the amount and rate of existing natural stream banks during the Base Flood; and
4. The project may be designed to allow vegetative materials to mature within a period up to 5 years or other time as required by the Floodplain Administrator. Once vegetation is mature and established it should not require substantial yearly maintenance after the initial period.

Sec. 12-49 EXISTING RESIDENTIAL AND NON-RESIDENTIAL BUILDINGS IN THE FLOODWAY

any alteration or substantial improvement to an existing building must meet the requirements of Section 12-36 and the applicable requirements in Article 10 for residential or non-residential buildings. (MCA76-5-404(3)(b))

ARTICLE 10. DEVELOPMENT REQUIREMENTS IN THE FLOOD FRINGE OR REGULATED FLOOD HAZARD AREA WITH NO FLOODWAY

Sec. 12-50 USES REQUIRING PERMITS

All uses allowed by permit in the Floodway shall also be allowed by permit within the Flood Fringe or Regulated Flood Hazard Area with no Floodway. Such uses are subject to the requirements in Article 9, with the exception of the encroachment limit of Section 12-36.2. Instead, such uses are subject to the encroachment limits of this Section 12-51.9.

Except for prohibited artificial obstructions in Section 12-27, all other artificial obstructions including new construction, substantial improvements, alterations to residential, and nonresidential structures including manufactured homes, and related suitable fill or excavation shall be allowed by permit and are subject to the requirements in this Section and General Requirements of Section 12-36, with the exception of the encroachment limit of Section 12-36.2. (ARM 36.15.701(2))

Sec. 12-51 GENERAL REQUIREMENTS

An application for a Floodplain permit must demonstrate or meet the following applicable requirements:

- 1. Base Flood Elevation** Where necessary to meet the appropriate elevation requirement in these regulations, the base Flood Elevation(s) must be determined by an engineer and utilized in the design and layout of the project demonstrating the design and construction criteria herein are met. For Regulated Flood Hazard Areas that do not have computed and published Base Flood Elevations in the adopted flood hazard study referenced in Article 4, a Base Flood Elevation must be determined or obtained from a reliable source, utilizing appropriate engineering methods and analyses;
- 2. Flood Damage** Structures must be constructed by methods and practices that minimize flood damage and structures must be reasonably safe from flooding; ((44 CFR 60.3(a) (44 CFR 60.3(a)(3)(iii)))
- 3. Surface Drainage** Adequate surface drainage must be provided around structures;
- 4. Materials** Structures must be constructed with materials resistant to flood damage; ((44 CFR 60.3(a) (44 CFR 60.3(a)(3)(ii)))
- 5. Artificial Obstructions** Structures, excavation or fill must not be prohibited by any other statute, regulation, ordinance, or resolution; and must be compatible with subdivision, zoning and any other land use regulations, if any; (ARM 36.15.701(3)(a)) ((ARM 36.15.701(3)(b)))
- 6. Anchoring**
All construction and substantial improvements must be designed and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting

from hydrodynamic and hydrostatic loads, including the effects of buoyancy;(44CFR 60.3(a)(3))

7. Certification

Certification by an engineer, architect, land surveyor, or other qualified person must accompany the application where required including for an encroachment analysis, adequacy of structural elevations, Base Flood Elevation determinations, flood-proofing, enclosure flood openings and design and construction to withstand the hydrodynamic forces and hydrostatic pressures of flood depths, velocities, impact, buoyancy, uplift forces associated with the Base Flood and surface drainage. A certification is not intended to constitute a warranty or guarantee of performance, expressed or implied; ((ARM 36.15.606(1) (ARM 36.15.702(2)(c)) (ARM 36.15.801(3)(b)) (44 CFR 60.3(c)(3 &4)) (44 CFR 60.3 (d)(3)))

8. Access

Structures must have safe access during times of flooding up to the Base Flood for ordinary and emergency services provided there are no reasonable alternate locations for structures;

9. Encroachment Analysis

1. All applications in the Regulated Flood Hazard Area without a Floodway must be supported by an encroachment analysis of the proposed use, a thorough hydrologic and hydraulic analysis except as provided in following paragraph 4, Section 12-51.9.4, prepared by an engineer to demonstrate the effect of the structure on flood flows, velocities and the Base Flood Elevation; ((ARM 36.15.604) (44 CFR 60.3(a)(3)))
2. The maximum allowable encroachment is certified to be at or less than 0.5 feet increase to the Base Flood Elevation unless approval of an alteration of the Regulated Flood Hazard Area pursuant to Article 4 and an approved FEMA Conditional Letter of Map Revision occurs before permit issuance; ((ARM 36.15.604) (ARM 36.15.505) (44 CFR 60.3(c)(13)))
3. An encroachment analysis is not required for any development in the Flood Fringe where an accompanying Floodway has been designated within the Regulated Flood Hazard Area; and
4. Although all other development standards herein apply, a minimal or qualitative encroachment analysis may be accepted when the project or development does not require a structure, alteration of the Floodplain, involve fill, grading, excavation or storage of materials or equipment and also is certified by an engineer to not exceed the allowable encroachment.

10. Electrical Systems Flood Proofing

All electrical service materials, equipment and installation for uses in a Regulated Flood Hazard Area must be certified to meet the following requirements:

1. All incoming power service equipment including all metering equipment, control centers, transformers, distribution and lighting panels and all other stationary equipment must be located at least two feet above the Base Flood Elevation; (ARM 36.15.901(1)(a))
2. Portable and movable electrical equipment may be placed below the Base Flood Elevation, provided that the equipment can be disconnected by a single plug and socket assembly of the submersible type; (ARM 36.15.901(1)(b))
3. The main power service lines must have automatically operated electrical disconnect equipment or manually operated electrical disconnect equipment located at an accessible remote location outside the Regulated Flood Hazard Area or two feet above the Base Flood Elevation; and (ARM 36.15.901(1)(c))
4. All electrical wiring systems installed below the Base Flood Elevation must be suitable for continuous submergence and may not contain fibrous components. (ARM 36.15.901(1)(d))

11. Heating and Cooling Systems Flood Proofing

Heating and cooling systems for uses in a Regulated Flood Hazard Area must be certified to meet the following requirements:

1. Float operated automatic control valves must be installed so that fuel supply is automatically shut off when flood waters reach the floor level where the heating and cooling systems are located; (ARM36.15.902(1)(a))
2. Manually operated gate valves must be installed in gas supply lines. The gate valves must be operable from a location above the Base Flood Elevation; (ARM36.15.902(1)(b))
3. Electrical Systems flood proofing must be met; and (ARM36.15.902(1)(c))
4. Furnaces and cooling units must be installed at least two (2) feet above the Base Flood Elevation and the ductwork installed above the Base Flood Elevation.

12. Plumbing Systems Flood Proofing

Plumbing systems for uses in the Regulated Flood Hazard Area must be certified to meet the following requirements:

1. Sewer lines, except those to a buried and sealed vault, must have check valves installed to prevent sewage backup into permitted structures; and (ARM 36.15.903(1)(a))

2. All toilets, stools, sinks, urinals, vaults, and drains must be located so the lowest point of possible flood water entry is at least two (2) feet above the Base Flood Elevation. (ARM 36.15.903(1)(b))

13. Structural Fill Flood Proofing

Fill used to elevate structures, including but not limited to residential and non-residential buildings must be certified to meet the following requirements:

1. The filled area must be at or above the Base Flood Elevation and extend at least fifteen (15) feet beyond the structure in all directions;
2. Fill material must be suitable fill, that is stable, compacted, well graded, and pervious, not adversely affected by water and frost, devoid of trash or similar foreign matter, tree stumps or other organic material; and is fitting for the purpose of supporting the intended use and/or permanent structure. (ARM 36.15.101(22))
3. The fill must be compacted to minimize settlement and compacted to 95 percent of the maximum density. Compaction of earthen fill must be certified by an engineer;
4. No portion of the fill is allowed within the floodway;
5. The fill slope must not be steeper than 1 ½ horizontal to 1 vertical unless substantiating data justifying a steeper slope is provided and adequate erosion protection is provided for fill slopes exposed to floodwaters; and

14. Wet Flood Proofing

Building designs with an enclosure below the lowest floor must be certified to meet the following:

1. Materials used for walls and floors are resistant to flooding to an elevation two (2) feet or more above the Base Flood Elevation; (ARM 36.15.702(2)(a))
2. The enclosure must be designed to equalize hydrostatic forces on walls by allowing for entry and exit of floodwaters. Opening designs must either be certified by an engineer or architect or meet or exceed the following:
 1. Automatically allow entry and exit of floodwaters through screens, louvers, valves, and other coverings or devices;
 2. Have two (2) or more openings with a total net area of not less than one (1) square inch for every one (1) square foot of enclosed area below the Lowest Floor, except if the enclosure is partially subgrade, a minimum of 2 openings may be provided on a single wall; and
 3. Have the bottom of all openings no higher than one (1) foot above the higher of the exterior or interior adjacent grade or floor immediately below the openings.

(44 CFR 60.3(c)(5)) (NFIP Insurance Manual, Rev. May 2013)

15. Dry Flood Proofing

Building designs that do not allow internal flooding must be certified according to these regulations to meet the following:

1. Building use must be for non-residential use only and does not include mixed residential and non-residential use;
2. Be Flood Proofed to an elevation no lower than two (2) feet above the Base Flood Elevation;
3. Be constructed of impermeable membranes or materials for floors and walls and have water tight enclosures for all windows, doors and other openings; and
4. Be designed to withstand the hydrostatic pressures and hydrodynamic forces resulting from the Base Flood and the effects of buoyancy.
(ARM 36.15.702(2)(b)) (44 CFR 60.3(c)(3))

16. Elevation of the Lowest Floor

Elevating the lowest floor may be by either suitable fill, foundation wall enclosure, stem walls, pilings, posts, piers, columns or other acceptable means; ((MCA 76-5-402(2)(b)) (44 CFR 60.3(b)(8)) (44 CFR 60.3(c)(6)))

17. Crawl Spaces

Crawl space foundation enclosures including sub grade crawlspace enclosures below the lowest floor must meet the wet flood proofing requirements and be designed so that the crawl space floor is at or above the Base Flood Elevation. Crawl space foundations must have an inside dimension of not more than five (5) feet from the ground to the top of the living floor level and a sub grade crawlspace must also have the interior ground surface no more than two (2) feet below the exterior lowest adjacent ground surface on all sides. A sub grade foundation exceeding either dimension is a basement;

18. Manufactured Home Anchors

For new placement, substantial improvement or replacement of manufactured homes for residential or nonresidential use including additions, the chassis must be secure and must resist flotation, collapse or lateral movement by anchoring with anchoring components capable of carrying a force of 4,800 pounds and as follows:

1. For manufactured homes less than fifty (50) feet long, over-the-top ties to ground anchors are required at each of the four (4) corners of the home, with two additional ties per side at intermediate locations; or

2. For manufactured homes more than fifty (50) feet long, frame ties to ground anchors are required at each corner of the home with five (5) additional ties per side at intermediate points; and
((CFR 60.3(b)(8)) CFR 60.3(c)(6)))

19. Access

Access for emergency vehicles is provided. For manufactured homes, access for a manufactured home hauler is also provided.

Sec. 12-52 RESIDENTIAL BUILDING, EXCEPTIONS OR ADDITIONAL

REQUIREMENTS New construction, alterations, and substantial improvements of residential dwellings, manufactured homes, including replacement of manufactured homes, must be constructed such that:

1. **Elevation of the Lowest Floor** The Lowest Floor of the building including an attached garage or basement must be two (2) feet or more above the Base Flood Elevation; (ARM 36.15.701(3))
2. **Enclosure** Enclosures of elevated buildings cannot be dry flood proofed. Use for an enclosure is limited to facilitating building component access. The enclosure including a crawlspace must be wet flood proofed and the enclosure floor must be at or above the Base Flood Elevation. An attached garage floor must be two (2) or more feet above the Base Flood Elevation; and
3. **Recreation Vehicles** Recreational vehicles on site for more than 180 days or not ready for highway use must meet the requirements for manufactured homes for residential use.

Sec. 12-53 NON-RESIDENTIAL BUILDING, EXCEPTIONS OR ADDITIONAL
REQUIREMENTS

New construction, alterations, and substantial improvements of non-residential including agricultural, commercial and industrial buildings and residential and non-residential accessory buildings must be constructed such that:

1. **Elevation of the Lowest Floor** The Lowest Floor of the building must be elevated two (2) feet above the Base Flood Elevation or adequately dry flood proofed according to this Section. The Lowest Floor may be wet proofed provided the use is limited to only parking, loading and storage of equipment or materials not appreciably affected by floodwater; ((ARM 36.15.702(2) (44 CFR 60.3(c)(3)(ii) (44 CFR 60.3(c)(3) & (4)))
2. **Enclosure** Enclosures below the Lowest Floor on elevated buildings must be wet flood proofed and the use must be limited to parking, access or storage or must be adequately dry flood proofed according to this Section;
3. **Manufactured homes** Manufactured homes proposed for use as non-residential buildings cannot be dry flood proofed; and

4. Agricultural structures Agricultural structures not intended to be insurable, used solely for agricultural purposes, having low flood damage potential, used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities including raising of livestock, and not intended for human habitation are exempt from the elevation requirement, dry or wet flood proofing, but shall:

1. Be located on higher ground and as far from the channel as possible;
2. Offer minimal obstruction to flood flows;
3. Be adequately anchored to prevent flotation or collapse;
4. Where electrical, heating and plumbing systems are installed, meet the flood proofing requirements in Sections 12-51.10, 12-51.11, and 12-51.12; and
5. Meet the elevation or dry flood proofing requirements if the structure is an animal confinement facility.

((ARM 36.15.602(9) (ARM 36.15.701(3)(e)) (ARM 36.15.702(2))

ARTICLE 11. EMERGENCIES

Sec. 12-54 General

1. Emergency repair and replacement of severely damaged artificial obstructions and development in the Regulated Flood Hazard Area, including public transportation facilities, public water and sewer facilities, flood control works, and private projects are subject to the permitting requirements of these regulations.(ARM 36.15.217)
2. The provisions of these regulations are not intended to affect other actions that are necessary to safeguard life or structures during periods of emergency.

Sec. 12-55 Emergency Notification and Application Requirements

1. The property owner and or the person responsible for taking emergency action must notify the Floodplain Administrator prior to initiating any emergency action in a Regulated Flood Hazard Area normally requiring a Floodplain permit. An Emergency Notification Form must be submitted to the Floodplain Administrator within five (5) days of the action taken as a result of an emergency.
2. Unless otherwise specified by the Floodplain Administrator, within 30 days of initiating the emergency action, a person who has undertaken an emergency action must submit a Floodplain Permit Application that describes what action has taken place during the emergency and describe any additional work that may be required to bring the project in compliance with these regulations.

3. A person who has undertaken an emergency action may be required to modify or remove the project in order to meet the permit requirements.

ARTICLE 12. VARIANCES

Sec. 12-56 GENERAL

A variance from the minimum development standards of these regulations may be allowed. An approved variance would permit construction in a manner otherwise as required or prohibited by these regulations. ((44 CFR 59.1) (ARM 36.15.218))

Sec. 12-57 VARIANCE APPLICATION REQUIREMENTS:

1. Prior to any consideration of a variance from any development standard in these regulations, a completed Floodplain Permit application and required supporting material must be submitted.
2. Additionally, supporting materials in a Variance application specific to the variance request including facts and information addressing the criteria in this section must be submitted.
3. If the Floodplain permit application and Variance application is deemed not correct and complete, the Floodplain Administrator shall notify the applicant of deficiencies within a reasonable time not to exceed 30 days. Under no circumstances should it be assumed that the variance is automatically granted.

Sec. 12-58 NOTICE REQUIREMENTS FOR FLOODPLAIN VARIANCE

APPLICATION Public Notice of the Floodplain permit application and Variance application shall be given pursuant to Section 12-31.

Sec. 12-59 EVALUATION OF VARIANCE APPLICATION

1. A Floodplain permit and Variance shall only be issued upon a determination that the variance is the minimum allowance necessary, considering the flood hazard, to afford relief from these regulations and provided all of the following criteria are met:
 1. There is a good and sufficient cause. Financial hardship is not a good and sufficient cause; (44 CFR 60.6(a)(3))
 2. Failure to grant the variance would result in exceptional hardship to the applicant; (44 CFR 60.3(a)(3)) & ARM 36.15.218(b))
 3. Residential and nonresidential buildings are not in the Floodway except for alterations or substantial improvement to existing buildings, Residential dwellings including basements and attached garages do not have the lowest floor elevation below the Base Flood Elevation;

4. Any enclosure including a crawl space must meet the requirements of Section 12-51.14, Wet Flood Proofing if the enclosure interior grade is at or below the Base Flood Elevation;
5. Granting of a variance will not result in increased flood heights to existing buildings, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with other existing local laws or ordinances; (44 CFR 60.6 (a)(3) & (ARM 36.15.218(a))
6. The proposed use is adequately flood proofed; (ARM 36.15.218(c))
7. The variance is the minimum necessary, considering the flood hazard, to afford relief; (44 CFR 60.6(a)(4))
8. Reasonable alternative locations are not available; (MCA 76-5-406(3) & ARM 36.15.218(d))
9. An encroachment does not cause an increase to the Base Flood Elevation that is beyond that allowed in these regulations; and (44 CFR 60.6(a)(1))
10. All other criteria for a Floodplain permit besides the specific development standard requested by variance are met.

2. An exception to the variance criteria may be allowed as follows:

1. For either new construction of a structure outside of the Floodway only or for substantial improvements or an alteration of a structure, on a lot of one-half acres or less that is contiguous to and surrounded by lots with existing structures constructed below the Base Flood Elevation; or (44 CFR 60.6(a)).
2. Historic Structures – variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum relief necessary to preserve the historic character and design of the structure. The historic nature of the building must be designated as a preliminary or historic structure by U.S. Secretary of Interior or an approved state or local government historic preservation program. (44 CFR 60.6(a))

Sec. 12-60 DECISION

1. The Board of Adjustments shall:

1. Evaluate the Floodplain permit application and Variance application using the criteria in Section 12-59, and the application requirements and minimum development standards in Articles 9 and 10;
2. Make findings, and approve, conditionally approve or deny a Floodplain permit

and variance within 60 days of a complete application.

3. If approved, attach conditions to the approval of Floodplain permit and Variance including a project completion date and inspections during and after construction.
4. Notify the applicant that the issuance of a Floodplain permit and Variance to construct a structure not meeting the minimum building requirements in these regulations may result in increased premium rates for flood insurance and that flood insurance premiums are determined by actuarial risk and will not be modified by the granting of a variance. (44CFR 60.6(a))
5. Submit to the Floodplain Administrator a record of all actions involving a Floodplain permit and variance, including the findings and decision and send a copy of each variance granted to DNRC.(44 CFR 60.6(a)(6) & MCA 76-5-405)

Sec. 12-61 JUDICIAL REVIEW

Any person or persons aggrieved by the Floodplain permit and variance decision may appeal such decision in a court of competent jurisdiction.

ARTICLE 13. ADMINISTRATIVE APPEALS

Sec. 12-62 GENERAL

An administrative appeal may be brought before the Board of Appeals for review of the Floodplain Administrator's order, decision to grant, condition or deny a floodplain permit or interpretation of the Regulated Flood Hazard Area boundary.

Sec. 12-63 APPEALS REQUIREMENTS

The following provisions apply to administrative appeals:

1. An appeal shall include the basis of the appeal and supporting information including specific findings and conclusions of the Floodplain Administrator's decision being appealed;
2. An appeal may be submitted by an applicant and/or anyone who may be aggrieved by the Floodplain Administrator's decision or order;
3. Appeals must be received within 30 days of the date of the decision or order of the Floodplain Administrator; and
4. Additional information specific to the appeal request may be requested by the review panel.

Sec. 12-64 NOTICE AND HEARING

1. Notice of the pending appeal and hearing shall be provided pursuant to Section 12-31. The Floodplain Administrator may notify DNRC and FEMA of pending appeals.

2. A public hearing on the appeal must be held within 60 days of the Notice unless set otherwise.

Sec. 12-65 DECISION

A judgment on an appeal shall be made within 30 days of the hearing unless set otherwise. The decision may affirm, modify, or overturn the Floodplain Administrator's decision. A decision on an appeal of a permit cannot grant or issue a variance. A decision may support, reverse or remand an order or determination of a boundary of the Regulated Flood Hazard Area by the Floodplain Administrator.

Sec. 12-66 JUDICIAL REVIEW

Any person or persons aggrieved by the decision on an administrative appeal may appeal such decision in a court of competent jurisdiction.

ARTICLE 14. ENFORCEMENT

Sec. 12-67 INVESTIGATION REQUEST

An investigation to determine compliance with these regulations for an artificial obstruction or nonconforming use within the Regulated Flood Hazard Area may be made either on the initiative of the Floodplain Administrator or on the written request of three titleholders of land which may be affected by the activity. The names and addresses of the persons requesting the investigation shall be released if requested. (MCA 76-5-105)(2)

Sec. 12-68 NOTICE TO ENTER AND INVESTIGATE LANDS OR WATERS

The Floodplain Administrator may make reasonable entry upon any lands and waters for the purpose of making an investigation, inspection or survey to verify compliance with these regulations. (MCA 76-5-105(1))

1. The Floodplain Administrator shall provide notice of entry by mail, electronic mail, phone call, or personal delivery to the owner, owner's agent, lessee, or lessee's agent whose lands will be entered.
2. If none of these persons can be found, the Floodplain Administrator shall affix a copy of the notice to one or more conspicuous places on the property.
3. If the owners do not respond, cannot be located or refuse entry to the Floodplain Administrator, the Floodplain Administrator may initiate a Search Warrant.

Sec. 12-69 NOTICE TO RESPOND AND ORDER TO TAKE CORRECTIVE ACTION

When the Floodplain Administrator determines that a violation may have occurred, the Floodplain Administrator may issue written notice to the owner or an agent of the owner, either personally or by certified mail. Such notice shall cite the regulatory offense and include an order to take corrective action within a reasonable time or to respond by requesting an administrative review by the Floodplain Administrator.

Sec. 12-70 ADMINISTRATIVE REVIEW

The order to take corrective action is final, unless within five (5) working days or any granted extension, after the order is received, the owner submits a written request for an administrative review by the Floodplain Administrator. A request for an administrative review does not stay the order.

Sec. 12-71 APPEAL OF ADMINISTRATIVE DECISION

Within ten (10) working days or any granted extension of receipt of the Floodplain Administrator's decision concluding the administrative review, the property owner or owner's agent may appeal the decision pursuant to Article 13.

Sec. 12-72 FAILURE TO COMPLY WITH ORDER TO TAKE CORRECTIVE ACTION

If the owner fails to comply with the order for corrective action, remedies may include administrative or legal actions, or penalties through court.

Sec. 12-73 OTHER REMEDIES

This section does not prevent efforts to obtain voluntary compliance through warning, conference, or any other appropriate means. Action under this part shall not bar enforcement of these regulations by injunction or other appropriate remedy.

ARTICLE 15. PENALTIES

Sec. 12-75 MISDEMEANOR

Violation of the provisions of these regulations or failure to comply with any of the requirements, including failure to obtain permit approval prior to development in the Regulated Flood Hazard Area except for an emergency, shall constitute a misdemeanor and may be treated as a public nuisance.

Any person who violates these regulations or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$100 or imprisoned for not more than 10 days or both. Each day's continuance of a violation shall be deemed a separate and distinct offense. (MCA 76-5-110)

Sec. 12-76 DECLARATION TO THE FEDERAL FLOOD INSURANCE

ADMINISTRATOR Upon finding of a violation and failure of the owner to take corrective action as ordered, the Floodplain Administrator may submit notice and request a 1316 Violation Declaration to the Federal Insurance Administrator. The Federal Insurance Administrator has the authority to deny new and renewal flood insurance for a structure upon finding a valid violation declaration. (44 CFR 73.3)

The Floodplain Administrator shall provide the Federal Insurance Administrator the following:

1. The name(s) of the property owner(s) and address or legal description of the property sufficient to confirm its identity and location;

2. A clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation or ordinance;
3. A clear statement that the public body making the declaration has authority to do so and a citation to that authority;
4. Evidence that the property owner has been provided notice of the violation and the prospective denial of insurance; and
5. A clear statement that the declaration is being submitted pursuant to section 1316 of the National Flood Insurance Act of 1968, as amended.

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

Said Ordinance read and put on its passage this ____ day of _____,
2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this ____ day of _____, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3682

A RESOLUTION AUTHORIZING THE MILES CITY TO ENTER INTO JANITORIAL SERVICE AGREEMENTS WITH DALE PETROFF d/b/a DALE'S CLEANING SERVICE

WHEREAS, the City of Miles City desires to contract for janitorial services for the cleaning of certain City owned buildings;

AND WHEREAS after publishing a notice of requests for proposals, Dale Petroff d/b/a Dale's Cleaning Service was the lowest responsible bidder for provision of janitorial services for the Library and City Hall buildings;

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

1. The Janitorial Service Agreements attached hereto as Resolution Exhibits "A" and "B" are hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreements on behalf of the City of Miles City 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 ____ DAY OF _____, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

JANITORIAL SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 201____, by
and between THE CITY OF MILES CITY, a political subdivision of the State of Montana,
of 17

South Eighth Street, Miles City, Montana 59301, hereinafter referred to as "*the City*" and
Dale Petroff of Dale's Cleaning Service, hereinafter referred to as "*Contractor*";

IT IS HEREBY AGREED between the parties as follows:

1. **LOCATION AT WHICH SERVICES ARE TO BE PROVIDED.** Contractor will provide janitorial services, as further specified herein, for the City at the location set forth in Exhibit "A", *Location*, attached hereto and made a part hereof.

2. **SERVICES TO BE PROVIDED.** Contractor will provide at such location those janitorial services set forth in Exhibit "B", *Services to Be Provided*, attached hereto and made a part hereof, with the frequency set forth in such Exhibit "B". Services shall be provided by Contractor during those hours or days specified in Exhibit "B" to this Agreement.

Contractor shall perform all services hereunder timely, competently and in full compliance with the schedule attached hereto as Exhibit "B".

3. **TERM OF AGREEMENT; EARLY TERMINATION ON 30 DAYS NOTICE.**

The term of this agreement shall be for a period commencing on the 1st
day of July, 2014, and terminating at midnight on the 30th day of June, 2015, unless earlier terminated by written notice of either party. Either party may terminate this agreement by thirty (30) days advanced written notice of termination to the other party.

4. **COMPENSATION.** The above services shall be provided by Contractor to the City at the above location for the sum of four hundred twenty five and no/100 Dollars(\$ 425.00)

per month, payable by the City to Contractor within (30) days after the last day of each month for which service is provided hereunder. If service is provided for only a portion of a month, then such monthly sum shall be prorated by the number of days for which service was provided to the City by Contractor during such month, divided by the number of days for which service is to be provided in each month under Exhibit "B" to this Agreement.

5. ***NO ADDITIONAL COMPENSATION.*** Contractor shall not receive any additional compensation for travel, per diem, subsistence expenses, or any other expenses, all such expenses having been included in the rates set forth in paragraph 4, above.

6. ***PERSONNEL, EQUIPMENT AND SUPPLIES.*** Contractor, at Contractor's expense, shall supply all personnel, equipment and supplies necessary to carry out the scope of work under this Agreement. The City will supply toilet paper, paper towels and waste receptacle bags.

7. ***HAZARDOUS MATERIALS.*** In providing services hereunder, Contractor shall not utilize any supplies or materials that are a Hazardous Material, as defined herein, or that would impose a cleanup obligation on behalf of the City under any federal, state or local law or regulation. Contractor shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any Hazardous Material into the atmosphere, ground, sewer system, or any body of water. As used herein, the term "Hazardous Material" means:

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c. Any substance which is or becomes regulated by any federal, state, or local

governmental authority.

Contractor agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material used or brought upon the location by the Contractor, and the Contractor shall give immediate notice to the City of any violation of the provisions of this Section. Contractor shall defend, indemnify, and hold harmless the City from and against any claims, demands, penalties, fines, liabilities, settlements, damages (including, but not limited to all damages for injury to person and/or property) cleanup expense, and all other costs or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the presence, disposal, contamination, release of any such Hazardous Material by Contractor, its agents or employees, which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise.

8. SECURITY; DUTY OF CONTRACTOR TO CONTROL ACCESS. The City will provide Contractor a key or keys to access the location at which services are to be provided hereunder. Contractor shall keep such key or keys secure at all times so as to prevent unauthorized access to such location and shall not make copies of, nor permit any other person to make copies of, such keys.

Contractor shall access the location at which services are to be provided only for the purposes of providing such services and only at the times set forth in Exhibit "B" to this Agreement. While accessing such location, Contractor shall not authorize, permit or allow any person other than an employee of Contractor actually providing services under this Agreement to access the location where services are to be provided.

Contractor shall, at the inception of this Agreement, provide to the City a written list of names of the persons who are providing services to the City under this Agreement and shall immediately update such listing in the event that new or different persons are providing services

to the City under this Agreement. No person, other than persons named in the written listing provided by Contractor to the City, shall be allowed by Contractor to access the location while Contractor is providing services under this Agreement.

Unless otherwise instructed by the City, in writing, Contractor shall keep all doors to the location at which services are to be provided locked during periods during which service are being provided by Contractor hereunder and shall assure that all doors are locked when leaving the location.

9. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR; PROOF OF WORKERS' COMPENSATION COVERAGE OR EXEMPTION CERTIFICATE. Contractor is an independent contractor under this Agreement and is not the employee or agent of the City. Contractor, its officers, agents and employees, shall not hold themselves out as, nor represent themselves to be, employees or agents of the City. Contractor shall provide Workers' Compensation insurance coverage on all of its employees engaged in providing services under this Agreement, unless specifically exempted by law, and shall pay all payroll taxes, including FICA, Medicare, and unemployment, for its employees providing services hereunder. Contractor, prior to commencing work under this Agreement, shall provide to the City a certificate of insurance from the insurer providing Workers' Compensation insurance to Contractor. If Contractor claims exemption from providing Workers' Compensation insurance under Montana law, Contractor shall provide the City with a copy of its independent contractor exemption certificate issued by the Montana Department of Labor and Industry pursuant to §39-71-417 MCA.

10. NONDISCRIMINATION. In compliance with §49-3-207 MCA, all hiring by Contractor shall be on the basis of merit and qualification, and Contractor, in the performance of this Agreement, shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold the City harmless from all liabilities and claims incurred in performance of the services provided hereunder.

12. **INSURANCE REQUIREMENTS.** During the term of this Agreement, Contractor shall maintain in full force and effect a policy of commercial general liability insurance providing coverage for negligence, errors and omissions of Contractor in such amounts as set forth in Exhibit "C", *Insurance Requirements*, attached hereto and made a part hereof. Contractor shall provide the City with certificates of insurance for such complying insurance coverage at the inception of this Agreement, and thereafter, upon reasonable demand, satisfactory evidence of the existence and continued existence of such insurance coverage. All such policies of insurance shall require at least ten (10) days advanced written notice by the insurer to the City prior to any cancellation, termination or lapse of such insurance coverage.

13. **PROHIBITION OF ASSIGNMENT OR SUBCONTRACTING.** This Agreement is personal as to Contractor and may not be assigned by Contractor, or subcontracted in any manner, without the prior written consent of the City.

14. **DEFAULT.** In the event that Contractor fails to timely and competently provide services, within the scope of services set forth in Exhibit "B", or otherwise fails to perform or violates any of the other terms and conditions of this Agreement, the City may give Contractor written notice of such default, detailing the nature of the default, and Contractor shall have fifteen (15) days from the date of such notice to correct the default. If Contractor does not fully correct the default within fifteen (15) days of the date of giving of such notice, the City may, without further notice, terminate this Agreement and it shall have no further force and effect.

Notice shall be served upon Contractor by certified mail, return receipt requested, addressed to

Contractor at:

____ Dales Cleaning Service _____

____ 2709 Leighton Blvd #3 _____

____ Miles City, MT 59301 _____

Notice shall be deemed given as of the date of its deposit into the United States Mail.

The failure or forbearance of the City to give notice of default shall not constitute a waiver of further defaults by Contractor. Nothing herein shall be construed as limiting the right of the City to terminate this Agreement for cause, without notice of default, in the event of repeated defaults noticed by the City to Contractor.

15. **MODIFICATION.** This Agreement constitutes the entire Agreement of the parties and supersedes all prior negotiations and understandings of the parties. This Agreement may be modified only by written instrument executed by all parties.

16. **LITIGATION.** In the event that it becomes necessary for either party to institute legal proceedings to enforce any of the terms of this Agreement, then the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party all costs and expenses incurred in such proceedings, including reasonable attorney's fees.

17. **VENUE.** This Agreement shall be construed under the laws of the State of Montana and any action upon this Agreement shall be venued in Custer County, Montana.

18. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

19. **BINDING EFFECT.** This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns. The terms of this Agreement may be enforced individually by the member facilities of the Network receiving services under this Agreement.

20. **CAPACITY; PROOF OF GOOD STANDING.** The signators to this Agreement represent and warrant that they have the legal capacity and authority to bind the entities which

are the parties to this Agreement. If Contractor is a corporation or limited liability company, at time of execution of this Agreement Contractor shall provide to City a Certificate of Existence for such entity issued by the Montana Secretary of State. If Contractor is operating under an assumed business name, at time of execution of this Agreement Contractor shall provide to City a Certificate of Fact issued by the Montana Secretary of State evidencing registration of such assumed business name.

EXECUTED this _____ day of _____, 201__.

CITY OF MILES CITY, MONTANA

By: _____
Its Mayor

Contractor

By: _____

Title: _____

EXHIBIT "A"

LOCATION

Contractor shall provide the City janitorial services, as specified in Exhibit "B", at the following location(s):

Miles City Library 1 S 10th Street, Miles City, Montana

Initialed for identification:

City

Contractor

EXHIBIT "B"

SERVICES TO BE PROVIDED AND FREQUENCY

The following schedule applies to all areas (offices) at the Public Library Building.

Description of Services:	Frequency:	Day/Time to be Provided:	Other:
Empty trash receptacles	Once per week	Sunday or Monday during Closed Hours	
Clean & sanitize all restrooms	Once per week	Same	
Vacuum all carpeted areas	Once per week	Same	
Clean front entry door	Once per week	Same	
Dust &/or Damp Mop all uncarpeted floors	Once per week	Same	
Clean windows inside	Quarterly	Same	
Dust Blinds	Quarterly	Same	
Clean windows (outside), prepare & wax any uncarpeted floors, sweep front entrance sidewalk/ steps, shovel snow front entrance sidewalk/steps on Saturdays, clean garbage cans, clean/dust chairs and bottoms of desks, dust overhangs quarterly.	As needed or yearly	Same	Shovel sidewalk, if needed, on Saturdays

Initialed for identification

City

Contactator

**EXHIBIT "C" INSURANCE
REQUIREMENTS**

Contractor shall provide insurance coverage pursuant to Section 3 of the Janitorial Services Contract in the following amounts:

Personal Injury:	\$250,000.00 per person
	\$500,000.00 per occurrence
Property Damage:	\$100,000.00 per occurrence

Initialed for identification:

City

Contractor

JANITORIAL SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 201____, by and between THE CITY OF MILES CITY, a political subdivision of the State of Montana, of 17 South Eighth Street, Miles City, Montana 59301, hereinafter referred to as "*the City*" and Dale Petroff of Dale's Cleaning Service, hereinafter referred to as "*Contractor*";

IT IS HEREBY AGREED between the parties as follows:

1. **LOCATION AT WHICH SERVICES ARE TO BE PROVIDED.** Contractor will provide janitorial services, as further specified herein, for the City at the location set forth in Exhibit "A", *Location*, attached hereto and made a part hereof.

2. **SERVICES TO BE PROVIDED.** Contractor will provide at such location those janitorial services set forth in Exhibit "B", *Services to Be Provided*, attached hereto and made a part hereof, with the frequency set forth in such Exhibit "B". Services shall be provided by Contractor during those hours or days specified in Exhibit "B" to this Agreement.

Contractor shall perform all services hereunder timely, competently and in full compliance with the schedule attached hereto as Exhibit "B".

3. **TERM OF AGREEMENT; EARLY TERMINATION ON 30 DAYS NOTICE.**

The term of this agreement shall be for a period commencing on the 1st _____ day of July, 2014, and terminating at midnight on the 30th day of June, 2015, unless earlier terminated by written notice of either party. Either party may terminate this agreement by thirty (30) days advanced written notice of termination to the other party.

4. **COMPENSATION.** The above services shall be provided by Contractor to the City at the above location for the sum of six hundred and no/100 Dollars(\$ 600.00) per month, payable by the City to Contractor within (30) days after the last day of each month for which

service is provided hereunder. If service is provided for only a portion of a month, then such monthly sum shall be prorated by the number of days for which service was provided to the City by Contractor during such month, divided by the number of days for which service is to be provided in each month under Exhibit "B" to this Agreement.

5. ***NO ADDITIONAL COMPENSATION.*** Contractor shall not receive any additional compensation for travel, per diem, subsistence expenses, or any other expenses, all such expenses having been included in the rates set forth in paragraph 4, above.

6. ***PERSONNEL, EQUIPMENT AND SUPPLIES.*** Contractor, at Contractor's expense, shall supply all personnel, equipment and supplies necessary to carry out the scope of work under this Agreement. The City will supply toilet paper, paper towels and waste receptacle bags.

7. ***HAZARDOUS MATERIALS.*** In providing services hereunder, Contractor shall not utilize any supplies or materials that are a Hazardous Material, as defined herein, or that would impose a cleanup obligation on behalf of the City under any federal, state or local law or regulation. Contractor shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any Hazardous Material into the atmosphere, ground, sewer system, or any body of water. As used herein, the term "Hazardous Material" means:

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c. Any substance which is or becomes regulated by any federal, state, or local governmental authority.

Contractor agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material used or brought upon the location by the Contractor, and the Contractor shall give immediate notice to the City of any violation of the provisions of this Section. Contractor shall defend, indemnify, and hold harmless the City from and against any claims, demands, penalties, fines, liabilities, settlements, damages (including, but not limited to all damages for injury to person and/or property) cleanup expense, and all other costs or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the presence, disposal, contamination, release of any such Hazardous Material by Contractor, its agents or employees, which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise.

8. ***SECURITY; DUTY OF CONTRACTOR TO CONTROL ACCESS.*** The City will provide Contractor a key or keys to access the location at which services are to be provided hereunder. Contractor shall keep such key or keys secure at all times so as to prevent unauthorized access to such location and shall not makes copies of, nor permit any other person to make copies of, such keys.

Contractor shall access the location at which services are to be provided only for the purposes of providing such services and only at the times set forth in Exhibit "B" to this Agreement. While accessing such location, Contractor shall not authorize, permit or allow any person other than an employee of Contractor actually providing services under this Agreement to access the location where services are to be provided.

Contractor shall, at the inception of this Agreement, provide to the City a written list of names of the persons who are providing services to the City under this Agreement and shall immediately update such listing in the event that new or different persons are providing services

to the City under this Agreement. No person, other than persons named in the written listing provided by Contractor to the City, shall be allowed by Contractor to access the location while Contractor is providing services under this Agreement.

Unless otherwise instructed by the City, in writing, Contractor shall keep all doors to the location at which services are to be provided locked during periods during which service are being provided by Contractor hereunder and shall assure that all doors are locked when leaving the location.

9. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR; PROOF OF WORKERS' COMPENSATION COVERAGE OR EXEMPTION CERTIFICATE. Contractor is an independent contractor under this Agreement and is not the employee or agent of the City. Contractor, its officers, agents and employees, shall not hold themselves out as, nor represent themselves to be, employees or agents of the City. Contractor shall provide Workers' Compensation insurance coverage on all of its employees engaged in providing services under this Agreement, unless specifically exempted by law, and shall pay all payroll taxes, including FICA, Medicare, and unemployment, for its employees providing services hereunder. Contractor, prior to commencing work under this Agreement, shall provide to the City a certificate of insurance from the insurer providing Workers' Compensation insurance to Contractor. If Contractor claims exemption from providing Workers' Compensation insurance under Montana law, Contractor shall provide the City with a copy of its independent contractor exemption certificate issued by the Montana Department of Labor and Industry pursuant to §39-71-417 MCA.

10. NONDISCRIMINATION. In compliance with §49-3-207 MCA, all hiring by Contractor shall be on the basis of merit and qualification, and Contractor, in the performance of this Agreement, shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold the City harmless from all liabilities and claims incurred in performance of the services provided hereunder.

12. **INSURANCE REQUIREMENTS.** During the term of this Agreement, Contractor shall maintain in full force and effect a policy of commercial general liability insurance providing coverage for negligence, errors and omissions of Contractor in such amounts as set forth in Exhibit "C", *Insurance Requirements*, attached hereto and made a part hereof. Contractor shall provide the City with certificates of insurance for such complying insurance coverage at the inception of this Agreement, and thereafter, upon reasonable demand, satisfactory evidence of the existence and continued existence of such insurance coverage. All such policies of insurance shall require at least ten (10) days advanced written notice by the insurer to the City prior to any cancellation, termination or lapse of such insurance coverage.

13. **PROHIBITION OF ASSIGNMENT OR SUBCONTRACTING.** This Agreement is personal as to Contractor and may not be assigned by Contractor, or subcontracted in any manner, without the prior written consent of the City.

14. **DEFAULT.** In the event that Contractors fails to timely and competently provide services, within the scope of services set forth in Exhibit "B", or otherwise fails to perform or violates any of the other terms and conditions of this Agreement, the City may give Contractor written notice of such default, detailing the nature of the default, and Contractor shall have fifteen (15) days from the date of such notice to correct the default. If Contractor does not fully correct the default within fifteen (15) days of the date of giving of such notice, the City may, without further notice, terminate this Agreement and it shall have no further force and effect. Notice shall be served upon Contractor by certified mail, return receipt requested, addressed to Contractor at:

____ Dales Cleaning Service _____

____ 2709 Leighton Blvd #3 _____

____ Miles City, MT 59301 _____

Notice shall be deemed given as of the date of its deposit into the United States Mail.

The failure or forbearance of the City to give notice of default shall not constitute a waiver of further defaults by Contractor. Nothing herein shall be construed as limiting the right of the City to terminate this Agreement for cause, without notice of default, in the event of repeated defaults noticed by the City to Contractor.

15. **MODIFICATION.** This Agreement constitutes the entire Agreement of the parties and supersedes all prior negotiations and understandings of the parties. This Agreement may be modified only by written instrument executed by all parties.

16. **LITIGATION.** In the event that it becomes necessary for either party to institute legal proceedings to enforce any of the terms of this Agreement, then the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party all costs and expenses incurred in such proceedings, including reasonable attorney's fees.

17. **VENUE.** This Agreement shall be construed under the laws of the State of Montana and any action upon this Agreement shall be venued in Custer County, Montana.

18. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

19. **BINDING EFFECT.** This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns. The terms of this Agreement may be enforced individually by the member facilities of the Network receiving services under this Agreement.

20. **CAPACITY; PROOF OF GOOD STANDING.** The signators to this Agreement represent and warrant that they have the legal capacity and authority to bind the entities which are the parties to this Agreement. If Contractor is a corporation or limited liability company at time of execution of this Agreement, Contractor shall provide to City a Certificate of Existence

for such entity issued by the Montana Secretary of State. If Contractor is operating under an assumed business name at time of execution of this Agreement, Contractor shall provide to City a Certificate of Fact issued by the Montana Secretary of State evidencing registration of such assumed business name.

EXECUTED this _____ day of _____, 201__.

CITY OF MILES CITY, MONTANA

By: _____
Its Mayor

Contractor

By: _____

Title: _____

EXHIBIT "A"

LOCATION

Contractor shall provide the City janitorial services, as specified in Exhibit "B", at the following location(s):

City Hall- 17 S 8th St, Miles City, Montana

Initialed for identification:

City

Contractor

EXHIBIT "B"

SERVICES TO BE PROVIDED AND FREQUENCY

The following schedule applies to all areas (offices) at the City Hall Building.

Description of Services:	Frequency:	Day/Time to be Provided:	Other:
Empty trash receptacles	Two times per week	After 5pm on weekdays and no time restrictions on weekends	
Clean & sanitize all restrooms	Three times per week	Same	
Vacuum all carpeted areas	Two times per week	Same	
Clean front entry door & all other glass doors	Two times per week	Same	
Dust Mop uncarpeted floors Damp Mop Uncarpeted floors	One time per week One time per week	Same	Damp mop uncarpeted floors when mud is present (could be twice a week)
Clean windows inside	Quarterly	Same	
Dust Blinds	Quarterly	Same	
Clean windows (outside), prepare & wax any uncarpeted floors (minimum quarterly), clean garbage cans, clean/dust chairs, dust door sills and pictures. Dust and/or wash walls annually.	As needed, bi-annually or yearly	Same	

Initialed for identification

City

Contractor

**EXHIBIT "C" INSURANCE
REQUIREMENTS**

Contractor shall provide insurance coverage pursuant to Section 3 of the Janitorial Services Contract in the following amounts:

Personal Injury:	\$250,000.00 per person
	\$500,000.00 per occurrence
Property Damage:	\$100,000.00 per occurrence

Initialed for identification:

City

Contractor

RESOLUTION NO. 3683

A RESOLUTION AUTHORIZING THE MILES CITY TO ENTER INTO JANITORIAL SERVICE AGREEMENTS WITH MARILYNN FORMAN d/b/a MMF CLEANING

WHEREAS, the City of Miles City desires to contract for janitorial services for the cleaning of certain City owned buildings;

AND WHEREAS after publishing a notice of requests for proposals, Marilynn Forman d/b/a MMF Cleaning was the lowest responsible bidder for provision of janitorial services for the Police Department and City Shop buildings;

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

1. The Janitorial Service Agreements attached hereto as Resolution Exhibits "A" and "B" are hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreements on behalf of the City of Miles City 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 ____ DAY OF _____, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

JANITORIAL SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 201____, by and between THE CITY OF MILES CITY, a political subdivision of the State of Montana, of 17 South Eighth Street, Miles City, Montana 59301, hereinafter referred to as "*the City*" and Marilynn Forman of MMF Cleaning, hereinafter referred to as "*Contractor*";

IT IS HEREBY AGREED between the parties as follows:

1. **LOCATION AT WHICH SERVICES ARE TO BE PROVIDED.** Contractor will provide janitorial services, as further specified herein, for the City at the location set forth in Exhibit "A", *Location*, attached hereto and made a part hereof.

2. **SERVICES TO BE PROVIDED.** Contractor will provide at such location those janitorial services set forth in Exhibit "B", *Services to Be Provided*, attached hereto and made a part hereof, with the frequency set forth in such Exhibit "B". Services shall be provided by Contractor during those hours or days specified in Exhibit "B" to this Agreement.

Contractor shall perform all services hereunder timely, competently and in full compliance with the schedule attached hereto as Exhibit "B".

3. **TERM OF AGREEMENT; EARLY TERMINATION ON 30 DAYS NOTICE.**

The term of this agreement shall be for a period commencing on the 1st day of July, 2014, and terminating at midnight on the 30th day of June, 2015, unless earlier terminated by written notice of either party. Either party may terminate this agreement by thirty (30) days advanced written notice of termination to the other party.

4. **COMPENSATION.** The above services shall be provided by Contractor to the City at the above location for the sum of **three hundred fifty and no/100** Dollars(\$ 350.00) per month, payable by the City to Contractor within (30) days after the last day of each month for

which service is provided hereunder. If service is provided for only a portion of a month, then such monthly sum shall be prorated by the number of days for which service was provided to the City by Contractor during such month, divided by the number of days for which service is to be provided in each month under Exhibit "B" to this Agreement.

5. ***NO ADDITIONAL COMPENSATION.*** Contractor shall not receive any additional compensation for travel, per diem, subsistence expenses, or any other expenses, all such expenses having been included in the rates set forth in paragraph 4, above.

6. ***PERSONNEL, EQUIPMENT AND SUPPLIES.*** Contractor, at Contractor's expense, shall supply all personnel, equipment and supplies necessary to carry out the scope of work under this Agreement. The City will supply toilet paper, paper towels and waste receptacle bags.

7. ***HAZARDOUS MATERIALS.*** In providing services hereunder, Contractor shall not utilize any supplies or materials that are a Hazardous Material, as defined herein, or that would impose a cleanup obligation on behalf of the City under any federal, state or local law or regulation. Contractor shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any Hazardous Material into the atmosphere, ground, sewer system, or any body of water. As used herein, the term "Hazardous Material" means:

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c. Any substance which is or becomes regulated by any federal, state, or local governmental authority.

Contractor agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material used or brought upon the location by the Contractor, and the Contractor shall give immediate notice to the City of any violation of the provisions of this Section. Contractor shall defend, indemnify, and hold harmless the City from and against any claims, demands, penalties, fines, liabilities, settlements, damages (including, but not limited to all damages for injury to person and/or property) cleanup expense, and all other costs or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the presence, disposal, contamination, release of any such Hazardous Material by Contractor, its agents or employees, which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise.

8. SECURITY; DUTY OF CONTRACTOR TO CONTROL ACCESS. The City will provide Contractor a key or keys to access the location at which services are to be provided hereunder. Contractor shall keep such key or keys secure at all times so as to prevent unauthorized access to such location and shall not make copies of, nor permit any other person to make copies of, such keys.

Contractor shall access the location at which services are to be provided only for the purposes of providing such services and only at the times set forth in Exhibit "B" to this Agreement. While accessing such location, Contractor shall not authorize, permit or allow any person other than an employee of Contractor actually providing services under this Agreement to access the location where services are to be provided.

Contractor shall, at the inception of this Agreement, provide to the City a written list of names of the persons who are providing services to the City under this Agreement and shall immediately update such listing in the event that new or different persons are providing services to the City under this Agreement. No person, other than persons named in the written listing

provided by Contractor to the City, shall be allowed by Contractor to access the location while Contractor is providing services under this Agreement.

Unless otherwise instructed by the City, in writing, Contractor shall keep all doors to the location at which services are to be provided locked during periods during which service are being provided by Contractor hereunder and shall assure that all doors are locked when leaving the location.

9. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR; PROOF OF WORKERS' COMPENSATION COVERAGE OR EXEMPTION CERTIFICATE. Contractor is an independent contractor under this Agreement and is not the employee or agent of the City. Contractor, its officers, agents and employees, shall not hold themselves out as, nor represent themselves to be, employees or agents of the City. Contractor shall provide Workers' Compensation insurance coverage on all of its employees engaged in providing services under this Agreement, unless specifically exempted by law, and shall pay all payroll taxes, including FICA, Medicare, and unemployment, for its employees providing services hereunder. Contractor, prior to commencing work under this Agreement, shall provide to the City a certificate of insurance from the insurer providing Workers' Compensation insurance to Contractor. If Contractor claims exemption from providing Workers' Compensation insurance under Montana law, Contractor shall provide the City with a copy of its independent contractor exemption certificate issued by the Montana Department of Labor and Industry pursuant to §39-71-417 MCA.

10. NONDISCRIMINATION. In compliance with §49-3-207 MCA, all hiring by Contractor shall be on the basis of merit and qualification, and Contractor, in the performance of this Agreement, shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold the City harmless from all liabilities and claims incurred in performance of the services provided hereunder.

12. **INSURANCE REQUIREMENTS.** During the term of this Agreement, Contractor shall maintain in full force and effect a policy of commercial general liability insurance providing coverage for negligence, errors and omissions of Contractor in such amounts as set forth in Exhibit "C", *Insurance Requirements*, attached hereto and made a part hereof. Contractor shall provide the City with certificates of insurance for such complying insurance coverage at the inception of this Agreement, and thereafter, upon reasonable demand, satisfactory evidence of the existence and continued existence of such insurance coverage. All such policies of insurance shall require at least ten (10) days advanced written notice by the insurer to the City prior to any cancellation, termination or lapse of such insurance coverage.

13. **PROHIBITION OF ASSIGNMENT OR SUBCONTRACTING.** This Agreement is personal as to Contractor and may not be assigned by Contractor, or subcontracted in any manner, without the prior written consent of the City.

14. **DEFAULT.** In the event that Contractor fails to timely and competently provide services, within the scope of services set forth in Exhibit "B", or otherwise fails to perform or violates any of the other terms and conditions of this Agreement, the City may give Contractor written notice of such default, detailing the nature of the default, and Contractor shall have fifteen (15) days from the date of such notice to correct the default. If Contractor does not fully correct the default within fifteen (15) days of the date of giving of such notice, the City may, without further notice, terminate this Agreement and it shall have no further force and effect.

Notice shall be served upon Contractor by certified mail, return receipt requested, addressed to

Contractor at:

____Marilynn Forman____

____58 Pony Lane____

____Miles City, MT 59301____

Notice shall be deemed given as of the date of its deposit into the United States Mail.

The failure or forbearance of the City to give notice of default shall not constitute a waiver of further defaults by Contractor. Nothing herein shall be construed as limiting the right of the City to terminate this Agreement for cause, without notice of default, in the event of repeated defaults noticed by the City to Contractor.

15. **MODIFICATION.** This Agreement constitutes the entire Agreement of the parties and supersedes all prior negotiations and understandings of the parties. This Agreement may be modified only by written instrument executed by all parties.

16. **LITIGATION.** In the event that it becomes necessary for either party to institute legal proceedings to enforce any of the terms of this Agreement, then the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party all costs and expenses incurred in such proceedings, including reasonable attorney's fees.

17. **VENUE.** This Agreement shall be construed under the laws of the State of Montana and any action upon this Agreement shall be venued in Custer County, Montana.

18. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

19. **BINDING EFFECT.** This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns. The terms of this Agreement may be enforced individually by the member facilities of the Network receiving services under this Agreement.

20. **CAPACITY; PROOF OF GOOD STANDING.** The signators to this Agreement represent and warrant that they have the legal capacity and authority to bind the entities which

are the parties to this Agreement. If Contractor is a corporation or limited liability company, at time of execution of this Agreement Contractor shall provide to City a Certificate of Existence for such entity issued by the Montana Secretary of State. If Contractor is operating under an assumed business name, at time of execution of this Agreement Contractor shall provide to City a Certificate of Fact issued by the Montana Secretary of State evidencing registration of such assumed business name.

EXECUTED this _____ day of _____, 201_____.

CITY OF MILES CITY, MONTANA

By: _____
Its Mayor

Contractor

By: _____

Title: _____

EXHIBIT "A"

LOCATION

Contractor shall provide the City janitorial services, as specified in Exhibit "B", at the following location(s):

Miles City Police Station, 2420 Bridge Street, Miles City, Montana

Initialed for identification:

City

Contractor

EXHIBIT "B"

SERVICES TO BE PROVIDED AND FREQUENCY

The following schedule applies to all areas (offices) at the Police Building.

Description of Services:	Frequency:	Day/Time to be Provided:	Other:
Empty trash receptacles	Three times per week	After 5pm on weekdays and no time restrictions on weekends	
Clean & sanitize all restrooms	Three times per week	Same	
Vacuum all carpeted areas	Three times per week	Same	
Clean front entry	Three times per week	Same	
Dust &/or Damp Mop floors	Three times per week	Same	
Clean windows inside	Quarterly	Same	
Dust Blinds	Quarterly	Same	
Clean windows (outside), prepare & wax any uncarpeted floors, sweep front entrance sidewalk/steps, shovel snow front entrance sidewalk/steps, clean garbage cans, clean/dust chairs and bottoms of desks.	As needed or yearly	Same	

Initialed for identification

City

Contractor

**EXHIBIT "C" INSURANCE
REQUIREMENTS**

Contractor shall provide insurance coverage pursuant to Section 3 of the Janitorial Services Contract in the following amounts:

Personal Injury: \$250,000.00 per person

\$500,000.00 per occurrence

Property Damage: \$100,000.00 per occurrence

Initialed for identification:

City

Contractor

JANITORIAL SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 201____, by and between **THE CITY OF MILES CITY**, a political subdivision of the State of Montana, of 17 South Eighth Street, Miles City, Montana 59301, hereinafter referred to as "*the City*" and Marilynn Forman of MMF Cleaning, hereinafter referred to as "*Contractor*";

IT IS HEREBY AGREED between the parties as follows:

1. **LOCATION AT WHICH SERVICES ARE TO BE PROVIDED.** Contractor will provide janitorial services, as further specified herein, for the City at the location set forth in Exhibit "A", *Location*, attached hereto and made a part hereof.

2. **SERVICES TO BE PROVIDED.** Contractor will provide at such location those janitorial services set forth in Exhibit "B", *Services to Be Provided*, attached hereto and made a part hereof, with the frequency set forth in such Exhibit "B". Services shall be provided by Contractor during those hours or days specified in Exhibit "B" to this Agreement.

Contractor shall perform all services hereunder timely, competently and in full compliance with the schedule attached hereto as Exhibit "B".

3. **TERM OF AGREEMENT; EARLY TERMINATION ON 30 DAYS NOTICE.**

The term of this agreement shall be for a period commencing on the 1st day of July, 2014, and terminating at midnight on the 30th day of June, 2015, unless earlier terminated by written notice of either party. Either party may terminate this agreement by thirty (30) days advanced written notice of termination to the other party.

4. **COMPENSATION.** The above services shall be provided by Contractor to the City at the above location for the sum of two hundred twenty five and no/100 Dollars(\$ 225.00) per month, payable by the City to Contractor within (30) days after the last day of each month

for which service is provided hereunder. If service is provided for only a portion of a month, then such monthly sum shall be prorated by the number of days for which service was provided to the City by Contractor during such month, divided by the number of days for which service is to be provided in each month under Exhibit "B" to this Agreement.

5. ***NO ADDITIONAL COMPENSATION.*** Contractor shall not receive any additional compensation for travel, per diem, subsistence expenses, or any other expenses, all such expenses having been included in the rates set forth in paragraph 4, above.

6. ***PERSONNEL, EQUIPMENT AND SUPPLIES.*** Contractor, at Contractor's expense, shall supply all personnel, equipment and supplies necessary to carry out the scope of work under this Agreement. The City will supply toilet paper, paper towels and waste receptacle bags.

7. ***HAZARDOUS MATERIALS.*** In providing services hereunder, Contractor shall not utilize any supplies or materials that are a Hazardous Material, as defined herein, or that would impose a cleanup obligation on behalf of the City under any federal, state or local law or regulation. Contractor shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any Hazardous Material into the atmosphere, ground, sewer system, or any body of water. As used herein, the term "Hazardous Material" means:

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c. Any substance which is or becomes regulated by any federal, state, or local governmental authority.

Contractor agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material used or brought upon the location by the Contractor, and the Contractor shall give immediate notice to the City of any violation of the provisions of this Section. Contractor shall defend, indemnify, and hold harmless the City from and against any claims, demands, penalties, fines, liabilities, settlements, damages (including, but not limited to all damages for injury to person and/or property) cleanup expense, and all other costs or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the presence, disposal, contamination, release of any such Hazardous Material by Contractor, its agents or employees, which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise.

8. SECURITY; DUTY OF CONTRACTOR TO CONTROL ACCESS. The City will provide Contractor a key or keys to access the location at which services are to be provided hereunder. Contractor shall keep such key or keys secure at all times so as to prevent unauthorized access to such location and shall not makes copies of, nor permit any other person to make copies of, such keys.

Contractor shall access the location at which services are to be provided only for the purposes of providing such services and only at the times set forth in Exhibit "B" to this Agreement. While accessing such location, Contractor shall not authorize, permit or allow any person other than an employee of Contractor actually providing services under this Agreement to access the location where services are to be provided.

Contractor shall, at the inception of this Agreement, provide to the City a written list of names of the persons who are providing services to the City under this Agreement and shall immediately update such listing in the event that new or different persons are providing services to the City under this Agreement. No person, other than persons named in the written listing

provided by Contractor to the City, shall be allowed by Contractor to access the location while Contractor is providing services under this Agreement.

Unless otherwise instructed by the City, in writing, Contractor shall keep all doors to the location at which services are to be provided locked during periods during which service are being provided by Contractor hereunder and shall assure that all doors are locked when leaving the location.

9. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR; PROOF OF WORKERS' COMPENSATION COVERAGE OR EXEMPTION CERTIFICATE. Contractor is an independent contractor under this Agreement and is not the employee or agent of the City. Contractor, its officers, agents and employees, shall not hold themselves out as, nor represent themselves to be, employees or agents of the City. Contractor shall provide Workers' Compensation insurance coverage on all of its employees engaged in providing services under this Agreement, unless specifically exempted by law, and shall pay all payroll taxes, including FICA, Medicare, and unemployment, for its employees providing services hereunder. Contractor, prior to commencing work under this Agreement, shall provide to the City a certificate of insurance from the insurer providing Workers' Compensation insurance to Contractor. If Contractor claims exemption from providing Workers' Compensation insurance under Montana law, Contractor shall provide the City with a copy of its independent contractor exemption certificate issued by the Montana Department of Labor and Industry pursuant to §39-71-417 MCA.

10. NONDISCRIMINATION. In compliance with §49-3-207 MCA, all hiring by Contractor shall be on the basis of merit and qualification, and Contractor, in the performance of this Agreement, shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold the City harmless from all liabilities and claims incurred in performance of the services provided hereunder.

12. **INSURANCE REQUIREMENTS.** During the term of this Agreement, Contractor shall maintain in full force and effect a policy of commercial general liability insurance providing coverage for negligence, errors and omissions of Contractor in such amounts as set forth in Exhibit "C", *Insurance Requirements*, attached hereto and made a part hereof. Contractor shall provide the City with certificates of insurance for such complying insurance coverage at the inception of this Agreement, and thereafter, upon reasonable demand, satisfactory evidence of the existence and continued existence of such insurance coverage. All such policies of insurance shall require at least ten (10) days advanced written notice by the insurer to the City prior to any cancellation, termination or lapse of such insurance coverage.

13. **PROHIBITION OF ASSIGNMENT OR SUBCONTRACTING.** This Agreement is personal as to Contractor and may not be assigned by Contractor, or subcontracted in any manner, without the prior written consent of the City.

14. **DEFAULT.** In the event that Contractors fails to timely and competently provide services, within the scope of services set forth in Exhibit "B", or otherwise fails to perform or violates any of the other terms and conditions of this Agreement, the City may give Contractor written notice of such default, detailing the nature of the default, and Contractor shall have fifteen (15) days from the date of such notice to correct the default. If Contractor does not fully correct the default within fifteen (15) days of the date of giving of such notice, the City may, without further notice, terminate this Agreement and it shall have no further force and effect.

Notice shall be served upon Contractor by certified mail, return receipt requested, addressed to

Contractor at:

____Marilynn Forman____

____58 Pony Lane____

____Miles City, MT 59301____

Notice shall be deemed given as of the date of its deposit into the United States Mail.

The failure or forbearance of the City to give notice of default shall not constitute a waiver of further defaults by Contractor. Nothing herein shall be construed as limiting the right of the City to terminate this Agreement for cause, without notice of default, in the event of repeated defaults noticed by the City to Contractor.

15. **MODIFICATION.** This Agreement constitutes the entire Agreement of the parties and supersedes all prior negotiations and understandings of the parties. This Agreement may be modified only by written instrument executed by all parties.

16. **LITIGATION.** In the event that it becomes necessary for either party to institute legal proceedings to enforce any of the terms of this Agreement, then the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party all costs and expenses incurred in such proceedings, including reasonable attorney's fees.

17. **VENUE.** This Agreement shall be construed under the laws of the State of Montana and any action upon this Agreement shall be venued in Custer County, Montana.

18. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

19. **BINDING EFFECT.** This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns. The terms of this Agreement may be enforced individually by the member facilities of the Network receiving services under this Agreement.

20. **CAPACITY; PROOF OF GOOD STANDING.** The signators to this Agreement represent and warrant that they have the legal capacity and authority to bind the entities which

are the parties to this Agreement. If Contractor is a corporation or limited liability company, at time of execution of this Agreement Contractor shall provide to City a Certificate of Existence for such entity issued by the Montana Secretary of State. If Contractor is operating under an assumed business name, at time of execution of this Agreement Contractor shall provide to City a Certificate of Fact issued by the Montana Secretary of State evidencing registration of such assumed business name.

EXECUTED this _____ day of _____, 201____.

CITY OF MILES CITY, MONTANA

By: _____
Its Mayor

Contractor

By: _____

Title: _____

EXHIBIT "A"

LOCATION

Contractor shall provide the City janitorial services, as specified in Exhibit "B", at the following location(s):

Miles City Shop, 217 S 8th Street, Miles City, Montana

Initialed for identification:

City

Contractor

EXHIBIT "B"

SERVICES TO BE PROVIDED AND FREQUENCY

The following schedule applies to all areas (offices) at the City Shop Building.

Description of Services:	Frequency:	Day/Time to be Provided:	Other:
Empty trash receptacles	One time per week	After 5pm on weekdays and no time restrictions on weekends	Install garbage bags
Clean & sanitize all restrooms	One time per week	Same	
Clean front entry	One time per week	Same	
Dust &/or Damp Mop all uncarpeted floors	One time per week	Same	Two front offices and break room front entry way
Clean trash receptacles	One time per month	Same	

Initialed for identification

City

Contractor

**EXHIBIT "C" INSURANCE
REQUIREMENTS**

Contractor shall provide insurance coverage pursuant to Section 3 of the Janitorial Services Contract in the following amounts:

Personal Injury: \$250,000.00 per person

 \$500,000.00 per occurrence

Property Damage: \$100,000.00 per occurrence

Initialed for identification:

City

Contractor

**Staff Report SPR 2014-03
Site Plan Review
Simpson Honey Farm
May 22, 2014**

I. REVIEW PROCEDURE

This proposal requires Site Plan Review by the Miles City Planning Board and City Council under Section 24-96 of the Code of Ordinances (Ordinance No. 1258). The application was received on May 1, 2014. The Planning Board public hearing will be conducted on May 29th at 6:00 PM in the City Hall Conference Room. Following the public hearing, the Planning Board's recommendation for approval, conditional approval or denial will be forwarded to the City Council.

II. GENERAL INFORMATION

A. Project Applicant

Applicant:	Oakland Improvement 715 Washington Miles City, MT 59301
Owner:	Jim & Michelle Simpson-Simpson Honey Farms 702 Pacific Miles City, MT 59301
Technical Assistance:	Oakland Improvement 715 Washington Miles City, MT 59301

B. Project Description

Construction of a 2,948 ft² (44' x 67') cold storage structure in the northern corner of Simpson Honey Farms property at 702 Pacific Ave.

C. Legal Description of Subject Property

SE ¼ of NE ¼, Section 33, T8N, R47E, Tract "B" of the Original Townsite Certificate of Survey filed as Document #117231, records of the Custer County Clerk & Recorder's Office.

D. Location

The property is between Deluxe Motors and the Northern Pacific Railroad Depot on Pacific Ave. The property address is 702 Pacific Ave. (see Figure 1)

**Staff Report SPR 2014-03
Site Plan Review
Simpson Honey Farm
May 22, 2014**

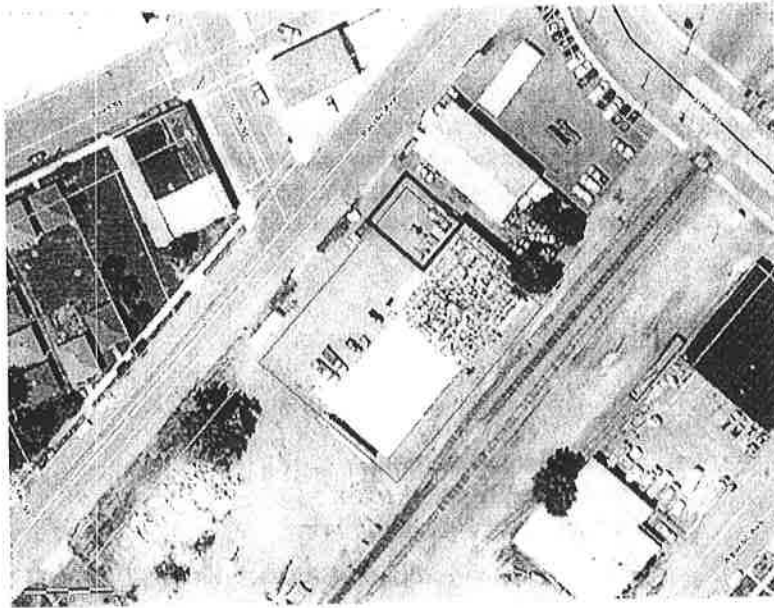


Figure 1.

- - - - - Property Line ———— Approx Building Footprint

E. Current Land Use & Zoning

Land Use: One business engaged in the manufacturing of honey products. Activities include the production and shipping of those products. There are no retail sales on site.

Proposed Land Use: No Change in occupancy is proposed.

Zoning: General Commercial (GC)
The current use is a conforming use.

Proposed Zoning: No change in zoning is proposed.

F. Surrounding Land Use & Zoning

General Description: The property is adjacent to the downtown business area and is surrounded by the General Commercial district which provides for general businesses and multi-family dwellings. An auto retailer lies to the north and northeast of the property and retail businesses are located to the north-northwest of this property. Multi-family housing lies to the northwest. Burlington Northern Santa Fe railroad right-of-way borders the entire southeast property line.

III. COMMENTS RECIEVED

Public Comment: Notice of the Planning Board's public hearing was satisfied according to Subsection 24-96(f)(6) of the city codes. To date, the City has received no comments on the application. The Planning Board will accept comments at the public hearing.

IV. SUBMITTAL REQUIREMENTS

**Staff Report SPR 2014-03
Site Plan Review
Simpson Honey Farm
May 22, 2014**

The applicant is required to submit all of the materials listed in Subsection 24-96(e)(1) through (6). If it becomes apparent during review that a reasonable decision cannot be reached based on the existing submittal, the review period timeline will be suspended until the required information is submitted.

In accordance with Subsection 24-96(e), the applicant has submitted all of the required materials listed in 24-96(e)(1) through (6). During a pre-application conference meeting with the contractor on or about April 22, 2014, the following items required for a site plan drawing in 24-96(e)(4) and 24-96(e)(6) were waived by staff.

- *topographic map*
- *water bodies, floodplain, and wetlands*
- *grading and storm drainage plans*
- *fire hydrants, fire lanes, and turnarounds*
- *exterior refuse collection*
- *signage plans*
- *traffic analysis*

V. EVALUATION CRITERIA PER SECTION 24-96

According to Subsection 24-96(g)(1), reviewers shall consider the applicant's plans to ensure safety of circulation patterns, emergency access/fire prevention measures, traffic impacts to the surrounding road network, adequate storm drainage, provisions for water, sewer, and other utilities, the city's historic preservation policies, and adequate parking. Plans shall also be reviewed to ensure they comply with other standards in the zoning regulations such as setbacks, height restrictions, signage, and design requirements. Below, each of these criteria is listed. Following each criterion is a draft finding by the administrator in *italics* as to how it appears the plans relate to the listed criterion:

1.1 Safety of circulation patterns

Finding #1: *The safety of circulation patterns of the existing parking lot and surrounding streets will not be impacted by the proposed cold storage structure.*

1.2 Emergency access/fire prevention measures

Finding #2: *Emergency access to the site will not be impacted by the proposed cold storage structure. The proposed structure meets fire prevention requirements.*

1.3 Traffic impacts to the surrounding road network

Finding #3: *The surrounding road network will not be impacted by the proposed cold storage structure.*

1.4 Adequate storm drainage

Finding #4: *Storm drainage will not be impacted because construction of the cold storage structure will utilize a french drainage system to control storm water runoff from the new structure. Construction of the proposed structure will result in a decrease in the volume of storm water runoff released into the City's collection system.*

Staff Report SPR 2014-03
Site Plan Review
Simpson Honey Farm
May 22, 2014

- 1.5 Provisions for water, sewer, and other utilities

***Finding #5:** The proposed cold storage structure will not have electrical, water /sewer or other utility services.*

- 1.6 The City's historic preservation policies

***Finding #6:** The proposed new structure will not impact the City's historic preservation policies. It is not located in a designated historic district and no structure that qualifies as historic (50+ years old) will be altered.*

- 1.7 Adequate parking

***Finding #7:** No change in parking requirements is required and there will be 16-20 on-premises parking spaces as required by Subsection 24-59(c)(6) of the GC district based on the applicant's estimate of 16 – 20 employees.*

In addition to Subsection 24-96(g)(1), Subsection 24-96(g)(2) adds the following criteria (following each criterion is a draft finding by the administrator in *italics*): No site plan application approval shall be given unless it is determined that:

- a. The use complies with all applicable regulations in the district in which it is located.

***Finding #8:** The proposal has been reviewed for compliance with the applicable regulations for the GC district, such as setbacks, height restrictions, signage, and design requirements. The use complies with all applicable regulations for this district.*

- b. The use complies with all adopted regulations and policies.

***Finding #9:** The proposal complies with all Zoning Codes and IBC 2009 Building Codes. There are no known conflicts with other adopted regulations and policies in the Miles City Code of Ordinances.*

- c. The use will not be detrimental to or endanger public health, safety or general welfare.

***Finding #10:** The proposed project is located in an established commercial zone where the addition of a cold storage structure will have no detrimental effect on public health, safety or general welfare.*

- d. The existing and reasonably anticipated permitted uses in the area will not be substantially impaired or diminished by the establishment of the proposed use.

***Finding #11:** The proposed cold storage structure will not substantially impair or diminish the permitted uses in this long-established area.*

- e. Adequate utilities, access ways, drainage, and other necessary site improvement have been provided or will be provided prior to the use being initiated.

***Finding #12:** The utilities, access ways, drainage and other site improvements will be provided prior to the use being initiated.*

- f. Adequate measures have been or will be taken to provide ingress and egress so

Staff Report SPR 2014-03
Site Plan Review
Simpson Honey Farm
May 22, 2014

designed as to minimize traffic congestion on public streets.

Finding #13: *The existing ingress and egress will not change and will not affect traffic congestion on the public streets.*

- g. Water bodies, floodplain, and wetlands.

Finding #14: *Project site is not located in the floodplain and there are no water bodies or wetlands nearby.*

- h. Adjacent streets and street rights-of-ways to a distance of 150 feet from the subject property, including existing and proposed improvements such as curb, gutter, sidewalks, and bike paths.

Finding #15: *There are no proposed changes to adjacent streets and street rights-of-way to a distance of 150 feet from the subject property, including existing and proposed improvements such as curb, gutter, sidewalks, and bike paths.*

- i. Parking facilities, including bicycle racks, landscaping, drainage, lighting, handicap-accessible parking, typical dimensions (including labeling angles for angled parking), traffic flow on-site, ingress and egress points, driveways, and paving details

Finding #16: *Impact from the proposed cold storage structure on the parking facilities, landscaping, drainage, lighting, traffic flow, ingress and egress points, and paving are minimal.*

- j. All existing and proposed structures, including exterior dimensions and setback distances to the wall line of all structures.

Finding #17: *The exterior dimensions of the new structure will be 44 feet x 67 feet, total area of 2,948 square feet and 23' 4" high at the roof peak. The structure height is well within the maximum reach of the 65 foot MCFD ladder truck.*

General Commercial zones do not have a required setback when surrounded by commercial districts.

- k. Grading and storm drainage plans and calculations, including any proposed retention walls.

Finding #18: *A French drain system will be utilized to collect and release storm water underground.*

- l. Utilities and utility easements, existing and proposed

Finding #19: *There are no existing or proposed easements on the subject property.*

- m. Location of fire hydrants, fire lanes and turnarounds

Finding #20: *There are two fire hydrants within 500 feet of the subject property; one located at the northeast corner of the Northern Pacific Depot site and another on the southeast corner of Pacific and 8th streets. There are no fire lanes or turnarounds on the property.*

- n. Exterior refuse collection areas

Finding #21: *A dumpster is currently located on site. No changes are proposed.*

Staff Report SPR 2014-03
Site Plan Review
Simpson Honey Farm
May 22, 2014

o. Signage plans (if any)

***Finding #22:** There are no proposed changes to the existing signage on the site.*

- (5) Elevation plans or side profiles for structures with dimensions for structure heights, including dimension from the top of the roof peak to the average grade at the front of the structure.

***Finding #23:** The proposed cold storage structure is 44 feet x 67 feet, a total of 2,948 square feet and 23 feet, 4 inches high.*

- (6) An analysis of traffic generation, trip distribution and the impacts of the proposed land use on the transportation facilities serving the area if the proposed land use is estimated to generate 400 or more average daily vehicle trips (ADT), or if requested by the administrator.

***Finding #24:** The current use does not generate 400 or more average daily vehicle trips. The owner of the proposed project does not anticipate an increase in traffic on site.*

Compliance with Local Zoning: The proposal has been reviewed for compliance with the applicable regulations for the GC district, such as setbacks, height restrictions, parking, signage, and design requirements. The use complies with all applicable regulations for this district.

***Finding #25.** The project is located in a General Commercial zone and is a permitted use.*

***Finding #26.** There are no setback requirements in a GC zone when the property is surrounded by a commercial zone.*

***Finding #27.** Subsection 24-59(c)(6) of the GC district requires parking for employees at the rate of one space per employee and additional on-premises parking that is reasonably adequate to accommodate persons coming to the building in the course of business.*

In discussions with the applicants, the applicants have indicated to staff that the facility as a whole has 16 – 20 employees working at the facility at a time. Therefore, 16 – 20 on-premises parking spaces are required for the property. The submitted site plan depicts 4 parking spaces on the SW side of the new building but does not depict other existing parking spaces as the parking area is gravel and is difficult to permanently mark parking spaces. Staff estimates the property provides approximately 24 on- premises parking spaces that can be preserved in addition to the 4 depicted adjacent to the new building. Therefore, the proposal complies with the parking requirements of Subsection 24-59(c)(6) of the GC district.

VI. RECOMMENDATION

Staff recommends that the Planning Board adopt this staff report as findings of fact and recommend approval of this project to City Council, subject to the following conditions.

**Staff Report SPR 2014-03
Site Plan Review
Simpson Honey Farm
May 22, 2014**

VII. CONDITIONS

Standard Conditions:

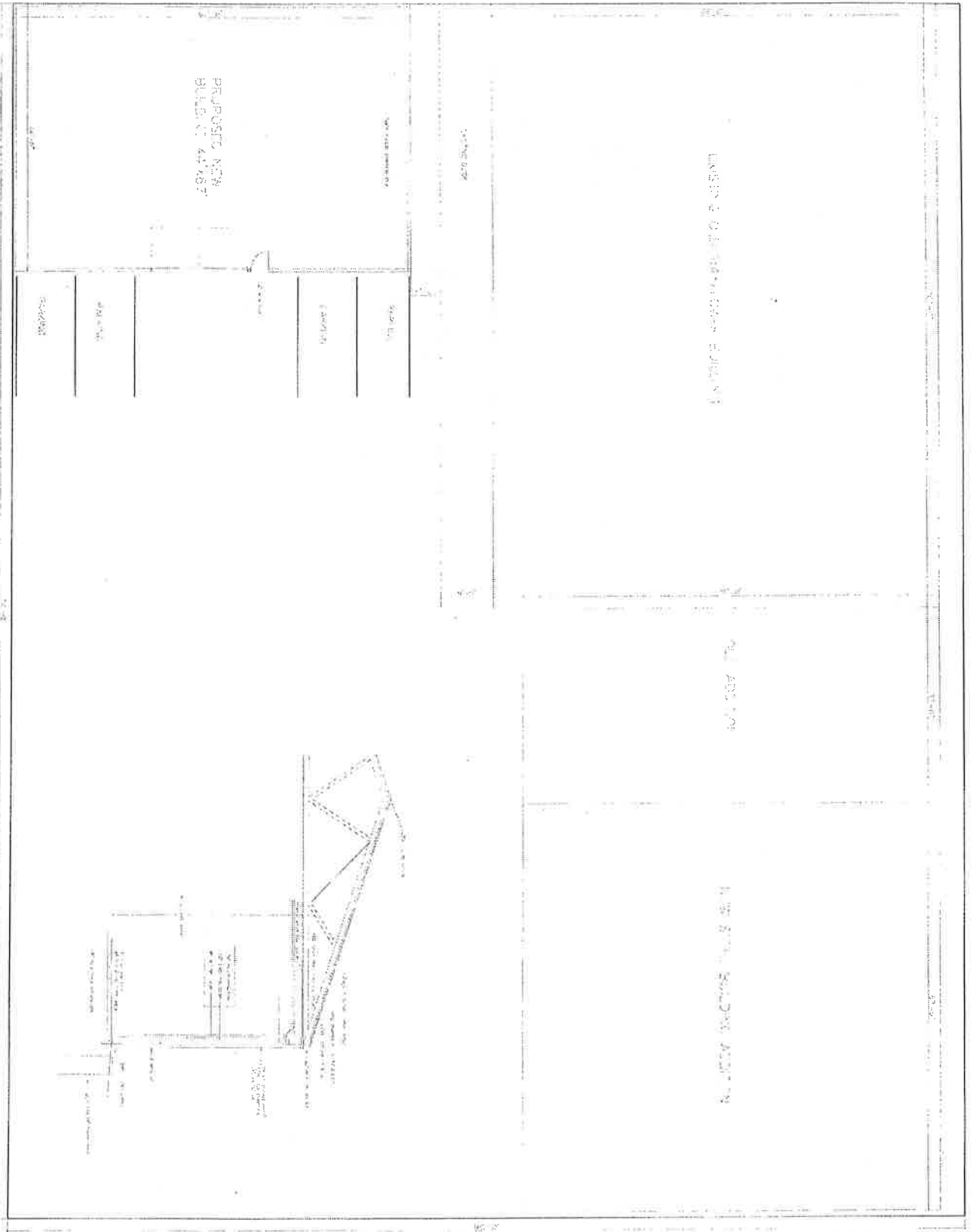
1. All site development and use of the property shall be in accordance with the Miles City Zoning Codes, the approved application and plans, and as discussed in Staff Report SPR 2014-03. Any modifications shall require additional review by the City of Miles City.

Site-Specific Conditions:

2. The owner or authorized representative shall obtain a Building Permit prior to start of construction. A permit is required for construction, additions, alterations, repairs, relocation, demolition, change of occupancy, or electrical, gas, mechanical or plumbing system projects. Exemptions are listed in IBC 2009 Section 105.2.

3. The proposed 2,948 square foot structure shall conform to the zoning standards listed in Miles City Code of Ordinances for the General Commercial (GC) District Section 24-59. Structures within the GC district may be constructed to the property line, may not exceed the 65 foot limit of existing fire department equipment, must conform to the provisions of the fire limit per Section 11-77 through 11-82 and is subject to a Site Plan Review per Section 24-96.

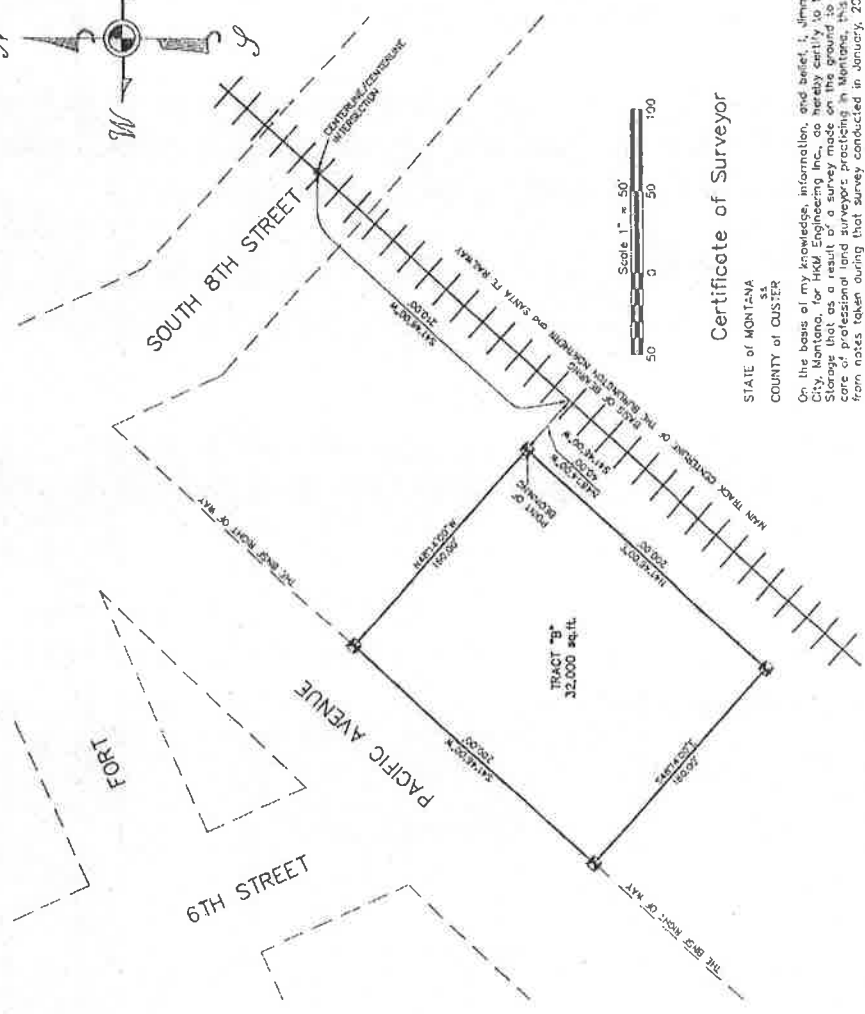
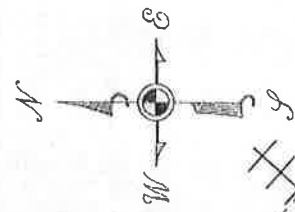
4. The owner shall maintain adequate parking space for employees at one space per employee and reasonably adequate spaces for visitor parking as required by Miles City Code of Ordinances for the General Commercial (GC) District Section 24-59(6)(a).



PLANNING AND

ARCHITECTURE

DEED FILED WITH RECORDS
 Miles City Moving & Storage
 367A
 SE 1/4 of the NE 1/4 Sec. 33 T8N R. 47E



Metes & Bounds

Tract "B"
 That portion of the The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) 400.0 foot wide Charter Right of Way at Miles City, Montana, granted to the Northern Pacific Railroad Company under Act of Congress, July 1st, 1874, being 200.0 feet wide on each side of said Railway Company's Main Track centerline, and the portion of the said Charter Right of Way across the East half of the East half of Section 33, Township 8 North, Range 47 East of the Principal Meridian Montana, Quarter County Montana, More particularly described as follows, to wit:

Commencing at the intersection of said Railway Company's Main Track centerline with the Main Track centerline of the said Charter Right of Way, and running thence North 00 degrees 00 minutes 00 seconds East 200.00 feet to the intersection of said Main Track centerline with the Main Track centerline of the said Charter Right of Way, thence North 48 degrees 14 minutes 00 seconds West at right angles to said Main Track centerline, a distance of 40.00 feet to the True Point of Beginning, thence continuing North 48 degrees 14 minutes 00 seconds West, a distance of 180.00 feet to the northeasterly boundary of said 400.00 foot wide Charter Right of Way, thence South 00 degrees 00 minutes 00 seconds West along the Charter Right of Way centerline, a distance of 200.00 feet to the Pacific Avenue of said Original Township, a distance of 200.00 feet, thence South 48 degrees 14 minutes 00 seconds East at right angles to said right of way line, a distance of 160.00 feet, thence North 41 degrees 46 minutes 00 seconds East parallel to said Main Track centerline, a distance of 200.00 feet to the POINT OF BEGINNING. Said tract containing 32,000 square feet more or less.

Purpose of Survey

The purpose of this survey is to retrace the boundary of an existing tract of land created by lease prior to July 1, 1974 and that no new or additional tracts are hereby created. Therefore, this survey is exempt from review as a subdivision pursuant to section 75-3-206, MCA and the Subdivision Regulation in Subdivision's Act.

[Signature]
 Gen. of Director Plans County

Scale 1" = 50'
 0 50 100

Certificate of Surveyor

STATE OF MONTANA
 COUNTY OF CUSTER

On the basis of my knowledge, information, and belief, I, Jimmie L. Brewer, of Miles City, Montana, for H&M Engineering Inc., do hereby certify to the Miles City Moving & Storage that as a result of a survey made on the ground to the normal standard of care and skill of a professional surveyor, the plat hereon shown represents the true and correct monuments located and new monuments set; and as in conformity with the Montana Subdivision and Platting Act (Sections 75-3-101 through 75-3-614) MCA and the regulations adopted pursuant thereto.



[Signature]
 H&M Engineering Inc.
 Corp. Reg. #2146
 by Jimmie L. Brewer
 Montana Reg. #71555
 2-28-01 Date
 UNLESS SIGNED, SEALED AND DATED
 THIS IS A PRELIMINARY PLAT

Treasurer's Certification

I hereby certify that no real property taxes are delinquent.
[Signature]
 Custer County Treasurer

LEGEND

- The physical point of intersection of South 8th Street and the Railroad Main Line Track Centerline.
- Marked "rebar w/yellow plastic cap"
- Marked H&M Eng. Inc. 71555

BASIS of BEARING

The basis of bearing is the centerline of the Burlington Northern and Santa Fe Railway Company's Main Track centerline from its intersection with South 8th Street. Said line having a bearing of South 47°46' West as shown on the Original Townsite Plat of Miles City.

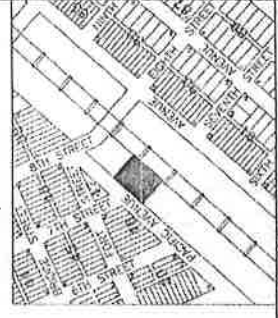
H&M ENGINEERING

H&M Engineering Inc.
 715 Pleasant
 P.O. Box 1518
 Miles City, MT 59301
 (406) 232-6666
 FAX (406) 232-7065

CERTIFICATE OF SURVEY No.

Prepared for
 Miles City Moving & Storage
 702 Pacific Ave
 Miles City, MT 59301

Location



COUNTY OF CUSTER
 SECTION 33, TOWNSHIP 8 NORTH, RANGE 47 EAST OF THE PRINCIPAL MERIDIAN
 Page 1 of 1

Filed this 28th day of February, 2001 A.D.
 at 11:22 a.m.
 DEED FILED WITH RECORDS
 Custer County Clerk and Registrar
 by *[Signature]*
 Envelope # _____ Document # 117201

RESOLUTION NO. 3684

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION FOR STREET SWEEPING FOR FISCAL YEAR 2014-2015

WHEREAS, pursuant to Section 60-2-204 MCA the City of Miles City has negotiated an agreement with the Montana Department of Transportation for the City of Miles City to provide street sweeping and flushing services upon specific sections of state highway within or abutting the City of Miles City, a copy of which is attached hereto as Exhibit "A";

AND WHEREAS, the City Council of the City of Miles City finds that it is in the best interest of the City of Miles City to enter into such agreement with the Montana Department of Transportation;

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

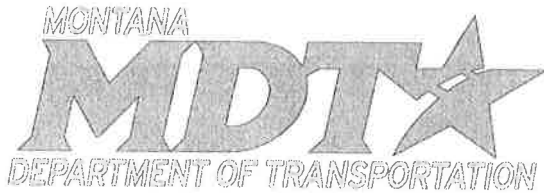
1. The Agreement for the provision of street sweeping and flushing service between the City of Miles City, Montana and the Montana Department of Transportation, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 10th DAY OF JUNE, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk



Miles City Area Office

P.O. Box 460
217 North Fourth Street
Miles City, Montana 59301

EXHIBIT "A"
Street Sweeping Agreement

This agreement is between the City of Miles City and the Montana Department of Transportation (MDT) for defining street sweeping and flushing responsibilities of the City and MDT in accordance with state law which allows MDT to enter into an agreement with local governments to provide maintenance of State routes with provision for full reimbursement. The term of this agreement shall be for one year beginning July 1, 2014.

LIMITS OF AGREEMENT: The listing of streets and intersections identified under ITEMS COVERED is a full and complete listing of areas covered by this agreement. Unless otherwise defined, that list includes all intersections along the route and intersecting streets for a distance of 15' or to the end of the curb radius return, whichever is greater, and shall include all of the street right of way. During the term of this Agreement, additional areas may be added by written Agreement of the parties.

SCOPE OF AGREEMENT: This agreement covers all activities ordinarily associated with street sweeping and flushing activities.

ITEMS COVERED: Payment to the City for this Agreement shall be for the following:

STREET CLEANING ACTIVITIES:

The City will flush the streets identified below once per week and sweep and clean the streets identified below once every other week, unless otherwise noted. This will begin July 1, 2014 through October 15, 2014 and begin again on April 15, 2015 through June 30, 2015, approximately six months.

- a. Main Street beginning at the westernmost end of the Tongue River bridges proceeding east to the intersection of Main Street and Haynes Avenue.
 - b. North Seventh Street beginning 15' south of the intersection of North Seventh Street and Main Street and proceeding North to the old Milwaukee Railroad tracks.
 - c. Haynes Avenue beginning at the intersection with East Main Street and proceeding south to the south side of the entrance to the Comfort Inn, south of the Broadus Interchange. *The City of Miles City will sweep and flush every 3rd week of the month.
 - d. The Montana Department of Transportation will assist in sweeping activities when excessive sand or leaves have been deposited on the designated state routes.
- If additional sweeping or flushing is requested by the Montana Department of Transportation, and approved by the Maintenance Chief, the agreed rate will be \$55.00 per hour for sweeping and \$32.00 per hour for flushing.

MONTANA PRODUCT PREFERENCE: The City will provide Montana-made goods where those goods are comparable in price and quality to those required by this Agreement pursuant to Section 18-1-112(1), MCA.

COSTS / PAYMENT: The costs associated with this Agreement shall be \$1415.00 per month for a period of six months beginning July 1, 2014 and ending June 30, 2015. This will be a lump sum cost for the activity described, and shall be paid to the City on an annual basis.

The City shall submit billing and a narrative summary of the work done in the period of this Agreement on or before June 10, 2015. MDT agrees to make payment within 20 calendar days of receipt of the billing.

RECORDS: The labor, equipment and materials used on the streets covered in this Agreement shall be assigned a special budget category by the City. No record keeping shall be attempted to break contractual costs against individual streets that are covered in this Agreement. All City records concerning this project are open for review and/or audit by representatives of MDT or the Legislative Auditor at any reasonable time.

TERMINATION: This Agreement may be terminated upon thirty days written notice, delivered by certified mail, return receipt requested, by either party. Upon service of such notice, MDT is liable only for actual work completed as of the date of the notice.

HOLD HARMLESS / INDEMNIFICATION: MDT agrees to hold harmless and/or indemnify the City for damages resulting from the construction or design done by MDT of the streets and areas covered by this Agreement. This holds harmless / indemnification clause shall not cover damages, which are caused whether directly or indirectly by the work done by the City pursuant to this Agreement. The City agrees to defend, protect, indemnify and save harmless MDT and the State against and from all claims, liabilities, demands, causes of action, judgments, and losses claimed to be due to the City's performance of the activities of this Agreement.

CIVIL RIGHTS COMPLIANCE: The City must comply with all applicable Federal and State laws including, but not limited to, prevailing wage laws and those laws referred to in the two-page NOTICE attached hereto, which is made a part of this Agreement by its reference.

LAW AND VENUE: The laws of Montana govern This Agreement. The parties agree that, in the event of any dispute concerning this Agreement, any litigation will be adjudicated utilizing the appropriate, established legal/judicial systems.

ENTIRE AGREEMENT: This document, with the attached Notice, contains the entire Agreement between the parties, and no statements, promises or inducements made by either party or its agents which in any way modifies, alters or changes the contents of the document is binding. Any subsequent modification must be done by a separate written document.

IN WITNESS THEREOF, the parties hereto caused this Agreement to be executed in duplicate by their duly authorized officers.

**STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____
District Administrator

CITY OF MILES CITY

By: _____ Date _____

Title: _____

Attest: _____

Enclosures
Notice Approved for Legal Content per the attached signature page of the original Agreement.

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, _____ (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the

Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

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

RESOLUTION NO. 3686

A RESOLUTION ADOPTING A MEMORANDUM FOR THE DETERMINATION OF FEASIBILITY OF AN URBAN RENEWAL PLAN WITH A TAX INCREMENT FINANCE DISTRICT PROVISION FOR THE DOWNTOWN CORE OF THE CITY OF MILES CITY.

WHEREAS, the City has contracted with Zeier Consulting, LLC, to provide a determination of feasibility of establishing a Tax Increment Finance District in connection with the creation of an Urban Renewal Plan pertaining to the downtown core of the City of Miles City;

AND WHEREAS Zeier Consulting, LLC, has provided such determination of feasibility, and the City wishes to adopt the same, and to authorize Zeier Consulting, LLC, to continue work pursuant to its contract with the City.

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

1. The City hereby adopts the Memorandum of Feasibility Related to the Creation of a Tax Increment Finance District in the Downtown Core attached hereto as Exhibit "A," and authorizes Zeier Consulting, LLC, to begin working on Objective #2 as stated in the Professional Services Contract between Zeier Consulting, LLC and the City of Miles City as passed by Resolution 3676.

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 JUNE 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT "A"

ZEIER CONSULTING, LLC

FROM THE DESK OF STEVE ZEIER

1514 LYNN AVE, BILLINGS, MT 59102

406-670-6969

June 2, 2014

Chris A. Grenz, Mayor and Members of the City Council
City of Miles City
PO Box 910
Miles City, MT 59301

Honorable Mayor and Members of the City Council:

Please find the attached as the Memorandum for the Determination of Feasibility portion of the contract for the creation of an Urban Renewal Plan with a Tax increment Finance District provision in the downtown core of Miles City.

Please contact me with any questions.

Sincerely,


Steve Zeier
Zeier Consulting, LLC

**City of Miles City
Tax Increment Finance District
Determination of Feasibility**

From: Steve Zeier, Zeier Consulting
To: Chris A. Grenz, Mayor and City of Miles City Council
Date: June 2, 2014
Re: Memorandum of Feasibility related to the creation of a Tax Increment Finance District in the Downtown Core

Honorable Mayor and Members of the City Council:

As per the terms of the contract between the City of Miles City and Zeier Consulting, LLC, there is to be a determination of feasibility for the creation of an Urban Renewal Plan with a Tax Increment Finance District provision. Please consider this memorandum as submission of the determination of feasibility to fulfill the contract requirements. Specifically Attachment A, Section 1:

Assist the local government in determining the feasibility of creating an Urban Renewal Tax Increment Finance District within the City of Miles City, including but not limited to providing initial training and orientation sessions for the City Council of the City of Miles City, Zoning Commission, Planning Board, City Staff, County Commissioners and affected taxing jurisdictions regarding Tax Increment Financing, TIFD eligibility, funding options and steps involved in creating a district.

Background

The determination of feasibility contemplates three parts: 1) If an Urban Renewal Plan with a Tax Increment Finance (TIF) District provision is appropriate for Miles City and 2) if the downtown core is eligible for the creation of a TIF District as per Montana Code Annotated, and 3) is a Tax Increment Finance District feasible.

The State of Montana has provided local municipalities with the Urban Renewal Plan process through Montana Code Annotated Title 7 Chapter 15 Part 42 & 43. Montana Urban Renewal as it is known provides for a process known as Tax Increment Finance that allows a municipality to denote a certain area of the city as infrastructure deficient or blighted. Within that area of the City, a base tax values is determined and any incremental property tax revenues generated in the Urban Renewal District are then distributed to the city for planning and redevelopment activities. The base value is still distributed to all taxing jurisdictions. The incremental revenues are the only revenues that go to the City of Miles City. The funds collected in the district must be spent within the district for infrastructure improvements as incentives to encourage redevelopment in the District. After an initial 15 year term the base values reset to the current level and any other taxing jurisdiction then receives the base values and the incremental revenues generated. TIF District revenue can be packaged with other funding mechanism such as grant match dollars, New Market Tax Credits, Historic Preservation Tax Credits, EPA Brownfields dollars, Montana Board of Investment Loans, Montana Department of Transportation planning and construction dollars, and Montana Board of Investment Infrastructure loans.

Determination of Feasibility

1) Is an Urban Renewal Plan with a TIF provision an appropriate solution:

A vibrant downtown area is a vital component of a healthy community. The Downtown area of Miles City has undergone significant change in the last two decades due to several factors affecting the economic viability of the area, including but not limited to:

- Miles City began to experience a long, slow deterioration of the downtown business corridor following construction of the Interstate highway system and rerouting of State highways in the 1960s. Without the automobile traffic to support them, numerous businesses located on Main either closed due to lack of business or migrated to higher traffic areas near the Interstate highway exits on South Haynes Avenue hoping to increase sales.
- Declining economic conditions contributed to the decrease in business in the main business district and eventually other retail and service businesses followed or closed up shop completely.
- This shift has been accelerated in the last five years as more businesses such as Sherwin Williams and Ben Franklin have either closed or left Main Street.
- A series of devastating fires during those two decades, ending with a catastrophic fire in 2009 has left an impact as well. There has been some rebuilding, though there are still parcels that have been left as vacant and underutilized.
- Business owners no longer view the Main Street business corridor a viable location due to lack of traffic, resulting in a lack of investment in the Downtown. This lack of development is evidenced in the high ratio of empty storefronts and declining real estate transactions in the Downtown.

Conclusion: Developing a Tax Increment Finance District in Miles City is an appropriate method to address the long economic decline of the City's main business corridor.

2) Is Miles City's main business district eligible for a TIF District as per Montana Code Annotated:

As per MCA 7-15-4206(2)(a),(i), and (j), the downtown is eligible for inclusion on an Urban Renewal Area with a TIF District provision as a solution to address its current market and physical deterioration, the deterioration of site and site improvements, as well as a diversity of ownership that makes any consensus on any potential redevelopment activities challenging and difficult.

Conclusion: Miles City's main business district is eligible for a TIF District as per Montana Code Annotated.

3) Is a Tax Increment Finance District in Miles City's Historic Main Street District Feasible:

Determining the feasibility of the Miles City Downtown core began with a data review process evaluating current property values within the Main Street Historic District and adjacent City neighborhoods, followed by site inspections throughout those portions of the City included in proposed TIF boundaries. The process continued with interviews with property owners and stakeholders. As part of the feasibility portion of this plan there have been meeting held with:

- City Council Members
- Downtown property owners
- Downtown business owners
- Business owners that have relocated out of the downtown

- City Staff that are responsible for maintaining and improving public infrastructure.
- Local economic development staff

These preliminary conversations have been a source of information which provides the basis for a determination of feasibility.

There is a consensus that there is significant opportunity to be had for the redevelopment of the downtown core. The downtown is not meant to compete with the Haynes development and this planning process should not suggest that. The downtown needs to leverage the available tools, such as a TIF District, to provide property and business owners a level playing field to develop businesses that are viable and provide something that the other commercial developments cannot.

The feasibility of a TIFD in Miles City relates directly to the likelihood that such a District will successfully address the slow economic decline of the area and encourage investment in the main business corridor. The findings of this study conclude that the creation of a TIFD in Miles City has a high chance of success due to the following facts:

- The downtown is eligible under Montana Statute for an Urban Renewal District with a TIF provision.
- There are significant issues with multiple properties in the downtown such as empty storefronts, infrastructure deficiencies, and lack of investment that can be addressed in the Urban Renewal Planning process.
- There is an upswing in the regional economy due to energy development in the Bakken area, and as a result there is increased market interest in Miles City to locate businesses as evidenced in the development of the South Haynes corridor.
- The increased volume of Interstate traffic to and from the Bakken region creates an economic environment which provides additional opportunity to capture a market share for businesses offering goods and services complimentary to those offered in the business areas serving the Interstate exits into the City.
- There is an increased demand for housing across all income levels in the region.
- The downtown area generates higher per square foot tax revenues than large paved areas in surrounding business districts.
- Re-use of existing infrastructure which is already in place and is financially viable.
- The City is located in Census Tract 30017962000 making it eligible for New Market Tax Credits.
- The business corridor is listed on the National Register of Historic Places making a high percentage of properties eligible for Historic Preservation Tax Credits.
- The City's unique history in combination with cultural and tourism events such as the Bucking Horse Sale, the Bluegrass Festival and other local events make it a platform for creating a travel destination.
- The City is home to a number of stable economic drivers that attract a diverse demographic to the city such as the Community College, Fort Keogh Research Station, Range Riders, the Art Center and the Eastern Montana Fair which provides an opportunity for business to capture a portion of the existing market share.
- The redevelopment of a downtown area has already seen significant investment from the public sector in the form of land use regulation changes such as rezoning to allow for mixed use buildings, a Brownfields project to eliminate environmental issues as a barrier to redevelopment, and the willingness to begin the discussion of an Urban Renewal Plan with a

Tax Increment District provision.

There is a significant amount of interest from the community for the redevelopment of the downtown core. The proposed Urban Renewal District and its corresponding Urban Renewal Plan will be a critical element in the redevelopment of Downtown. The Urban Renewal Plan is an ideal vehicle for the capturing of public input from property owners and public officials to set the long term vision of the Downtown area. The process to be undertaken is to be a transparent and public process that captures all input that is important to the Urban Renewal Plan. What the Downtown can be reinvented as and how to get there is the whole point of an Urban Renewal Plan and is perhaps the most important component of this project. Only through the Urban Renewal Planning process can the goals and objectives of the community be realized.

Conclusion: An Urban Renewal Plan with a Tax Increment District provision is feasible and recommended for the Miles City Downtown Core.

RESOLUTION NO. 3687

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MAIN STREET PROGRAM GRANT CONTRACT WITH THE MONTANA DEPARTMENT OF COMMERCE.

WHEREAS, the City has applied for a Main Street Program Grant with the Montana Department of Commerce to assist in funding the creation of a Tax Increment Finance District in Miles City, Montana;

AND WHEREAS a grant in the amount of \$10,000.00 has been awarded to the City of Miles City, and an agreement has been provided to the City by the Montana Department of Commerce in order 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 \$10,000.00 grant 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 Main Street Program City of Miles City 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 JUNE 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT "A"

**MONTANA DEPARTMENT OF COMMERCE
MAIN STREET PROGRAM
CITY OF MILES CITY
CONTRACT #MT-MMS-PL-15-0003**

This Contract is entered into by the City of Miles City, MT (TIN #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 Main Street Grant Program (hereinafter "Program") for the 2015 Biennium.

Section 2. AUTHORITY

This contract is issued under authority of Section 90-1-103, Montana Code Annotated.

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. ACCEPTANCE OF MAIN STREET PROGRAM REQUIREMENTS

- (a) The Grantee agrees that all contracts entered into by it for the completion of the activities described in Section 6, 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 Main Street Grant Program Guidelines, as amended.
- (b) 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 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate upon

1 of 16

Main Street Program
Montana Department of Commerce

Contract #MT-MMS-PL-15-0003
City of Miles City

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 March 12, 2014 and March 11, 2015. 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 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract in compliance with the application reviewed and approved by the Department 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 Main Street funds for the following components of the Project:

- Creation of a Tax Increment Finance District in Miles City; and
- provide the final product both in one (1) printed and one (1) electronic copy; and
- administration of this Contract.

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract will not exceed \$10,000.
- (b) A copy of the Project Budget is attached hereto as Attachment B to this Contract and specifically incorporated herein by this reference. Any changes to the budget as proposed and incorporated within this contract require a written request to, and approval by, the Department.
- (c) Any authorized funds not obligated under this grant by March 11, 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 Main Street projects.

Section 8. METHOD OF REIMBURSEMENT

- (a) The Department will authorize the Grantee to draw up to \$10,000 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 in the most current Main Street Program Guidelines.
- (b) The Department agrees to reimburse the Grantee as set forth in this Section for successfully completing the activities set forth in Section 6 SCOPE OF WORK as eligible Project costs are incurred on or after March 12, 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 in the most current Main Street Program Guidelines.
- (c) Payment to the Grantee for approved Project activities under the Contract will generally be in accordance with the disbursement schedule listed below:
 - (i) Payment #1 – 50% of the grant award amount will be available after the Department receives a draft of the Project deliverables, documenting that the Grantee is adequately proceeding toward the preparation of a complete and acceptable final product; and
 - (ii) Payment #2 – The remaining 50% of the grant award amount will be available after the Department receives a final copy of all required deliverables to be completed under the Contract, a Project Completion Report, the Grantee's final Drawdown Request and proof of match.
- (d) In order to request payment from the Department, grantees must submit a Drawdown Request Form with supporting documentation including invoices detailing the project expenses incurred and a breakdown of hourly billing rate by employee and activity, as applicable. To receive final payment, the grantee must also include both a hard copy and an electronic copy of the planning deliverables. Commerce will determine, in its sole discretion, whether supporting documents for a request for payment are sufficient and adequate to approve reimbursement; the Department may request additional documentation as needed. If the grantee fails to obligate expenses on or before the termination date of the grant contract, Commerce cannot reimburse the grantee planning grant award funds, unless the grantee can demonstrate, to the satisfaction of Commerce, a reasonable basis for the delay in requesting reimbursement. All documentation and requests for reimbursement must be received by the department within 60 days of termination of the grant contract.
- (e) The Department will not reimburse the Grantee for any costs incurred prior to March 12, 2014; for any expenses not included in Attachment B or an approved adjustment thereto; for any ineligible expenses as set forth in the Main Street Grant Program Guidelines; 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.

- (f) As further set forth in Section 23 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.
- (g) 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.
- (h) 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-Main Street funds, the Department may, at its discretion, suspend the distribution of Main Street funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (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 Main Street grant funds to be provided to the Grantee under this Contract in proportion to all other project funding sources.
- (j) The Department of Commerce may, at its discretion, withdraw from the Grantee the commitment of any Main Street funds that remain undispersed 24 months after March 12, 2014.
- (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 prevailing local 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 Main Street Grant Program Guidelines.
- (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.

Section 9. REPORTING REQUIREMENTS

- (a) Quarterly Update Report: During the term of this Contract, the Grantee will submit a quarterly update report, if requested by the Department. This report shall follow the report format specified in the most recent version of the Main Street Grant Program Guidelines, and shall describe the status of the Project with respect to the activities set forth in Section 6, 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, implementation or budget modifications requested.
- (b) Project Progress Report: 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) 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:

Maria Jackson (or successor)
CDD Planning Specialist, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2770
mjackson3@mt.gov

For the Grantee:

Chris A. Grenz, Mayor
City of Miles City

PO Box 910
Miles City, MT 59301
406-234-3462
mayor@milescity-mt.org

Section 11. ACCESS TO AND RETENTION OF RECORDS

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 three (3) 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.

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 6, 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 23, 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 regulations 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.

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 6, SCOPE OF WORK, and Attachment A, within the budget set forth in Attachment B.
 - (ii) The Grantee submits to the Department and the Department approves an acceptable Project Budget and Implementation Schedule.
 - (iii) Other conditions, as needed, including the Signature Certification and Designation of Depository Forms.
- (b) Within nine (9) months of the date of the announcement of the tentative grant award letter issued by the Department [March 12, 2014], 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 6, 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, 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) 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 ranking. If warranted, the Department will analyze the impact of the proposed modification on the scores assigned to the Grantee's application in the original grant competition.
- (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 by the Department.

Section 23. 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.
- (b) 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:
- i) 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
 - ii) 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.
- (c) 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;
- (d) 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.
- (e) The Department may, at its sole discretion, terminate or reduce the scope of this Contract if available funding sources are eliminated or reduced for any reason. If a termination or modification is so required, the Department will, if sufficient Program funds are available, compensate the Grantee for eligible Project 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 24. 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 25. 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 26. 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 27. 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 28. 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 29. 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 30. REFERENCE TO CONTRACT

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

Section 31. 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 32. 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 33. 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:

Chris A. Grenz, Mayor

Date

ATTEST:

Lorrie Pearce, Clerk

APPROVED AS TO FORM:

Daniel Rice, City Attorney

MONTANA DEPARTMENT OF COMMERCE:

Kelly A. Lynch, Administrator
Community Development Division

Date

**ATTACHMENT A
PROJECT IMPLEMENTATION SCHEDULE
MAIN STREET GRANT PROGRAM
CITY OF MILES CITY
CONTRACT #MT-MMS-PL-15-0003**

<u>TASK</u>	<u>MONTH</u>
PROJECT START UP	
Preparation of MDOC Contract	April 2014
PROCUREMENT OF PROFESSIONAL ASSISTANCE ¹	
Submit Request for Proposals (RFP) to DOC for approval, if required ²	
Publish RFP	Complete
Select professional	Complete
Execute agreement with professional	Complete
PROJECT IMPLEMENTATION	
Initiate project kickoff; orientation and meetings	April 2014
Assemble boundary, geocodes and legal descriptions	April 2014
Prepare statement of blight; adopt finding of necessity	April 2014
Prepare Urban Renewal Plan	May 2014
Prepare and adopt growth policy and zoning amendments, if req.	Mar – August 2014
Conduct Planning Board review	May – June 2014
Prepare and adopt ordinance creating the Urban Renewal District with TIF provision, including the public hearing	May – Aug 2014
Prepare packet for DOR and affected tax jurisdictions	Aug – Oct 2014
Assure ongoing public and tax jurisdiction involvement	Mar – July 2014
PROJECT CLOSEOUT	
Submit final deliverable	Nov - Dec 2014
Submit final drawdown	Nov - Dec 2014

¹ Including professional engineers, architects, and community development consultants, etc.

² Architectural and engineering services must be procured in compliance with Section 18-8-201, MCA.

ATTACHMENT B
PROJECT BUDGET
MAIN STREET GRANT PROGRAM
CITY OF MILES CITY
CONTRACT #MT-MMS-PL-15-0003

	SOURCE: <i>Main Street Program</i>	SOURCE: <i>Miles City</i>	SOURCE: <i>CDBG-ED Planning Grant</i>	SOURCE: <i>Sandra K. Anderson Foundation</i>	TOTAL:
Professional Services	\$10,000.00	\$2,750.00	\$10,250.00	\$3,000.00	\$26,000.00

RESOLUTION NO. 3688

A RESOLUTION APPROVING THE RECEIPT OF GRANTS IN THE AMOUNT OF \$3,000 AND \$2,750 FROM THE SANDRA ANDERSON DONOR ADVISED FUND TO BE APPLIED TO THE MILES CITY TAX INCREMENT FINANCE DISTRICT PROJECT.

WHEREAS, the City through the Historic Preservation Office has applied for a grant from the Sandra Anderson Donor Advised Fund to assist in funding the creation of a Tax Increment Finance District in Miles City, Montana;

AND WHEREAS grants in the amounts of \$3,000.00 and \$2,750 have been awarded to the City of Miles City, and grant compliance guidelines have been provided as a condition of the acceptance of said grants.

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

1. The City hereby accepts the grants in the amounts of \$3,000.00 and \$2,750 from the Sandra Anderson Donor Advised Fund, and the City of Miles City agrees to be bound by the Grant Compliance Guidelines attached to the award letters for each grant, attached hereto as Exhibits "A" and "B."

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 JUNE 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A

THE COMERICA CHARITABLE TRUST
Sandra Anderson Donor Advised Fund

March 21, 2014

City of Miles
City Historic Preservation Department
Attn: Conne Muggli, Director
519 Main Street, Suite 1
Miles City, MT 59301

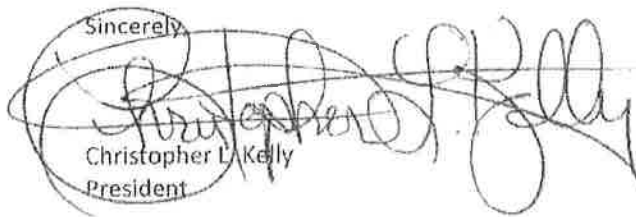
Re: Grant Award from the Sandra Anderson Donor Advised Fund

Dear Ms. Muggli:

On behalf of the Sandra Anderson Donor Advised Fund of the Comerica Charitable Trust, it is my pleasure to inform you that your organization was recommended by Sandra Anderson, the donor advisor to receive a grant in the amount of \$3,000 for the Revitalize Downtown TIFD initiative for Miles City.

Attached please find the grant check along with a copy of our Grant Compliance Guidelines. We ask that you carefully review these guidelines to insure your compliance with this grant. Please note that your endorsement of the enclosed grant check will confirm your agreement with these guidelines.

Once again, on behalf of our donor advisors congratulations to you on this well-deserved recognition of your organization's invaluable charitable mission. Should you have any questions concerning this award, please feel free to contact us.

Sincerely,

Christopher L. Kelly
President

Encl. Grant Check# 773563621
Grant Compliance Guidelines

THE COMERICA CHARITABLE TRUST
101 North Main Street - Suite 100
Ann Arbor, Michigan 48104
(877) 405 - 1091 Toll Free

GRANT COMPLIANCE GUIDELINES

Our charitable foundation is compliant with the Internal Revenue Code pertaining to the presentation and acceptance of grants made to recognized 501(c)(3) charitable organizations. To that end, we are pleased to provide this grant to your organization which is to be utilized in accordance with the charitable purpose described in the attached grant award letter.

Endorsement of the enclosed grant award check will confirm your agreement to the terms of this award and the following terms and conditions:

1. Your organization will use these funds exclusively for the purpose described above and any funds not used for this purpose, including earnings, will be repaid. If the full amount of the grant is not used during the current fiscal year, then you agree to provide us accountings annually for the funds, including beginning balance, grants, expenditures, earnings, and ending balance, until the funds have been exhausted.
2. You hereby certify that no goods and services were provided and that no part of the funds are being applied to make payment of or to satisfy a legally enforceable pledge made by a third party, including the party who advised or recommended this grant.
3. Funds provided by the foundation will be used exclusively for charitable, scientific or educational purposes as described in the Internal Revenue Code of 1986 (IRC) § 170(c)(2)(B) and will not be expended in any manner that constitutes a taxable expenditure as described in IRC § 4945 or is prohibited by Federal, state, or local law.
4. Your organization's records of receipts and expenditures are adequate to verify use of this grant and will be made available for audit upon our request.
5. Your organization is described under IRC § 501(c)(1) or (3) and is not a private foundation within the meaning of IRC § 509(a). You will notify us immediately of any change in your tax status, including any substantial or material change in your sources of support for the taxable year affected by this grant, within the meaning of Reg. § 1.170A-9.
6. Your organization has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual, entity, or agent acting for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, or that has been so designated, and will immediately cease such support if an individual, entity, or agent acting for any individual or entity is so designated after the date of the referenced agreement.

Exhibit "B"

THE COMERICA CHARITABLE TRUST
Sandra Anderson Donor Advised Fund

April 11, 2014

City of Miles
City Historic Preservation Department
Attn: Connie Muggli, Director
519 Main Street, Suite 1
Miles City, MT 59301

Re: Grant Award from the Sandra Anderson Donor Advised Fund


Dear Ms. Muggli:

On behalf of the Sandra Anderson Donor Advised Fund of the Comerica Charitable Trust, it is my pleasure to inform you that your organization was recommended by Sandra Anderson, the donor advisor to receive a grant in the amount of \$2,750 for the Revitalize Downtown TIFD initiative for Miles City.

Attached please find the grant check along with a copy of our Grant Compliance Guidelines. We ask that you carefully review these guidelines to insure your compliance with this grant. Please note that your endorsement of the enclosed grant check will confirm your agreement with these guidelines.

Once again, on behalf of our donor advisors congratulations to you on this well-deserved recognition of your organization's invaluable charitable mission. Should you have any questions concerning this award, please feel free to contact us.

Sincerely,


Christopher L. Kelly
President

Encl. Grant Check# 773574920
2nd Check for the Balance of a \$5,750 Grant
Grant Compliance Guidelines

THE COMERICA CHARITABLE TRUST
101 North Main Street - Suite 100
Ann Arbor, Michigan 48104
(877) 405 - 1091 Toll Free

GRANT COMPLIANCE GUIDELINES

Our charitable foundation is compliant with the Internal Revenue Code pertaining to the presentation and acceptance of grants made to recognized 501(c)(3) charitable organizations. To that end, we are pleased to provide this grant to your organization which is to be utilized in accordance with the charitable purpose described in the attached grant award letter.

Endorsement of the enclosed grant award check will confirm your agreement to the terms of this award and the following terms and conditions:

1. Your organization will use these funds exclusively for the purpose described above and any funds not used for this purpose, including earnings, will be repaid. If the full amount of the grant is not used during the current fiscal year, then you agree to provide us accountings annually for the funds, including beginning balance, grants, expenditures, earnings, and ending balance, until the funds have been exhausted.
2. You hereby certify that no goods and services were provided and that no part of the funds are being applied to make payment of or to satisfy a legally enforceable pledge made by a third party, including the party who advised or recommended this grant.
3. Funds provided by the foundation will be used exclusively for charitable, scientific or educational purposes as described in the Internal Revenue Code of 1986 (IRC) § 170(c)(2)(B) and will not be expended in any manner that constitutes a taxable expenditure as described in IRC § 4945 or is prohibited by Federal, state, or local law.
4. Your organization's records of receipts and expenditures are adequate to verify use of this grant and will be made available for audit upon our request.
5. Your organization is described under IRC § 501(c)(1) or (3) and is not a private foundation within the meaning of IRC § 509(a). You will notify us immediately of any change in your tax status, including any substantial or material change in your sources of support for the taxable year affected by this grant, within the meaning of Reg. § 1.170A-9.
6. Your organization has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual, entity, or agent acting for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, or that has been so designated, and will immediately cease such support if an individual, entity, or agent acting for any individual or entity is so designated after the date of the referenced agreement.

RESOLUTION NO. 3689

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2013-2014 FOR UNANTICIPATED GRANT REVENUE TO HISTORIC PRESERVATION FUND 2935 AND PROVIDING FOR HEARING THEREON

WHEREAS, the City of Miles City has received unanticipated grant revenues from the Community Development Block Grant (CBDG), Montana Main Street Grant, and Sandra Anderson Donor Advised Fund to be applied to Historic Preservation Fund No. 2935 in the combined sum of \$10,284.00;

AND WHEREAS, as permitted by §7-6-4006 MCA, the City of Miles City desires to amend its final budget for Fiscal Year 2013-2014 to appropriate the total amount of such unanticipated revenues in the sum of \$10,284.00 to Historic Preservation Fund No. 2935;

AND WHEREAS, such amendment of the Final Budget for Fiscal Year 2013 -2014 will result in an overall increase in appropriation authority in Historic Preservation Fund No. 2935,

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

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

The appropriations for the Final Budget for Fiscal Year 2013 - 2014 for Historic Preservation Fund No. 2935 shall be increased in the following amounts:

INCREASED REVENUE RECEIVED:

CBDG: Fund No. 2935-331171(101036) in the sum of \$2,750.00;

Montana Main Street: Fund No. 2935-331172(101037) in the sum of \$1,784.00;

Sandra Anderson Grant: Fund No. 2935-365020(101038) in the sum of \$5,750.00;

INCREASED APPROPRIATIONS FY13-14:

CBDG: 2935-11-460465-350 in the amount of \$2,750.00;

Montana Main Street: 2935-11-460466-350 in the amount of \$905.00;
2935-11-460466-370 in the amount of \$879.00;

Sandra Anderson: 2935-11-460467-210 in the amount of \$350.00
 2935-11-460467-311 in the amount of \$350.00;
 2935-11-460467-320 in the amount of \$500.00;
 2935-11-460467-350 in the amount of \$2,442.00;
 2935-11-460467-370 in the amount of \$1,489.00;
 2935-11-460467-111 in the amount of \$619.00;

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2013 - 2014 on the 24th day of June, 2014 at 7:00p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7 1-4127 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 10th DAY OF JUNE, 2014.

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 24th DAY OF JUNE, 2014.

C. A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3690

A RESOLUTION AUTHORIZING THE OUTLAW BASEBALL CLUB TO PLACE A PLAQUE IN THE NEW PRESSBOX AT TEDESCO FIELD IN HONOR OF C.W. WILCOX.

WHEREAS, the Outlaw Baseball Club as requested permission to place a plaque in the new press box at Tedesco Field in honor of C.W. Wilcox, measuring approximately 12 inches by 12 inches;

AND WHEREAS the City of Miles City has deemed the placement of such plaque to be appropriate and in the best interests of the City.

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

1. The Outlaw Baseball Club is hereby authorized to place a plaque in the new press box at Tedesco Field, measuring approximately 12 inches by 12 inches, in honor of C.W. Wilcox.

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 JUNE 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3691

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2013-2014 TO APPROPRIATE UNANTICIPATED REVENUES TO BUILDING INSPECTOR FUND NO. 2394 FOR CONTRACTED PROFESSIONAL SERVICES

WHEREAS, the City of Miles City has received unanticipated building permit revenues in Building Inspector Fund No. 2394 in the sum of \$22,000.00;

AND WHEREAS, as permitted by §7-6-4006 MCA, the City of Miles City desires to amend its final budget for Fiscal Year 2013-2014 to appropriate the total amount of such unanticipated revenues in the sum of \$22,000.00 to Building Inspector Fund No. 2394 for contracted professional services;

AND WHEREAS, such amendment of the Final Budget for Fiscal Year 2013-2014 will result in an overall increase in appropriation authority in Building Inspector Fund No. 2394,

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

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

The appropriations for the Final Budget for Fiscal Year 2013-2014 for Building Inspector Fund No. 2394 shall be increased in the following amount:

Fund No. 2394-018-420531-350 (Building Inspector Fund No. 2394, Contracted Professional Services), in the sum of \$22,000.00.

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

Account No. 2394 323010 (Building Inspector Fund No. 2394- Permit Fees) in the amount of \$22,000.00,

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2013-2014 on the 24th day of June, 2014, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7 1-4127 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 10TH DAY OF JUNE, 2014.

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 24TH DAY OF JUNE, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3692

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2013-2014 TO APPROPRIATE UNANTICIPATED REVENUES TO AIRPORT FUND 5610 FOR FEDERAL AERONAUTICS GRANT FUNDS

WHEREAS, the City of Miles City Airport has received unanticipated Federal Aeronautics Grant revenues in Airport Fund No. 5610 in the sum of \$180,000;

AND WHEREAS, as permitted by §7-6-4006 MCA, the City of Miles City desires to amend its final budget for Fiscal Year 2013-2014 to appropriate the total amount of such unanticipated revenues in the sum of \$180,000 to Airport Fund No. 5610 for Professional Services;

AND WHEREAS, such amendment of the Final Budget for Fiscal Year 2013 - 2014 will result in an overall increase in appropriation authority in Airport Fund No. 5610,

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

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

The appropriations for the Final Budget for Fiscal Year 2013-2014 for Airport Fund No. 5610 shall be increased in the following amount:

Fund No. 5610-087-430300-350 (Airport Fund No. 5610, Professional Services), in the sum of \$150,000.00.

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

Account No. 5610-331129 (Airport Fund No. 5610- Federal Aeronautic Administration Grant) in the amount of \$180,000.00,

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2013 - 2014 on the 24th day of June, 2014, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 10TH DAY OF JUNE, 2014.

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 24TH DAY OF JUNE, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION 3692

RESOLUTION NO. 3693

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2013-2014 TO APPROPRIATE UNAPPROPRIATED CASH BALANCES FROM THE CAPITAL IMPROVEMENT FUND NO. 4000 FOR THE PURCHASE OF TWO POLICE VEHICLES

WHEREAS, the City of Miles City has cash balances for Fiscal Year 2013-2014 in the Capital Improvement Fund No. 4000 which were not appropriated in the Final Budget for Fiscal Year 2013-2014.

AND WHEREAS, as permitted by §7-6-4006 MCA, the City of Miles City desires to amend its final budget for Fiscal Year 2013-2014 to appropriate and expend a portion of such unappropriated cash balance in Fund No. 4000 to purchase a two police vehicles;

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

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

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

The appropriations for the Final Budget for Fiscal Year 2013-2014 for Capital Improvement Fund No. 4000 shall be increased in the following amount:

Fund No. 4000-501-410100-940 (Capital Improvement Fund No. 4000, Capital Machinery & Equipment), in the sum of \$78,002;

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

Account No. 4000-101000 - (Capital Improvement Fund No. 4000 - Cash) in the amount of \$78,002.

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendments to the Final Budget for Fiscal Year 2013-2014 on the 24th day of June, 2014, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 10TH DAY OF JUNE, 2014.

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 24TH DAY OF JUNE, 2014.

C. A. GRENZ, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3694

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2013-2014 TO APPROPRIATE UNANTICIPATED EXPENSES TO LIGHTING DISTRICT NO. 165 FUND 2400 FOR ELECTRICAL UTILITIES EXPENSES

WHEREAS, the City of Miles City has accumulated unanticipated expenses in Lighting District No. 165 Fund No. 2400 in the sum of \$10,500.00,

AND WHEREAS, as permitted by §7-6.4006 MCA, the City of Miles City desires to amend its final budget for Fiscal Year 2013-2014 to appropriate the total amount of such unanticipated expenses in the sum of \$10,500.00 to Lighting District No. 165 Fund No. 2400 for electrical utility charges;

AND WHEREAS, such amendment of the Final Budget for Fiscal Year 2013-2014 will result in an overall increase in appropriation authority in Lighting District No. 165 Fund No. 2400,

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

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

The appropriations for the Final Budget for Fiscal Year 2013-2014 for Lighting District No. 165 Fund No. 2400 shall be increased in the following amount:

Fund No. 2400-046-430263-341 (Lighting District No. 165 Fund No. 2400, Electrical Utilities), in the sum of \$6,300.00.

Fund No. 2400-046-430263-533 (Lighting District No. 165 Fund No. 2400, Electrical Utilities), in the sum of \$4,200.00.

Such increased appropriation shall be made from the following Lighting District No. 165, Fund No. 2400 account:

Account No. 2400-363010 (Lighting District No. 165 Fund No. 2400 Assessments) in the amount of \$10,500.

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2013-2014 on the 24th day of June, 2014, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 10TH DAY OF JUNE, 2014.

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
24TH DAY OF JUNE, 2014.

C. A. GRENZ, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3695

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2013-2014 TO APPROPRIATE UNANTICIPATED EXPENSES TO LIGHTING DISTRICT NO. 167 FUND 2420 FOR ELECTRICAL UTILITIES EXPENSES

WHEREAS, the City of Miles City has accumulated unanticipated expenses in Lighting District No. 167 Fund No. 2420 in the sum of \$1,665.00,

AND WHEREAS, as permitted by §7-6-4006 MCA, the City of Miles City desires to amend its final budget for Fiscal Year 2013-2014 to appropriate the total amount of such unanticipated expenses in the sum of \$1,665.00 to Lighting District No. 167 Fund No. 2420 for electrical utility charges;

AND WHEREAS, such amendment of the Final Budget for Fiscal Year 2013-2014 will result in an overall increase in appropriation authority in Lighting District No. 167 Fund No. 2420,

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

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

The appropriations for the Final Budget for Fiscal Year 2013-2014 for Lighting District No. 167 Fund No. 2420 shall be increased in the following amount:

Fund No. 2420-046-430263-341 (Lighting District No. 167 Fund No. 2420, Electrical Utilities), in the sum of \$1,665.00.

Fund No. 2420-046-430263-533 (Lighting District No. 165 Fund No. 2420, Electrical Utilities), in the sum of \$4,200.00.

Such increased appropriation shall be made from the following Lighting District No. 167, Fund No. 2420 account:

Account No. 2420-363010 (Lighting District No. 167 Fund No. 2420 Assessments) in the amount of \$1,665.00.

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2013-2014 on the 24th day of June, 2014, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 10TH DAY OF JUNE, 2014.

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
24TH DAY OF JUNE, 2014.

C. A. GRENZ, Mayor

ATTEST:

Lorrie Pearce, City Clerk

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 1 of 19
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account		
123883	74167S 2914 TOURISM BUSINESS IMPROVEMENT	6,004.00							
1	121813 04/30/14 TOURISM BUS IMP DISTRICT	6,004.00			7370 212500			101000	
124004	74196S 700 CUSTER COUNTY WATER & SEWER	10,937.99							
1	121859 05/31/14 WATER, SEWER COLLECTIONS	10,937.99			7980 211020			101000	
124005	74168S 368 TUMBLEWOOD DEVELOPMENT INC	2,750.00							
1	84 05/31/14 SANITARIAN CONTRACT SERV	2,750.00			2270 37 440140	350		101000	
124006	74183S 1535 LUCAS & TONN PC	2,723.00							
1	05/14 05/31/14 WESTLAW SERVICE	100.00*			1000 4 411100	350		101000	
2	4/14/14 05/31/14 SHAWN QUINLAN: APRIL SERV	2,623.00*			1000 4 411100	350		101000	
124007	74197S 4022 MARILYNN FORMAN	350.00							
1	0514 05/31/14 PD CLEANING SERVICES	350.00*		18244	1000 5 420140	350		101000	
124009	74182S 1970 MONTANA DAKOTA UTILITIES	33,652.66							
1	05/31/14 GAS/ELECTRIC	249.08*		17696	1000 7 420460	341		101000	
2	GAS/ELECTRIC	86.79		17696	1000 7 420460	344		101000	
3	GAS/ELECTRIC	264.52			1000 8 411230	341		101000	
4	GAS/ELECTRIC	157.11			1000 8 411230	344		101000	
5	GAS/ELECTRIC	573.63*			1000 13 460433	341		101000	
6	GAS/ELECTRIC	135.24*			1000 13 460433	344		101000	
7	GAS/ELECTRIC	268.53*			1000 14 460445	341		101000	
8	GAS/ELECTRIC	27.09*			1000 21 440600	341		101000	
9	GAS/ELECTRIC	45.38			1000 21 440600	344		101000	
10	GAS/ELECTRIC	9,544.65			2400 46 430263	341		101000	
11	GAS/ELECTRIC	4,464.10			2400 46 430263	533		101000	
12	GAS/ELECTRIC	1,758.53			2420 48 430263	341		101000	
13	GAS/ELECTRIC	675.90			2420 48 430263	533		101000	
14	GAS/ELECTRIC	125.13			2430 49 430263	341		101000	
15	GAS/ELECTRIC	1,094.80			2440 50 430263	341		101000	
16	GAS/ELECTRIC	266.37			2470 72 430263	341		101000	
17	GAS/ELECTRIC	304.12*			2470 72 430263	533		101000	
18	GAS/ELECTRIC	62.64			2480 47 430263	341		101000	
19	GAS/ELECTRIC	105.05*			2510 107 430220	341		101000	
20	GAS/ELECTRIC	42.23			2510 107 430220	344		101000	
21	GAS/ELECTRIC	5.06			2520 108 430220	341		101000	
22	GAS/ELECTRIC	10.56			2520 108 430220	344		101000	
23	GAS/ELECTRIC	2,996.82			5210 22 430530	341		101000	
24	GAS/ELECTRIC	518.08			5210 22 430530	344		101000	
25	GAS/ELECTRIC	12.64			5210 23 430550	341		101000	
26	GAS/ELECTRIC	26.39			5210 23 430550	344		101000	
27	GAS/ELECTRIC	12.64*			5310 31 430630	341		101000	
28	GAS/ELECTRIC	26.39			5310 31 430630	344		101000	
29	GAS/ELECTRIC	972.23*			5310 32 430690	341		101000	

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 2 of 19
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
30		GAS/ELECTRIC	85.12			5310 32 430690	344	101000
31		GAS/ELECTRIC	4,883.70*			5310 33 430640	341	101000
32		GAS/ELECTRIC	96.87			5510 10 420730	341	101000
33		GAS/ELECTRIC	33.75			5510 10 420730	344	101000
34	05/31/14	GAS/ELECTRIC	2,067.43		17674	5610 87 430300	341	101000
35	05/31/14	GAS/ELECTRIC	1,349.82*		17674	5610 87 430300	344	101000
36		GAS/ELECTRIC	236.03			6040 910 430220	341	101000
37		GAS/ELECTRIC	68.24*			6040 910 430220	344	101000
124010	74198S	2910 TONGUE RIVER ELECTRIC	447.07					
1	05/30/14	SOUTHGATE LIGHTING CHARGES	401.84			2450 51 430263	341	101000
2	05/30/14	911 POWER & TOWER LIGHTS	45.23		16870	2850 105 420140	341	101000
124011	74155S	1721 MID RIVERS TELEPHONE CORP	3,268.36					
	5/1/2014	BILL						
1	05/30/14	TELEPHONE/INTERNET/CABLE/Judge	232.41*		18024	1000 6 410300	345	101000
3	05/30/14	TELEPHONE/INTERNET/CABLE/Libry	56.46		17079	2220 16 460100	345	101000
4	05/30/14	TELEPHONE/INTERNET/CABLE/Libry	66.06		17079	2220 16 460100	347	101000
6	05/30/14	TELEPHONE/INTERNET/CABLE/911	418.18		18306	2850 105 420140	345	101000
7	05/30/14	TELEPHONE/INTERNET/CABLE/child	100.60		18228	1000 5 420140	220	101000
8	05/30/14	TELEPHONE/INTERNET/CABLE/rsvp	138.21		18410	2985 15 450330	345	101004
11	05/30/14	TELEPHONE/INTERNET/CABLE/Airpt	97.34		17670	5610 87 430300	345	101000
12	05/30/14	TELEPHONE/INTERNET/CABLE/Airpt	40.74*		17670	5610 87 430300	319	101000
13	05/30/14	TELEPHONE/INTERNET/CABLE/Airpt	50.60		17670	5610 87 430300	347	101000
14	05/30/14	TELEPHONE/INTERNET/sm pool	0.00			1000 14 460445	345	101000
15	05/30/14	TELEPHONE/INTERNET/CABLE/LD	28.58			1000 1 410200	345	101000
16	05/30/14	TELEPHONE/INTERNET/CABLE/LD	50.11			1000 3 410500	345	101000
17	05/30/14	TELEPHONE/INTERNET/CABLE/LD	19.52			1000 3 410500	347	101000
18	05/30/14	TELEPHONE/INTERNET/CABLE/LD	2.22			1000 4 411100	345	101000
19	05/30/14	TELEPHONE/INTERNET/CABLE/LD	310.69			1000 5 420140	345	101000
20	05/30/14	TELEPHONE/INTERNET/CABLE/LD	65.60			1000 5 420140	347	101000
21	05/30/14	TELEPHONE/INTERNET/CABLE/LD	308.79*			1000 5 420160	345	101000
22	05/30/14	TELEPHONE/INTERNET/CABLE/LD	159.42			1000 7 420460	345	101000
23	05/30/14	TELEPHONE/INTERNET/CABLE/LD	135.60*			1000 7 420460	347	101000
24	05/30/14	TELEPHONE/INTERNET/CABLE/LD	2.22			1000 9 410540	345	101000
25	05/30/14	TELEPHONE/INTERNET/CABLE/LD	38.28			1000 13 460433	345	101000
26	05/30/14	TELEPHONE/INTERNET/CABLE/LD	37.60			1000 13 460433	347	101000
27	05/30/14	TELEPHONE/INTERNET/CABLE/LD	40.03			1000 21 440600	345	101000
28	05/30/14	TELEPHONE/INTERNET/CABLE/LD	75.15			1000 36 411020	345	101000
29	05/30/14	TELEPHONE/INTERNET/CABLE/LD	26.36			2394 18 420531	345	101000
30	05/30/14	TELEPHONE/INTERNET/CABLE/LD	65.06*			2510 107 430220	345	101000
31	05/30/14	TELEPHONE/INTERNET/CABLE/LD	30.38*			2520 108 430220	345	101000
32	05/30/14	TELEPHONE/INTERNET/CABLE/LD	73.83			5210 22 430530	345	101000
33	05/30/14	TELEPHONE/INTERNET/CABLE/LD	80.25*			5210 22 430530	347	101000
34	05/30/14	TELEPHONE/INTERNET/CABLE/LD	34.54			5210 23 430550	345	101000
35	05/30/14	TELEPHONE/INTERNET/CABLE/LD	11.40			5210 23 430550	347	101000
36	05/30/14	TELEPHONE/INTERNET/CABLE/LD	44.72			5210 25 430510	345	101000

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 3 of 19
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
37	05/30/14	TELEPHONE/INTERNET/CABLE/LD	10.65			5210 25 430510	347	101000
38	05/30/14	TELEPHONE/INTERNET/CABLE/LD	44.70			5310 29 430610	345	101000
39	05/30/14	TELEPHONE/INTERNET/CABLE/LD	19.51			5310 29 430610	347	101000
40	05/30/14	TELEPHONE/INTERNET/CABLE/LD	34.53			5310 31 430630	345	101000
41	05/30/14	TELEPHONE/INTERNET/CABLE/LD	11.40			5310 31 430630	347	101000
42	05/30/14	TELEPHONE/INTERNET/CABLE/LD	32.57			5310 33 430640	345	101000
43	05/30/14	TELEPHONE/INTERNET/CABLE/LD	45.60*			5310 33 430640	347	101000
44	05/30/14	TELEPHONE/INTERNET/CABLE/LD	107.01			5510 10 420730	345	101000
45	05/30/14	TELEPHONE/INTERNET/CABLE/LD	28.24			5510 10 420730	347	101000
46	05/30/14	TELEPHONE/INTERNET/CABLE/LD	35.66			6040 910 430220	345	101000
47	05/30/14	TELEPHONE/INTERNET/CABLE/LD	57.54*			6040 910 430220	347	101000
124012	74164S	4019 WEX Bank	12,512.65					
1	36659924	05/30/14 FUEL	519.58		18511	1000 13 460433	231	101000
2	05/30/14	FUEL	0.00			1000 201 431200	370	101000
3	05/30/14	FUEL	2,069.42		18511	2510 107 430220	231	101000
4	05/30/14	FUEL	517.35		17721	2520 108 430220	231	101000
5	05/30/14	FUEL	0.00			6040 910 430220	231	101000
6	05/30/14	FUEL	83.65		17479	5210 22 430530	231	101000
7	05/30/14	FUEL	0.00			5210 80 430540	231	101000
8	05/30/14	FUEL	160.94			5310 32 430690	231	101000
9	05/30/14	FUEL	128.83			5310 33 430640	231	101000
10	05/30/14	FUEL	2,040.70		17968	5510 10 420730	231	101000
11	05/30/14	FUEL	638.95*			1000 7 420460	231	101000
12	05/30/14	FUEL	3,357.70*		18234	1000 5 420140	231	101000
13	05/30/14	FUEL	118.72			1000 21 440600	231	101000
14	05/30/14	FUEL	0.00*			1000 5 420160	231	101000
15	05/30/14	FUEL	1,091.53*		17864	5210 23 430550	231	101000
16	05/30/14	FUEL	1,091.53*		17864	5310 31 430630	231	101000
17	05/30/14	FUEL	693.75*			5610 87 430300	231	101000
124013	74184S	2450 POSTMASTER (UTILITIES)	1,000.00					
1	05/31/14	WATER/SEWER BILLS:POSTAGE	500.00			5210 25 430510	311	101000
2	05/31/14	WATER/SEWER BILLS:POSTAGE	500.00*			5310 29 430610	311	101000
124014	74199S	721 DALES CLEANING SERVICE	875.00					
1	05/31/14	CLEAN LIBRARY	325.00		17087	2220 16 460100	360	101000
2	05/31/14	CLEAN CITY HALL	550.00		18532	1000 8 411230	360	101000
124015	74200S	268 MILES CITY SANITATION INC.	193.00					
1	45105976	05/31/14 GARBAGE SERVICES	43.00		18236	1000 5 420140	346	101000
2	45106082	05/31/14 GARBAGE SERVICES	60.00		17486	5310 33 430640	360	101000
3	45105972	05/31/14 GARBAGE SERVICES	90.00		17677	5610 87 430300	220	101000

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 4 of 19
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
124016	74169S	316 DATA IMAGING SYSTEMS, INC	1,360.00					
1	05/30/14	MANAGED SERVICES;DATA BKP	291.43*			1000 3 410500	360	101000
2	05/30/14	MANAGED SERVICES;DATA BKP	163.93*			5210 25 430510	360	101000
3	05/30/14	MANAGED SERVICES;DATA BKP	163.93*			5310 29 430610	360	101000
4	05/30/14	MANAGED SERVICES;DATA BKP	97.14*			1000 1 410200	360	101000
5	05/30/14	MANAGED SERVICES;DATA BKP	97.14*			1000 36 411020	360	101000
6	05/30/14	MANAGED SERVICES;DATA BKP	84.51			5210 23 430550	360	101000
7	05/30/14	MANAGED SERVICES;DATA BKP	84.51*			5310 31 430630	360	101000
8	05/30/14	MANAGED SERVICES;DATA BKP	112.69			2510 107 430220	360	101000
9	05/30/14	MANAGED SERVICES;DATA BKP	56.34			2520 108 430220	360	101000
10	05/30/14	MANAGED SERVICES;DATA BKP	109.29*			1000 9 410540	360	101000
11	05/30/14	MANAGED SERVICES;DATA BKP	99.09*			2394 18 420531	360	101000
124017	74152S	285 BADLANDS, INC.	84.50					
1	043014	05/31/14 VOLUNTEER TAXI FARE	84.50*		18412	2985 15 450330	370	101004
124018	74153S	498 CENTURY LINK	1,965.87					
1	042114	05/31/14 911 PHONE SYSTEM	1,965.87		18307	2850 105 420140	345	101000
124019	74154S	4055 DOOR 804 FITNESS	234.00					
1	41214	05/31/14 FITNESS MEMBERSHIPS	234.00		18233	1000 5 420140	334	101000
124020	74156S	1010 STOCKMAN BANK	101.90					
1	05/31/14	NSF: STRATTON	50.95			5210 25 430510	810	101000
2	05/31/14	NSF: STRATTON	50.95			5310 29 430610	810	101000
124021	74165S	1535 LUCAS & TONN PC MMCT&FO INSTITUTE: 5/7-9, 2014	392.16					
1	05/31/14	TRAVEL TO BILLINGS	392.16			1000 4 411100	370	101000
124022	74163S	999999 TAYLOR LEE CPAT ORIENTATION	46.00					
1	05/31/14	TRAVEL REIMB: GR FALLS	46.00		17966	1000 7 420460	370	101000
124023	74158S	523 CITY SERVICE, INC.	36,534.49					
1	957	05/31/14 10,000 GAL JET A	36,534.49		17673	5610 87 430300	237	101000
124024	74162S	999999 PATTI BISHOP TRAINING IN BILLINGS	185.40					
1	05/31/14	TRAVEL REIMB	61.80		18608	1000 3 410500	370	101000
2	05/31/14	TRAVEL REIMB	61.80			5210 25 430510	370	101000
3	05/31/14	TRAVEL REIMB	61.80			5310 29 430610	370	101000

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 5 of 19
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
124025		74159S 999999 LORRIE PEARCE MUNICIPAL CLERK'S INSTITUTE	588.10					
1	05/31/14	TRAVEL REIMBURSEMENT	196.03		18607	1000 3 410500	370	101000
2	05/31/14	TRAVEL REIMBURSEMENT	196.03			5210 25 430510	220	101000
3	05/31/14	TRAVEL REIMBURSEMENT	196.04			5310 29 430610	220	101000
124026		74157S 999999 C. A. GRENZ MUNICIPAL TRAINING IN BILLINGS	162.40					
1	05/31/14	TRAVEL REIMBURSEMENT	162.40		18606	1000 1 410200	370	101000
124027		74161S 373 MASTERCARD	21,437.97					
1	05/31/14	OFFICE SUPPLIES	9.88			1000 3 410500	210	101000
2	05/31/14	OFFICE SUPPLIES	33.75*			1000 4 411100	210	101000
3	05/31/14	OFFICE SUPPLIES	597.39			1000 5 420140	210	101000
4	05/31/14	SM ITEMS OF EQUIP	2,481.79			1000 5 420140	214	101000
5	05/31/14	OPERATING EXP	410.43			1000 5 420140	220	101000
6	05/31/14	CLOTHING/UNI	23.18			1000 5 420140	226	101000
7	05/31/14	R & M SUPPLIES	816.87*			1000 5 420140	230	101000
8	05/31/14	POSTAGE	50.53*			1000 5 420140	311	101000
9	05/31/14	R & M VEHICLES	427.51			1000 5 420140	366	101000
10	05/31/14	TRAVEL	411.53			1000 5 420140	370	101000
11	05/31/14	OFFICE SUPPLIES	228.96			1000 5 420160	210	101000
12	05/31/14	POSTAGE	18.74			1000 5 420160	311	101000
13	05/31/14	SM ITEMS OF EQUIP	98.88			1000 7 420460	214	101000
14	05/31/14	R & M SUPPLIES	2.91			1000 7 420460	230	101000
15	05/31/14	POSTAGE	25.96			1000 7 420460	311	101000
16	05/31/14	R & M VEHICLES	83.79			1000 7 420460	364	101000
17	05/31/14	TRAINING	26.90			1000 7 420460	380	101000
18	05/31/14	OP EXP	166.00			1000 8 411230	220	101000
19	05/31/14	SM ITEMS OF EQUIP	599.98			1000 13 460433	214	101000
20	05/31/14	R & M SUPPLIES	238.25			1000 13 460433	230	101000
21	05/31/14	MEMBERSHIPS/REG/DUES	200.00			1000 13 460433	334	101000
22	05/31/14	R & M VEHICLES	44.71			1000 13 460433	363	101000
23	05/31/14	OP EXP	14.99			1000 21 440600	220	101000
24	05/31/14	R & M VEHICLES	5.87			1000 21 440600	230	101000
25	05/31/14	POSTAGE	101.68			2220 16 460100	311	101000
26	05/31/14	TRAVEL	280.68*			2220 16 460100	370	101000
27	05/31/14	BOOKS	485.67			2220 16 460100	382	101000
28	05/31/14	OFFICE SUPPLIES	6.52			2510 107 430220	210	101000
29	05/31/14	SM ITEMS OF EQUIP	39.98			2510 107 430220	214	101000
30	05/31/14	R & M SUPPLIES	67.36			2510 107 430220	230	101000
31	05/31/14	GAS/OIL	43.90			2510 107 430220	231	101000
32	05/31/14	SIGN PARTS/SUPP	24.04			2510 107 430220	242	101000
33	05/31/14	POSTAGE	4.56			2510 107 430220	311	101000
34	05/31/14	CONTR R & M	17.00			2510 107 430220	360	101000
35	05/31/14	R & M VEHICLES	2,605.02			2510 107 430220	363	101000

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36	05/31/14	OFFICE SUPPLIES	1.63			2520 108 430220	210	101000
37	05/31/14	SM ITEMS OF EQUIP	10.00			2520 108 430220	214	101000
38	05/31/14	CLOTHING/UNI	16.84			2520 108 430220	226	101000
39	05/31/14	GAS/OIL	10.97			2520 108 430220	231	101000
40	05/31/14	SIGN PARTS/SUPP	6.01			2520 108 430220	242	101000
41	05/31/14	POSTAGE	1.14			2520 108 430220	311	101000
42	05/31/14	CONTR R & M	4.25			2520 108 430220	360	101000
43	05/31/14	R & M VEHICLES	651.25			2520 108 430220	363	101000
44	05/31/14	TRAINING	225.00			2850 105 420140	380	101000
45	05/31/14	OFFICE SUPP	46.86*			2880 41 460100	210	101030
46	05/31/14	OP EXP	345.47*			2985 15 450330	220	101004
47	05/31/14	OFFICE SUPPLIES	53.95*			5210 22 430530	210	101000
48	05/31/14	OP EXP	76.43			5210 22 430530	220	101000
49	05/31/14	R & M VEHICLES	42.09			5210 22 430530	363	101000
50	05/31/14	OFFICE SUPP	60.06			5210 23 430550	210	101000
51	05/31/14	SM ITEMS OF EQUIP	93.49			5210 23 430550	214	101000
52	05/31/14	OP EXP	277.68			5210 23 430550	220	101000
53	05/31/14	CLOTHING/UNI	90.98			5210 23 430550	226	101000
54	05/31/14	R & M SUPPLIES	34.92			5210 23 430550	230	101000
55	05/31/14	CURB STOP REPL	641.40			5210 23 430550	235	102270
56	05/31/14	CONSUMMABLE TOOLS	212.33*			5210 23 430550	241	101000
57	05/31/14	POSTAGE	4.40			5210 23 430550	311	101000
58	05/31/14	CONTR R & M	10.63			5210 23 430550	360	101000
59	05/31/14	R & M VEHICLES	652.33*			5210 23 430550	363	101000
60	05/31/14	OFFICE SUPPLIES	9.88*			5210 25 430510	210	101000
61	05/31/14	OFFICE SUPPLIES	53.96			5210 80 430540	210	101000
62	05/31/14	OP EXP	17.62			5210 80 430540	220	101000
63	05/31/14	CHEMICALS/LAB	473.82			5210 80 430540	222	101000
64	05/31/14	R & M SUPPLIES	86.76			5210 80 430540	230	101000
65	05/31/14	GAS/OIL	387.25			5210 80 430540	231	101000
66	05/31/14	POSTAGE	2.32			5210 80 430540	311	101000
67	05/31/14	OFFICE SUPPLIES	9.89*			5310 29 430610	210	101000
68	05/31/14	OFFICE SUPPLIES	53.05*			5310 31 430630	210	101000
69	05/31/14	SM ITEMS OF EQUIP	93.48			5310 31 430630	214	101000
70	05/31/14	OP EXP	216.30			5310 31 430630	220	101000
71	05/31/14	CLOTHING/UNI	90.97			5310 31 430630	226	101000
72	05/31/14	R & M SUPPLIES	293.10			5310 31 430630	230	101000
73	05/31/14	CONSUMMABLE TOOLS	23.77			5310 31 430630	241	101000
74	05/31/14	POSTAGE	4.40			5310 31 430630	311	101000
75	05/31/14	CONTR R & M	10.62*			5310 31 430630	360	101000
76	05/31/14	R & M VEHICLES	652.33*			5310 31 430630	363	101000
77	05/31/14	OP EXP	76.21			5310 32 430690	220	101000
78	05/31/14	R & M SUPPLIES	20.15			5310 32 430690	230	101000
79	05/31/14	OP EXP	135.20			5310 33 430640	220	101000
80	05/31/14	CHEMICALS/LAB	980.94*			5310 33 430640	222	101000
81	05/31/14	POSTAGE	2.49			5310 33 430640	311	101000
82	05/31/14	MEMBERSHIPS/REG/DUES	64.00			5310 33 430640	334	101000

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 7 of 19
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
83	05/31/14	WTR/SWR LAB TEST	675.20			5310 33 430640	352	101000
84	05/31/14	R & M VEHICLES	155.05			5310 33 430640	363	101000
85	05/31/14	OFFICE SUPPLIES	70.56			5510 10 420730	210	101000
86	05/31/14	OP EXP	167.74			5510 10 420730	220	101000
87	05/31/14	CHEMICALS/LABS	1,026.01			5510 10 420730	222	101000
88	05/31/14	R & M VEICLES	260.00*			5510 10 420730	364	101000
89	05/31/14	TRAINING	364.16			5510 10 420730	380	101000
90	05/31/14	OFFICE SUPPLIES	124.96*			5610 87 430300	210	101000
91	05/31/14	TELEPHONE	139.68			5610 87 430300	345	101000
92	05/31/14	R & M VEHICLES	430.78			5610 87 430300	363	101000
124028	74166S	2831 MILES CITY STAR ADVERTISING	792.20					
1	VARIOUS	05/31/14 PUBLICITY/PUBLISHING	156.67			1000 3 410500	330	101000
2	VARIOUS	05/31/14 PUBLICITY/PUBLISHING	156.67			5210 25 430510	330	101000
3	VARIOUS	05/31/14 PUBLICITY/PUBLISHING	156.66			5310 29 430610	330	101000
4	VARIOUS	05/31/14 PUBLICITY/PUBLISHING	55.00*		18551	2510 107 430220	330	101000
5	VARIOUS	05/31/14 PUBLICITY/PUBLISHING	44.70		17866	5210 23 430550	330	101000
6	VARIOUS	05/31/14 PUBLICITY/PUBLISHING	101.50*		17866	5310 31 430630	330	101000
7	VARIOUS	05/31/14 PUBLICITY/PUBLISHING	88.00*		18515	1000 201 431200	330	101000
8	VARIOUS	05/31/14 PUBLICITY/PUBLISHING	33.00*		18515	1000 36 411020	330	101000
124029	74170S	999999 HEATHER ROOS	110.00					
1	05/31/14	TRAVEL REIMB: APCO CONF	110.00*		18310	1000 5 420160	370	101000
124030	74171S	999999 SONJA WOODS	455.30					
1	05/31/14	MSC PARTNERS MTG:HELENA	455.30*		17085	2220 16 460100	370	101000
124031	74172S	999999 MICHELLE CUNNINGHAM	54.00					
1	05/31/14	MSC PARTNERS: HELENA	54.00*		17086	2220 16 460100	370	101000
124032	74173S	999999 DALE BERG	152.93					
1	05/31/14	CPAT ORIENTATION: REIMB	152.93		17967	1000 7 420460	370	101000
124033	74174S	2579 ROBERT PECCIA & ASSO	1,761.22					
1	22 05/31/14	HEADWORKS BLDG CONST/INSP	1,144.82		17867	5310 33 430640	940	101000
2	22 05/31/14	FUNDING APP SUPPORT	616.40		17867	5310 33 430640	357	101000
124034	74176S	394 BOSS INC	1,065.03					
1	05/31/14	OFFICE SUPPLIES	252.23			1000 3 410500	210	101000
2	05/31/14	OFFICE SUPPLIES	252.23*			5210 25 430510	210	101000
3	05/31/14	OFFICE SUPPLIES	252.24*			5310 29 430610	210	101000
4	05/31/14	OFFICE SUPPLIES	125.08*		18103	1000 4 411100	210	101000
5	05/31/14	PROFESSIONAL SERVICES:COPIES	5.00*		18106	1000 4 411100	350	101000
6	05/31/14	OFFICE SUPPLIES	95.43		17794	2394 18 420531	210	101000
7	05/31/14	OP EXP	40.32		18020	1000 6 410300	220	101000
8	05/31/14	OP EXP	42.50*		18413	2985 15 450330	220	101004

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
124035	74177S	999999 BETTY VAIL	1,394.58					
1	05/31/14	SENIOR CORPS CONF: REIMB	1,394.58*		18414	2985 15 450330	370	101000
124036	74178S	3010 PRO-BUILD	167.43					
1	673257	BOOKCASE MATERIALS	167.43*		18107	1000 4 411100	210	101000
124037	74179S	2830 STAR PRINTING & SUPPLY	2,372.10					
1	05/31/14	OFFICE SUPPLIES	66.05			1000 3 410500	210	101000
2	05/31/14	OFFICE SUPPLIES	66.05*			5210 25 430510	210	101000
3	05/31/14	OFFICE SUPPLIES	66.05*			5310 29 430610	210	101000
4	05/31/14	PRINTING/DUP	140.60			5210 25 430510	320	101000
5	05/31/14	PRINTING/DUP	140.60			5310 29 430610	320	101000
6	05/31/14	OFFICE SUPPLIES	176.81			1000 3 410500	210	101000
7	05/31/14	RENT/COPIER	83.51		18017	1000 6 410300	533	101000
8	05/31/14	OP EXP	63.94		18025	1000 6 410300	220	101000
9	05/31/14	PRINTING/DUP	28.95		17965	1000 7 420460	320	101000
10	05/31/14	OP EXP	663.04*		18415	2985 15 450330	220	101004
11	05/31/14	OP EXP	97.71			1000 5 420140	220	101000
12	05/31/14	OFFICE EXPENSES	100.40		17082	2220 16 460100	210	101000
13	05/31/14	PRINTING/DUP	50.17*		17082	2220 16 460100	320	101000
14	05/31/14	SM ITMES OF EQUIP	364.00*		17077	2880 41 460100	214	101000
15	05/31/14	POSTAGE	264.22*		17798	1000 201 431200	311	101000
124038	74180S	3091 WAGONER ROOFING	6,300.00					
1	05/31/14	1/2 DOWN PMT/CITY HALL REROOF	6,300.00		18516	1000 8 411230	360	101000
124039	74181S	660 CUSTER COUNTY CLERK & RECORDER	14.00					
1	05/31/14	RECORDING RES. 3674	4.67		18611	1000 3 410500	220	101000
2	05/31/14	RECORDING RES. 3674	4.67		18611	5210 25 430510	220	101000
3	05/31/14	RECORDING RES. 3674	4.66		18611	5310 29 430610	220	101000
124040	74185S	999999 BRANDEN STEVENS	266.00					
1	05/31/14	TRAVEL TO MISSOULA	133.00		18612	5510 10 420730	370	101000
2	05/31/14	TRAVEL TO MISSOULA	133.00			1000 7 420460	370	101000
124041	74186S	1407 KADRMAS LEE & JACKSON INC	60,994.54					
1	10016976	05/31/14 GIS DATA MAINT	994.54		18308	2850 105 420140	350	101000
2	10014112/6	05/31/14 ALP & MSTR PLAN UPDATE	60,000.00*		17679	5610 87 430300	350	101000
124042	74187S	572 VERIZON WIRELESS	263.04					
1	9724779831	05/31/14 ICAC CELL PHONE CHARGES	263.04		18240	1000 5 420140	220	101000

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 9 of 19
Report ID: AP100

* Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account		
124044	74188S 660 CUSTER COUNTY CLERK & RECORDER	52.00							
1	05/31/14 RECORD RES 3680 (HATHAWAY)	17.33		18613	1000 3 410500	220	101000		
2	05/31/14 RECORD RES 3680 (HATHAWAY)	17.33		18613	5210 25 430510	220	101000		
3	05/31/14 RECORD RES 3680 (HATHAWAY)	17.34		18613	5310 29 430610	220	101000		
124045	74190S 4020 SCHIEFFERT PROPERTIES	300.00							
1	6/2014 05/31/14 RENT FOR HIST PRES: JUNE 2014	300.00			2935 11 460461	531	101000		
124046	74189S 498 CENTURY LINK	111.64							
1	4062321524 05/31/14 HIST PRES TELEPHONE: MAY	111.64			2935 11 460461	345	101000		
124047	74201S 2847 STEADMANS ACE HARDWARE	249.99							
1	099782 05/31/14 REFRIGERATOR REPAIR	249.99		17975	1000 7 420460	400	101000		
124048	74202S 60 A & I DISTRIBUTORS	3,972.93							
1	2473626 05/31/14 55 GAL SW-20 OIL	586.20*		18229	1000 5 420140	230	101000		
2	2473627 05/31/14 OIL	1,354.70			2510 107 430220	231	101000		
3	2473627 05/31/14 OIL	338.65			2520 108 430220	231	101000		
4	2473627 05/31/14 OIL	846.69*			5210 23 430550	231	101000		
5	2473627 05/31/14 OIL	846.69*			5310 31 430630	231	101000		
124049	74203S 4059 ADVANTAGE CONSULTING LLC	2,500.00							
1	838 05/31/14 WHA FIELD INSP: APRIL	2,500.00*		18680	5610 87 430300	350	101000		
124050	74204S 999999 AMBIENTE H2O INC.	1,261.23							
1	V140321 05/31/14 MECH SEAL, SLEEVE & BRGBALL	1,261.23		17490	5310 32 430690	230	101000		
124051	74205S 3291 BIG SKY CARWASH	28.07							
1	3/26-4/25 05/31/14 PD CARWASH	28.07		18231	1000 5 420140	220	101000		
124052	74206S 353 BIG SKY ELEVATOR SERVICE LLC	249.00							
1	WEB000002 05/31/14 RELIEF VALVE PRESSURE TEST	124.50		17488	5210 22 430530	230	101000		
2	WEB000002 05/31/14 RELIEF VALVE PRESSURE TEST	124.50		17488	5210 80 430540	230	101000		
124053	74207S 4046 BILL RONNING	90.37							
1	05/31/14 CELL PHONE REIMB	72.29*		18510	2510 107 430220	345	101000		
2	05/31/14 CELL PHONE REIMB	18.08*		18510	2520 108 430220	345	101000		
124054	74208S 361 BILLS TRUCK SERVICE	250.52							
1	007344 05/31/14 L.O.F. E-7	250.52*		17974	1000 7 420460	231	101000		

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 10 of 19
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
124055	74209S	408	BRENNTAG PACIFIC, INC.	3,292.56					
1	BPI415054	05/31/14	CALCIUM HYPOCHLORITE	1,646.28*		17480	5310 33 430640	222	101000
2	BPI415054	05/31/14	CALCIUM HYPOCHLORITE	1,646.28		17480	1000 14 460445	222	101000
124056	74210S	4066	THE CIMA COMPANIES, INC.	1,137.59					
1	7/1/14-7/1	05/31/14	CNS ACCIDENT	300.70*		18411	2985 15 450330	512	101004
2	7/1/14-7/1	05/31/14	CNS VOL LIABILITY	271.77*		18411	2985 15 450330	513	101004
3	7/1/14-7/1	05/31/14	CNS EXCESS AUTO LIAB	565.12*		18411	2985 15 450330	513	101004
124057	74211S	237	CPI COLLECTION PROFESSIONALS INC	93.75					
1	APRIL 05/31/14	APRIL COLLECTIONS		46.87			5210 25 430510	350	101000
2	APRIL 05/31/14	APRIL COLLECTIONS		46.88			5310 29 430610	350	101000
124058	74212S	4001	CRITELLI COURIERS, INC.	250.00					
1	21450	05/31/14	PARTNERS CONTRACT	250.00		17080	2880 39 460100	311	101020
124059	74213S	1182	DOWL HKM INC.	574.48					
1	25	05/31/14	STREVELL WATERLINE	322.00		17865	5210 23 430550	958	101000
2	25	05/31/14	STREVELL WATERLINE	202.50		17865	2510 107 430233	350	101000
3	25	05/31/14	STREVELL WATERLINE	49.98		17865	2510 107 430235	230	101000
124060	74214S	790	DPC INDUSTRIES	1,451.85					
1	DE72000076	05/31/14	DEMURRAGE WWTP;WTP	1,421.85		17485	5210 80 430540	222	101000
2	727000183-	05/31/14	2000 # CHLORINE WTP	30.00*			5310 33 430640	222	101000
124061	74215S	870	EAST MAIN ANIMAL CLINIC	231.00					
1	4/30/14	05/31/14	VET SERVICES: SHELTER	231.00		18232	1000 21 440600	350	101000
124062	74216S	869	EAST MONT COMMUNICATIONS	1,001.00					
1	26907	05/31/14	RADIO EQUIP MOVE	836.00		18309	2850 105 420140	350	101000
2	26872	05/31/14	POWER SUPPLY	165.00		17484	5310 33 430640	230	101000
124063	74217S	4067	ECONO SIGNS	683.20					
1	10-914679	05/31/14	SIGNS	546.56		18508	2510 107 430220	242	101000
2	10-914679	05/31/14	SIGNS	136.64		18508	2520 108 430220	242	101000
124064	74218S	902	ENERGY LABORATORIES INC	1,729.00					
1	VARIOUS	05/31/14	LAB TESTING	321.00		17489	5210 80 430540	352	101000
2	VARIOUS	05/31/14	LAB TESTING	1,408.00		17489	5310 33 430640	352	101000
124065	74219S	4010	FELT, MARTIN, FRAZIER & WELDON,	1,443.75					
	66037-12-001, 002, 66037-13-013, 66037-14-014								
1	VARIOUS	05/31/14	LABOR LEGAL SERVICES	1,443.75		18605	1000 3 411101	350	101000

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 11 of 19
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
124066	74220S	1145 GRAINGER INC		17.85					
1	9447619270	05/31/14 LLIGHT BULBS		17.85		17487	5210 22 430530	230	101000
124067	74221S	1896 HAWKINS, INC		1,586.39					
	3594819, 3590370								
1	05/31/14	FLOURIDE; FILTER FIT/CATALYST		1,586.39		17483	5210 80 430540	222	101000
124068	74222S	1330 HOLY ROSARY HEALTH CENTER		456.55					
1	9005133	05/31/14 MEDICAL SUPPLIES		257.30		17970	5510 10 420730	222	101000
2	120713	05/31/14 ER BLOOD DRAW:DUI		199.25*		18239	1000 5 420140	350	101000
124069	74223S	4062 SCL HEALTH SYSTEM HOSP. PATIENT		1,036.25					
	500096835 96815 87343 81567 97415								
1	SEE ABOVE	05/31/14 DUI BLOOD DRAW		1,036.25*		18235	1000 5 420140	350	101000
124070	74224S	1424 KRUTZFELDT & JONES LLP		1,225.00					
1	050514	05/31/14 PROF SERV: GRIEVANCES		1,225.00		18610	1000 3 411101	350	101000
124071	74225S	4045 LAND SOLUTIONS, INC.		2,525.25					
1	052614	05/31/14 PLANNING CONSULT SERV		2,525.25*		15935	1000 36 411020	350	101000
124072	74226S	1571 MACS FRONTIERLAND		559.47					
1	146555	05/31/14 REPLACE ERG VALVE A-20		559.47*		17972	5510 10 420730	364	101000
124073	74227S	1737 MC AREA SOLID WASTE DISTRICT		20.00					
1	4157A	05/31/14 ANIMAL DISPOSAL		20.00		18238	1000 21 440600	220	101000
124074	74228S	1921 Montana Municipal Interlocal		386.13					
1	414014	05/31/14 DED RECOVERY: BRUCE SIBLA		386.13*		17868	5310 31 430610	513	101000
124075	74229S	4064 MONT LIBRARY ASSN		100.00					
1	05/31/14	MEMBERSHIP		100.00		17078	2220 16 460100	350	101000
124076	74230S	283 MONTANA STATE LIBRARY		3,128.43					
1	05/31/14	MT SHARED CATLG ANNUAL FEE		3,128.43		17083	2220 16 460100	350	101000
124077	74231S	2151 MORRISON & MAIERLE INC		865.00					
1	18359	05/31/14 MANAGED SERVICES		865.00		18311	2850 105 420140	350	101000
124078	74232S	2166 MUNICIPAL CODE CORP		500.00					
1	00242070	05/31/14 ANNUAL BILLING: CODE ON NET		500.00*		18609	1000 3 410500	360	101000

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 12 of 19
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
124079	74233S	2221 NEWMAN TRAFFIC SIGNS		449.28					
1	TI-0273412	05/31/14 YIELD SIGNS		449.28		18512	2520 108 430220	242	101000
124080	74234S	2270 NORTHWEST PIPE INC		368.00					
1	1282587	05/31/14 1 1/2 PRESSURE VACUUM BRKR		184.00		17477	5210 22 430530	230	101000
2	1282587	05/31/14 1 1/2 PRESSURE VACUUM BRKR		184.00		17477	5210 80 430540	230	101000
124081	74235S	999999 THE PARTY PEOPLE		175.00					
1	4/9/14	05/31/14 SUMMER READING PROG: 6/28		175.00*		17084	2880 43 460100	350	101003
124082	74236S	999999 PUBLIC AGENCY TRAINING COUNCIL		495.00					
1	177459	05/31/14 HOSTAGE NEG: PHASE 1 & 2		495.00		18230	1000 5 420140	380	101000
124083	74237S	2710 SELBYS		1,673.50					
1	9400657000	05/31/14 LASER LEVEL		1,338.80		18507	2510 107 430220	214	101000
2	9400657000	05/31/14 LASER LEVEL		334.70		18507	2520 108 430220	214	101000
124084	74238S	4013 SOLESTONE REIMB SERVICES		3,212.57					
1	6046	05/31/14 AMB BILLING		3,212.57*		1797	5510 10 420730	350	101000
124085	74239S	999999 SYN-TECH SYSTEMS, INC.,		114.00					
1	95540	05/31/14 FUEL MASTER SMART CARD BLANKS		114.00		17676	5610 87 430300	220	101000
124086	74240S	999999 TMG SERVICES		450.91					
1	0036449	05/31/14 CHLORINATOR PARTS		450.91		17481	5210 80 430540	230	101000
124087	74241S	3101 WATCO INC		1,517.98					
1	17775	05/31/14 CHEMICALS		1,517.98		18513	1000 13 460433	222	101000
124088	74242S	999999 WATSON LABEL PRODUCTS		473.80					
1	88797	05/31/14 SINGLE CODEBAR ITM LBLs		473.80*		17081	2880 41 460100	210	101030
124089	74243S	4065 ZEIER CONSULTING		786.25					
1	05/31/14	TIFD PROJECT		786.25*			2935 11 460465	350	101000
124090	74244S	639 CUSTER CO HEALTH DEPT		128.00					
1	512014	05/31/14 HEP B VACCINE: GIBSON		38.40		17491	5210 22 430530	360	101000
2	512014	05/31/14 HEP B VACCINE: GIBSON		38.40		17491	5210 80 430540	360	101000
3	512014	05/31/14 HEP B VACCINE: GIBSON		20.48		17491	5310 32 430690	360	101000
4	512014	05/31/14 HEP B VACCINE: GIBSON		30.72		17491	5310 33 430640	360	101000

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 13 of 19
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
124091	74245S 999999	CHANTELL BENNETT	8.45					
1	05/31/14	REFUND OF DEPOSIT	8.45			5210 214010		101000
124092	74246S 999999	JANINE BROWN	2.70					
1	05/31/14	REFUND OF DEPOSIT	2.70			5210 214010		101000
124093	74247S 999999	JENNA BRETZEL	100.81					
1	05/31/14	REFUND OF DEPOSIT	100.81			5210 214010		101000
124094	74248S 999999	TARA MARSHBANKS	12.59					
1	05/31/14	REFUND OF DEPOSIT	12.59			5210 214010		101000
124095	74249S 999999	DANIELLE PORR	10.52					
1	05/31/14	REFUND OF DEPOSIT	10.52			5210 214010		101000
124096	74250S 999999	KATE STEWART	12.33					
1	05/31/14	REFUND OF DEPOSIT	12.33			5210 214010		101000
124097	74251S 999999	BEN VANDYKE	16.11					
1	05/31/14	REFUND OF DEPOSIT	16.11			5210 214010		101000
124098	74252S 999999	PAMELA WELCH	16.11					
1	05/31/14	REFUND OF DEPOSIT	16.11			5210 214010		101000
124099	74191S 1407	KADRMAS LEE & JACKSON INC	17,938.39					
	10016704, 10018475							
1	SEE ABOVE 05/31/14	FLOOD PLAIN ENGINEERING SER	17,938.39		18527	1000 201 431200	350	101000
124100	74192S 999999	BETTY VAIL	781.98					
1	05/31/14	STATE MEETING IN HELENA	781.98		18416	2985 15 450300	370	101000
124101	74193S 1970	MONTANA DAKOTA UTILITIES	453.78					
1	05/31/14	GAS/ELECTRIC	364.86		17090	2220 16 460100	341	101000
2	05/31/14	GAS/ELECTRIC	88.92			2220 16 460100	344	101000
124102	74253S 4011	BIG SKY LINEN	200.08					
1	VARIOUS 05/31/14	RUGS/MOPS/TOWLES/MATS	97.94		18528	1000 8 411230	220	101000
2	VARIOUS 05/31/14	RUGS/MOPS/TOWLES/MATS	41.24		18528	6040 910 430220	220	101000
3	VARIOUS 05/31/14	RUGS/MOPS/TOWLES/MATS	24.73		17482	5310 33 430640	360	101000
4	VARIOUS 05/31/14	RUGS/MOPS/TOWLES/MATS	20.11		17482	5210 22 430530	360	101000
5	VARIOUS 05/31/14	RUGS/MOPS/TOWLES/MATS	16.06		18237	1000 5 420140	360	101000

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 14 of 19
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
124103	74254S	999999	BLUE MAX AREO LLC	222.00					
1	16616160	05/31/14	HANGAR METAL	222.00		17683	5610 87 430300	230	101000
124104	74255S	499	CHECKERS INC	134.00					
1	42488	05/31/14	RANDOM TEST	73.60*		18526	2510 107 430220	350	101000
2	42488	05/31/14	RANDOM TEST	18.40*		18526	2520 108 430220	350	101000
3	42488	05/31/14	RANDOM TEST	21.00		17873	5210 23 430550	360	101000
4	42488	05/31/14	RANDOM TEST	21.00*		17873	5310 31 430630	360	101000
124105	74256S	716	DANA KEPNER CO	81.66					
1	4037091-01	05/31/14	GASKETS	81.66		17869	5210 23 430550	220	101000
124106	74257S	1286	DENNIS HIRSCH	6,956.30					
1	VARIOUS	05/31/14	BUILDING PERMITS FOR MAY	6,956.30*		18531	2394 18 420531	350	101000
124107	74258S	4068	DITCH WITCH NORTHWEST	383.34					
			173181, 173184						
1	SEE ABOVE	05/31/14	RECALIB	383.34		17875	5210 23 430550	360	101000
124108	74259S	800	DOEDEN CONSTRUCTION	1,252.50					
1	47130	05/31/14	MAIN/MERRIAM STR REPAIR	419.50		17872	5210 23 430550	230	101000
2	47223	05/31/14	315 S. CENTER ST REPAIR	833.00		17872	5310 31 430630	230	101000
124109	74260S	291	ECOLAB PEST ELIMINATION DIVISION	62.00					
1	4077452	05/31/14	PEST CONTROL	62.00		17681	5610 87 430300	230	101000
124110	74261S	1986	JACKS BODY SHOP	1,032.00					
1	0609	05/31/14	TOW: '97 Dodge 1500	132.00		18245	1000 5 420140	220	101000
2	5260	05/31/14	Tow A-20 from Billings	900.00*		17977	5510 10 420730	364	101000
124111	74262S	4028	MISSOULA PUBLIC LIBRARY	1,286.00					
1	05/31/14	HERITAGE QUEST/ANCSTRY SUB		1,286.00		17089	2220 16 460100	350	101000
124112	74263S	999999	OCLC, INC.	1,408.96					
1	052914	05/31/14	OCLC GROUP SERVICES	1,408.96		17088	2220 16 460100	350	101000
124113	74264S	2311	OLD DOMINION BRUSH	6,052.33					
1	58903-1N	05/31/14	SWEEPER PARTS	4,841.86		17322	2510 107 430220	363	101000
2	58903-1N	05/31/14	SWEEPER PARTS	1,210.47		17322	2520 108 430220	363	101000
124114	74265S	4057	ORION INTERNATIONAL CORP	114.00					
1	414	05/31/14	BACKGROUND CHECKS:WADE,BROCKWA	57.00		17876	5210 23 430550	360	101000
2	414	05/31/14	BACKGROUND CHECKS:WADE,BROCKWA	57.00*		17876	5310 31 430630	360	101000

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 15 of 19
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
124115	74266S	2560 REGAN PLUMBING & HEATING	264.92					
		214-44190, 44191, 44237, 44409, 44410						
1	VARIOUS	05/31/14 WIBAUX/PARKSHOP/DENTON	264.92		18522	1000 13 460433	230	101000
124116	74267S	1637 RONNING ENTERPRISES dba MARTIN	1,278.13					
1	60	05/31/14 REPL DAMAGED FENCE	1,278.13		18524	1000 13 460433	360	101000
124117	74268S	2903 TIRE-RAMA	6,396.00					
1	1060152053	05/31/14 TIRES FOR BLADE	5,116.80		18529	2510 107 430220	230	101000
2	1060152053	05/31/14 TIRES FOR BLADE	1,279.20		18529	2520 108 430220	230	101000
124118	74269S	999999 TOWN AND COUNTRY CLUB	150.00					
1		05/31/14 FLOOD AWARENESS DAY	150.00		18521	1000 201 431200	380	101000
124119	74270S	3032 USA BLUE BOOK	299.31					
1	329638	05/31/14 DECALS/SAFETY FENCE	219.36		17871	5210 23 430550	235	102270
2	332528	05/31/14 FLEX MARKING	79.95		17871	5210 23 430550	230	101000
124120	74271S	2471 POSTMASTER	272.00					
1		05/31/14 PO BOX ANNUAL RENTAL	90.67		18614	1000 3 410500	220	101000
2		05/31/14 PO BOX ANNUAL RENTAL	90.67		18614	5210 25 430510	220	101000
3		05/31/14 PO BOX ANNUAL RENTAL	90.66		18614	5310 29 430610	220	101000
124121	74272S	3039 UTILITIES UNDERGROUND LOCATION	254.80					
1		APRIL 05/31/14 APRIL LOCATES	127.40		17870	5210 23 430550	360	101000
2		APRIL 05/31/14 APRIL LOCATES	127.40*		17870	5310 31 430630	360	101000
124122	74273S	3286 WPCI	48.00					
1	SC97764	05/31/14 RANDOM TESTS	24.00		18519	1000 13 460433	350	101000
2	SC97764	05/31/14 RANDOM TESTS	12.00		17874	5210 23 430550	360	101000
3	SC97764	05/31/14 RANDOM TESTS	12.00*		17874	5310 31 430630	360	101000
124123	74194S	671 CUSTER COUNTY TREASURER	20.00					
1		05/31/14 PLATES FOR 1978 FORD L-9000	16.00*		18615	2510 107 430220	220	101000
2		05/31/14 PLATES FOR 1978 FORD L-9000	4.00		18615	2520 108 430220	220	101000
124124	74274S	999999 ADDIBETH HANVOLD	160.00					
1		05/31/14 TEEN YOGA INST. APR/MAY	160.00*		17091	2880 43 460100	350	101003
124125	74275S	285 BADLANDS, INC.	97.50					
1		05/31/14 TAXI FARE FOR VOLUNTEERS	97.50*		18419	2985 15 450330	370	101004

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 16 of 19
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
124126	74276S	4046 BILL RONNING	112.70					
1	05/31/14	CELL PHONE REIMB	90.16*		18537	2510 107 430220	345	101000
2	05/31/14	CELL PHONE REIMB	22.54*		18537	2520 108 430220	345	101000
124127	74277S	2856 DXP ENTERPRISES INC.	263.92					
1	6868643	05/31/14 GLOVES	81.16		17494	5210 22 430530	226	101000
2	6868643	05/31/14 GLOVES	81.16		17494	5210 80 430540	226	101000
3	6868643	05/31/14 GLOVES	101.60		17494	5310 33 430640	226	101000
124128	74278S	910 EVERGREEN LANDSCAPING	922.77					
1	4276	05/31/14 TREES	500.00		18535	1000 13 460433	360	101000
2	4276	05/31/14 SPRINKLER REPAIRS	422.77		18535	1000 13 460433	230	101000
124129	74279S	1120 GLADER ELECTRIC CO	224.69					
1	74886	05/31/14 LAMPS AND FUSES	224.69		18523	2440 50 430263	230	101000
124130	74280S	4012 HEATHER ROOS	60.00					
1	172, 173	05/31/14 JUNE/JULY CELL PHONE	60.00		18312	2850 105 420140	350	101000
124131	74281S	390 JERRYS REFRIGERATION SERV INC	322.35					
	89689, 95186							
1	SEE ABOVE	05/31/14 AC: ENGINEER'S OFFICE	113.70		18530	1000 8 411230	230	101000
2	SEE ABOVE	05/31/14 AC: ENGINEER'S OFFICE	103.75			1000 8 411230	360	101000
3	SEE ABOVE	05/31/14 AC: ENGINEER'S OFFICE	19.90			1000 8 411230	230	101000
4	SEE ABOVE	05/31/14 AC: ENGINEER'S OFFICE	85.00			1000 8 411230	360	101000
124132	74195S	1571 MACS FRONTIERLAND	12,500.00					
1	05/31/14	2005 F150 XLT 4X4 PKUP	12,500.00*		18539	1000 13 460433	940	101000
124133	74282S	999999 WATTS INSURANCE INC.	100.00					
1	62051283	05/31/14 BOND/LOST TITLE: 78 FRD L-90	40.00		18533	2510 107 430220	360	101000
2	62051283	05/31/14 BOND/LOST TITLE: 78 FRD L-90	10.00		18533	2520 108 430220	360	101000
3	62051283	05/31/14 BOND/LOST TITLE: 78 FRD L-90	25.00		18533	5210 23 430550	360	101000
4	62051283	05/31/14 BOND/LOST TITLE: 78 FRD L-90	25.00*		18533	5310 31 430630	360	101000
124134	74283S	4039 SCOTT GRAY	102.88					
1	05/31/14	CELL PHONE REIMB	82.30*		18538	2510 107 430220	345	101000
2	05/31/14	CELL PHONE REIMB	20.58*		18538	2520 108 430220	345	101000
124135	74284S	278 TITAN MACHINERY	1,410.50					
1	3795347	05/31/14 SWEEPER PARTS	1,128.40		17323	2510 107 430220	363	101000
2	3795347	05/31/14 SWEEPER PARTS	282.10		17323	2520 108 430220	363	101000

06/05/14
15:54:32

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/14

Page: 17 of 19
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
124136	74285S	4058	PROFESSIONAL TREE MAN	2,000.00					
1	6/3/14	05/31/14	TREE REMOVAL: TRIANGLE PK	2,000.00		18536	1000 13 460433	350	101000
124137	74286S	999999	VALLEY FARMERS SUPPLY	1,255.00					
1	708	05/31/14	CHEMICALS:OASIS	1,255.00		18514	1000 14 460445	222	101000
124138	74287S	671	CUSTER COUNTY TREASURER	10.50					
1	05/31/14		RECEIVED ACH IN ERROR	10.50			1000 362020		101000
# of Claims 134				Total:	324,238.34				
					324,238.34				

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$78,008.49
2220 LIBRARY	
101000 Cash - Operating	\$8,352.59
2270 Health	
101000 Cash - Operating	\$2,750.00
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$7,177.18
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$14,008.75
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	\$2,434.43
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$125.13
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$1,319.49
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$401.84
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$570.49
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$62.64
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$20,211.78
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$5,446.42
2850 911 EMERGENCY	
101000 Cash - Operating	\$5,409.82
2880 LIBRARY GRANTS	
101000 Cash - Operating	\$364.00
101003 Cash - per capita	\$335.00
101020 Cash - Op/ILL	\$250.00
101030 Cash - Sagebrush Fed/Base Grant	\$520.66
2935 Historic Preservation	
101000 Cash - Operating	\$1,197.89
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	\$2,176.56
101004 RSVP Non-Federal Cash Operating-Custer	\$2,508.81
5210 WATER UTILITY	
101000 Cash - Operating	\$16,731.80
102270 Cash - Curb Stop Replacement Fee	\$860.76
5310 SEWER UTILITY	
101000 Cash - Operating	\$21,858.14
5510 AMBULANCE FUND	
101000 Cash - Operating	\$9,257.38
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$104,517.59
6040 PUBLIC WORKS	
101000 Cash - Operating	\$438.71
7370 TBID	
101000 Cash - Operating	\$6,004.00
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	\$10,937.99

Total: \$324,238.34