

8/05/14

Letter to the Miles City Zoning Commission protesting zone change for Certain/Gillette land

IT'S STILL SPOT ZONING! Here we are again, attending the same meeting that we've attended repeatedly, talking about the same problem, with the same people, on the same land--but some are looking for a different outcome. The only thing that's been accomplished is that the community has become split and no one is presently happy with the situation. Threats are being made, and on and on it goes. IT'S STILL SPOT ZONING.

We now have Brad Certain requesting a zoning change from Agricultural to General Commercial on Highway 59 South. this change will allow Brawler Linings to move their business from Airport Hill to Certain's property.

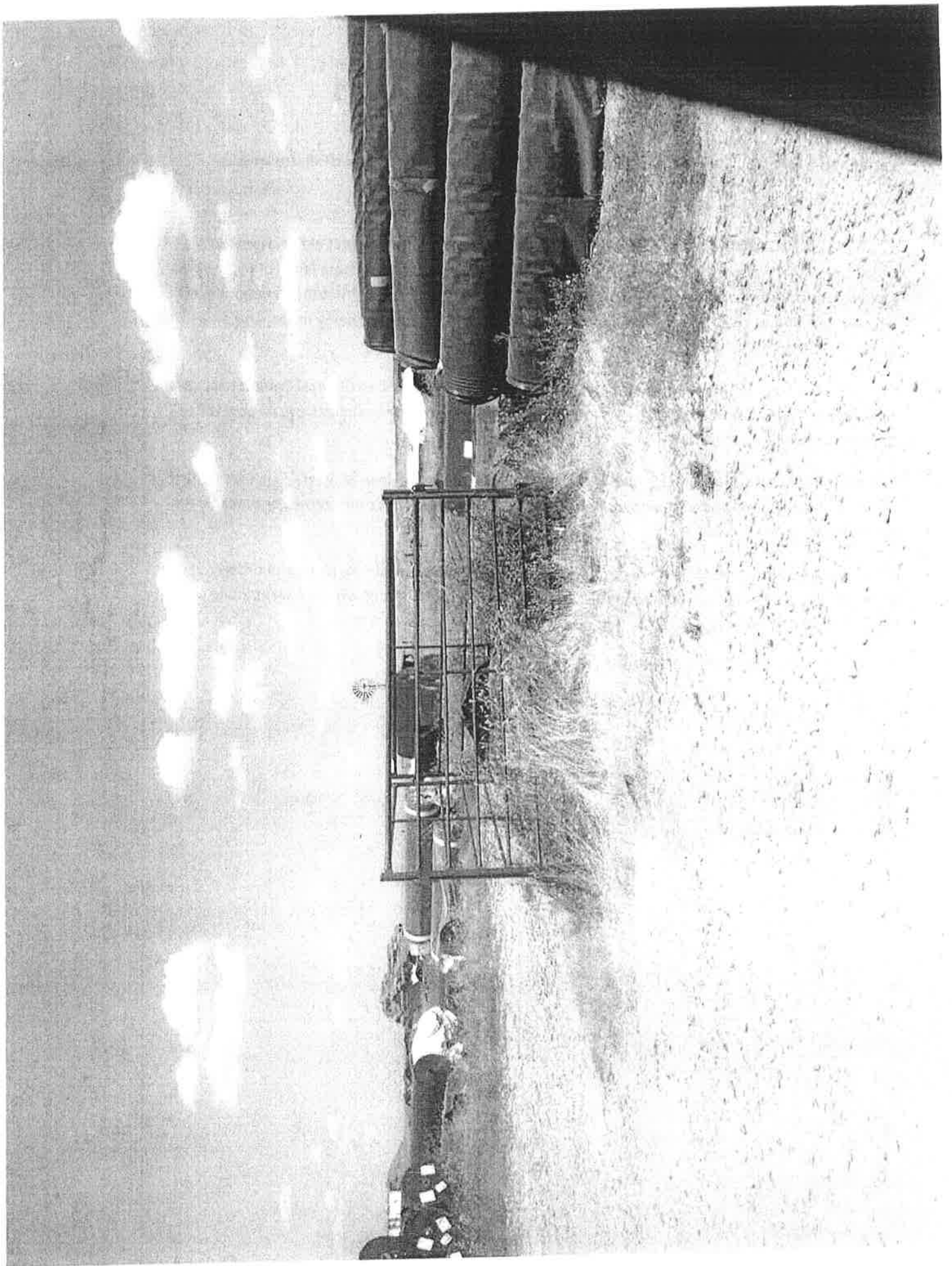
We're hearing that if this zoning change is denied, the community will lose Brawler. Don't worry--they won't be leaving, because this is a great labor market for them. There is other property available for them locally.

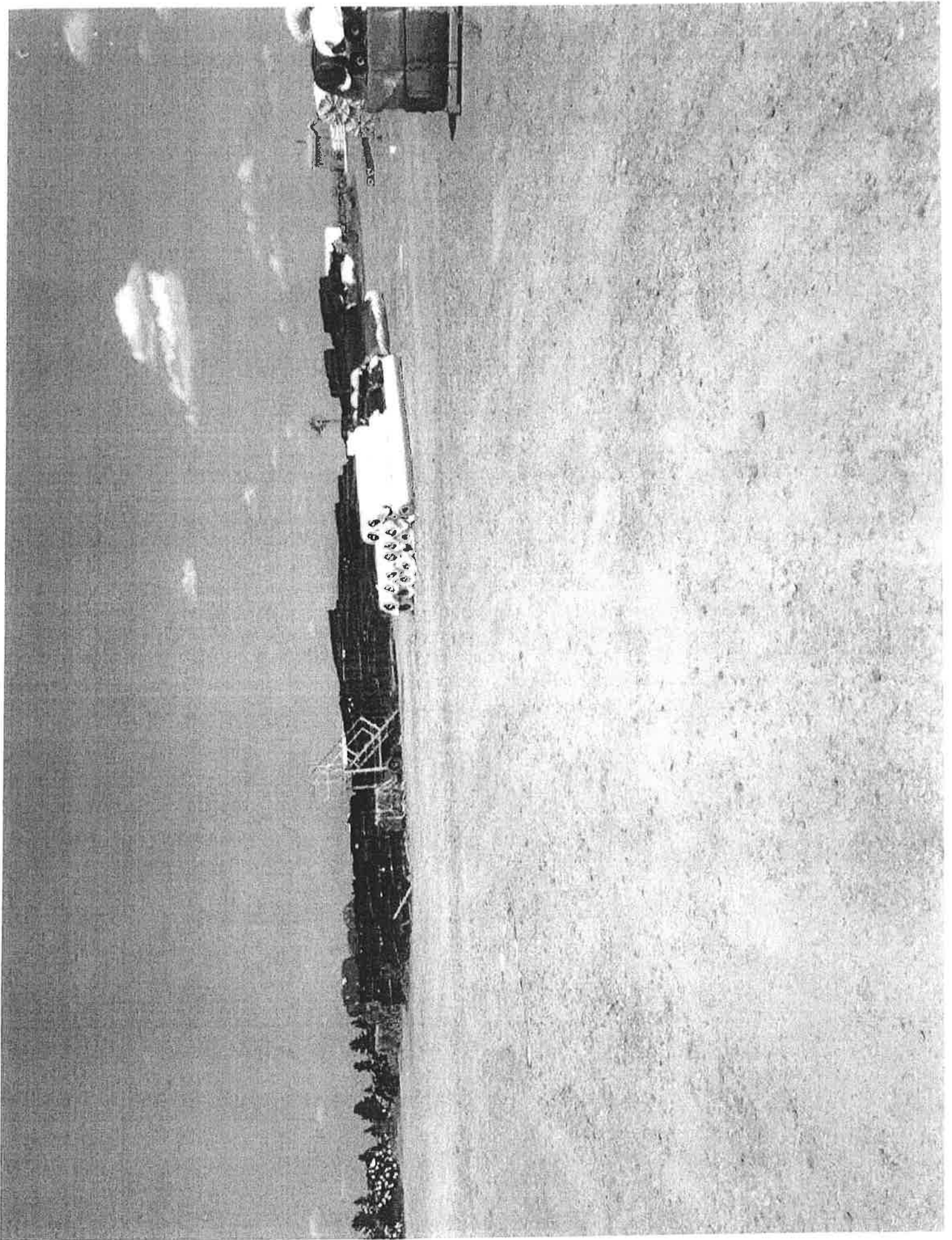
Brawler Linings is not Western Industries. Western Industries was a well-run, neat, and orderly business. I've personally looked at Brawler's back yard. It's a mess. Is this what we want along our southern entrance to Miles City?

Remember-- IT'S STILL SPOT ZONING !!

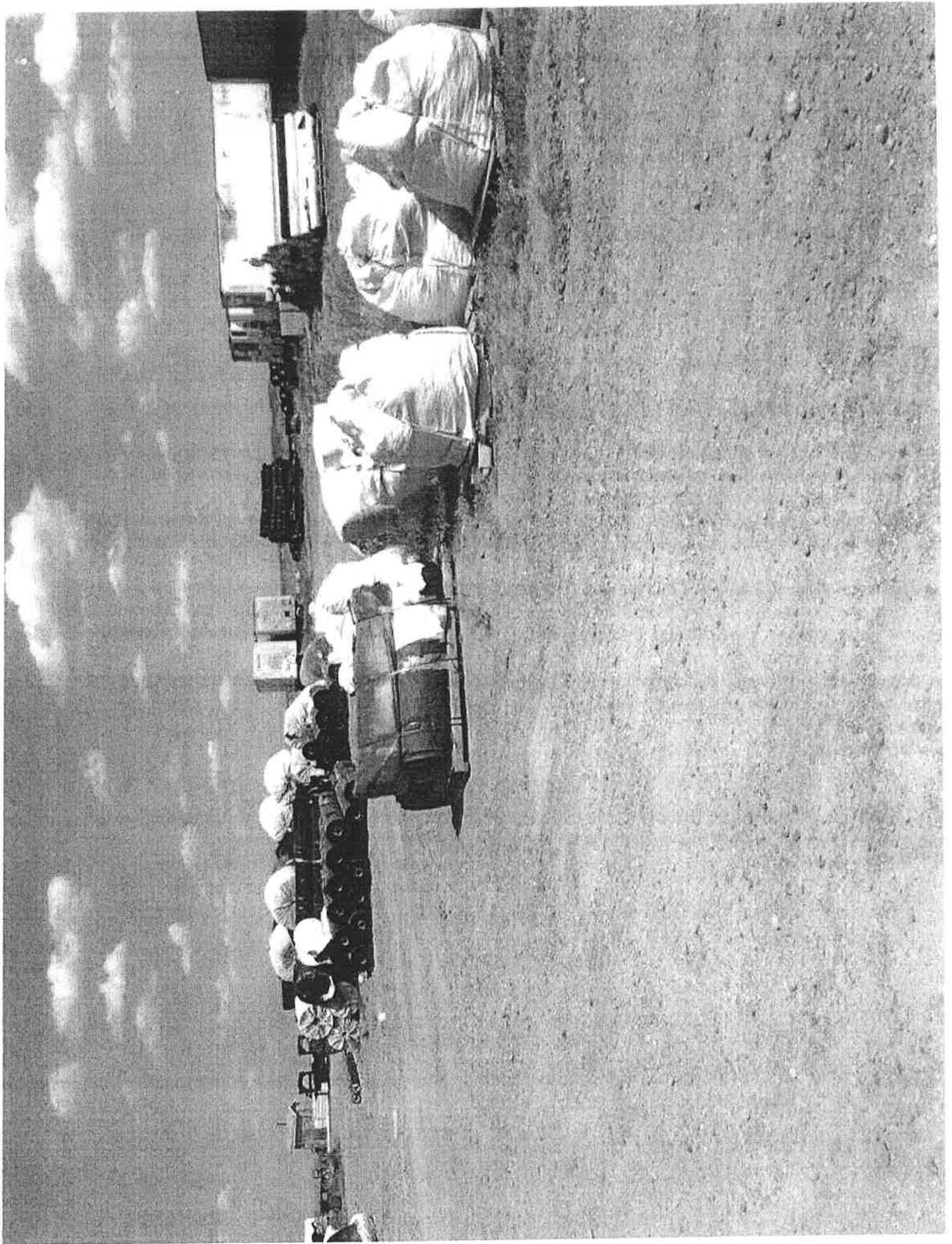

W. T. Oftedal

attached: photos of Brawler Linings taken 8/3/2014









Dianna Larson

From: Treasure County <gryder@rangeweb.net>
Sent: Monday, August 04, 2014 8:14 AM
To: Dan Rice; Dianna Larson; Dave DeGrandpre
Subject: FW: Wednesday's Zoning Meeting

-----Original Message-----

From: Sandy Hays [<mailto:smhays1945@gmail.com>]
Sent: Saturday, August 02, 2014 7:28 PM
To: gryder@rangeweb.net
Subject: Wednesday's Zoning Meeting

Hi Gary, My brother, Bob McFarland, and myself give you our permission to use the previous letter to present to the Zoning Board.

Also, I would like to know why they feel they have to have industrial development building south of Miles City. There is this type of development going on or already completed in every other direction out of Miles and it would be nice to have one area not under that type of development.

I was talking to a real estate agent in Miles and they said they should let it go and develop it the way they want. I asked the person if they would buy acreage and build a \$200 to \$300,000.00 home next to a construction site or production plant and they said no.

This is what I am trying to get across is that it needs to be residential/retail/restaurants etc. we have a housing shortage in Miles City, so if you want to develop something why don't they do something like Balsam Estates or Milestown Estates with parks. I realize it is not the QUICK BIG money but it is more eye appealing and would help with the housing shortage we seem to be having.

Again, if this type of construction is allowed to progress, it will diminish the integrity and beauty of the farm land that we have had in our family for over 100 years. Thank you.

Robert McFarland
Sandra McFarland Hays

Gary - I am in California and will try to make it home for the meeting but if I don't, this will give you permission to use the previous letter we wrote and I have added a few of my thoughts as well if you choose to use them. Thanks. Sandy

Thanks,
Sandy

Dianna Larson

From: Treasure County <gryder@rangeweb.net>
Sent: Monday, August 04, 2014 8:13 AM
To: Dianna Larson; Dan Rice; Dave DeGrandpre
Subject: FW: Zoning protest for Brad Certain's land

From: bgw3000@juno.com [mailto:bgw3000@juno.com]
Sent: Sunday, August 03, 2014 2:24 PM
To: gryder@rangeweb.net
Subject: Zoning protest for Brad Certain's land

Gary,

Sharon let me know what is going on again with the land re-zoning. I hear I have new neighbors, as John Peila sold his land back to Brad Certain and Brad is requesting a zone change again. Sharon said there was a meeting last week. Unfortunately, I was not aware of the meeting or I would have been there. I don't get the paper and I didn't get a letter telling me of a meeting. I was out of town on vacation on July 29 and I am still out of town until August 6th or 7th. I will be home sometime late Wednesday or Thursday evening, I believe, but I don't know what time. Here is my letter of protest in case I am not there.

To whom it may concern:

Unfortunately, I was unaware of a meeting last week about the re-zoning of the property that borders mine on Highway 59. I didn't receive a letter informing me that a meeting was to be held and I don't get the paper or I would have been there. I was out of state for my parent's 60th wedding anniversary from July 29 through August 7th.

This document serves as my formal letter of protest against the re-zoning of property owned by Brad Certain. My feelings have not changed since the last protest for re-zoning Diamond J Construction land that borders mine to the south. I am vehemently opposed for all of the same reasons! I maintain that this proposal is spot zoning, which was deemed illegal and was recently denied by the City Council. I was informed that Mr. Peila sold his piece of property back to Brad Certain who is wanting to get the zoning changed again. My land borders Brad Certain's on the north and west.

My reasons for being against re-zoning the land to commercial property is really about a quality of life for my family and other families in the area. I believe I have to fight for not only the value of my land and home, but to preserve the future of this serene and private neighborhood. In the future, several of my grown children have planned to build homes on the land I own. This area is a prime location for family housing and small farm acreage, thus the reason it needs to remain residential. It would be such a travesty for my home or my children's homes to be surrounded by businesses. This is exactly what's happened on Haynes Ave. where businesses are interspersed with homes. For example, you'll see a very nice home located next to Super 8, another family home, Agri Drain, a residential property, BobCat, a truck wash all on one side of the road. On the other side of the road, there are several businesses. How can that possibly be efficient city/county planning?

The proposed re-zoning will devalue my property and raise my taxes. I have been at all of the previous meetings where Brad Certain was asked by the board what he planned to do with that property he wants rezoned. Interestingly enough, he would never give a clear answer. He stated that he couldn't say what he was

going to do with the land, but maintained that it wouldn't be a rendering plant or a city dump. It seems to me that an owner/developer should have a very clear picture of how they would propose to develop this land into commercial space. It makes me very uncomfortable not knowing what Brad has planned and it seems very unethical that he is unable to present a clear proposal. Why would the city be willing to grant this re-zoning without complete knowledge of what the plans are for this land? Why is this such a secret if it will be so beneficial for the community?

Brad also stated that the land wasn't of good quality and the owners weren't raising crops or running cattle on the property near him. He is definitely misinformed! I hay my property and one of my neighbors runs cattle and hays his land as well. Brad also stated there is no other direction to go but south for growth in Miles City. This is simply not true and I wholeheartedly disagree. My Ryder stated there are grants available with the State for up to a million dollars to people who will develop businesses East of Miles City. Mr. Oftedal also expressed that several businesses are located north of town and that would be an acceptable area to locate others. Currently, there are several areas along Haynes Ave. that are already zoned commercial and ready for development. I feel that if the east exit was built up with businesses, it would help alleviate the truck traffic that already exists on Haynes Ave. Apparently the Government feels that way too or they wouldn't be offering grants for this area.

I am all for growth in Miles City, but growth that benefits everyone and not just a select few. The south area of town is a peaceful, beautiful part of our community. A number of people have wanted to build their homes in this area for that reason, including my husband and I. It was a wonderful place to raise our four children and be close to town, but still far enough away to feel like you're living in the country. If the land that borders mine is rezoned to commercial, all that will change. It will devalue my home and others in this area, raise the taxes on my property, and diminish the quality of life in our community. My family and I just can't stand by and watch this happen!

Please consider this my protest against the zone change of Brad Certain's land.

Peggy Pyle
268 Cemetery Road
Miles City, MT

406-234-7953

The #1 Worst Carb Ever?

Click to Learn #1 Carb that Kills Your Blood Sugar (Don't Eat This!)
FixYourBloodSugar.com

August 3, 2014
Amber Trenka
Miles City Zoning Commission
Miles City, MT 59301

To the City of Miles City Zoning Commission

We are writing this letter as extremely concerned land owners. We own 40 acres along Becker Lane that is near Brad Certain's property, east of Highway 59, that he has requested to rezone from Agricultural to Commercial.

Our pristine 40 acres is currently being turned over to the third generation of (Colvin) family ownership. It was always our parents wish that it stay zoned as Agricultural. Rezoning this property along Highway 59 South from Agricultural to general Commercial would devalue, not only our land, but also properties nearby.

This land should be Preserved And Remain Agricultural!

Sincerely,



Mary Jo Colvin Kane



Susan Love Colvin

Miscellaneous

Return to:
KRUTZFELDT & JONES, LLP
507 Pleasant Street
Miles City, Montana 59301

DRAFT
DECLARATION OF COMMERCIAL COVENANTS
for

C & G COMMERCIAL DEVELOPMENT SUBDIVISION

THIS DECLARATION OF COVENANTS is made by BRADLEY J. CERTAIN And DEAN A. (DAVE) GILLETTE, of 53 Balsam Circle, Miles City, Montana 59301, whether one or more, herein referred to as the "DEVELOPER."

ARTICLE I

DECLARATION OF PURPOSE AND BINDING EFFECT

1. LEGAL DESCRIPTION. Developer is the present owner of real property herein referred to as the C & G Commercial Development Subdivision, the Property, located in the County of Custer, State of Montana, and more particularly described on Exhibit "A," attached hereto and by reference incorporated herein.
2. PURPOSE. Developer desires to hold, sell and convey the Property subject to the following easements, restrictions, covenants, and conditions, all for the purpose that use and development of The Property shall conform to these Covenants to maintain fair and adequate standards for all units, preventing nuisances, and to protect the value, attractiveness, and desirability of The Property.
3. USE. The Units and any structures erected thereon shall be used for professional or commercial purposes, as specified and allowed for in the City of Miles City as zoned from time to time, except for the following uses which will not be allowed.
Fuel oil, gasoline, and petroleum products bulk storage for sale; or
Gases or liquefied petroleum gases in approved portable metal storage containers for sale.
4. ENCUMBRANCES TO RUN WITH THE LAND. These Covenants shall constitute encumbrances which shall run with the real property and shall be binding upon all Owners and their heirs, successors and assigns, and all Persons having or acquiring

any right, title or interest in or to any part or related appurtenance of the Property, and shall inure to the benefit of the Developer, each Owner and their heirs successors and assigns, and the Association named herein.

5. BINDING EFFECT. All Owners by acceptance of a deed to any Unit in The Property agree to be bound by these Covenants and to accept the control of the Association, its Board of Directors and Design Review Committee in all matters defined by these Covenants.

6. GRANT. Developer does hereby confirm, make, establish and impress upon all of the Property the following Covenants, Easements and equitable servitude, all for the purpose to sustain the value, attractiveness and desirability of The Property.

ARTICLE II DEFINITIONS

1. COVENANTS. This Declaration of Covenants for The Property.

2. DEVELOPER. Bradley J. Certain and Dean A. (Dave) Gillette, their successors and assigns.

3. EASEMENTS. Easements granted to utility service providers, the City of Miles City, and to Developer, by Developer for utilities, roadways, and irrigation.

5. IMPROVEMENT. Any man made undertaking including, but not limited to, excavation, erection, establishment of a driveway, building, Structure, or other construction activities which will result in consequences for adjoining Units or Owners, or which significantly modify the physical appearance of a Unit.

6. UNIT. Any of the designated parcels of real property intended for Improvement as indicated by a Unit number on the plat of The Property, First Filing, in the County of Custer, Montana and Units in any subsequent filing of The Property.

7. THE PROPERTY. The*, First Filing, in the County of Custer, Montana, and Units in any subsequent filing of The Property.

8. OWNER/OWNERS. The record owner, whether one or more persons or entities, of a fee simple title to any numbered Unit which is a part of The Property, but excluding those having only security interests therein. If a Unit is sold under a recorded contract for purchase, the purchaser under such contract shall be considered the "Owner" rather than the fee owner.

9. PERSON. Any natural person, corporation, partnership, association, trustee, personal representative of a decedent's estate, or other legal entity.

10. PROPERTY. The real property described above which is subject to these Covenants, and every Easement or right appurtenant thereto, and all Improvements thereto.

11. STRUCTURE. A man-made edifice including, but not limited to garages, shops, sheds, gazebos, platforms, decks and constructed patios in excess of 100 square feet in area or four feet in height.

ARTICLE III
MAINTENANCE COVENANTS

1. PARKING LOTS. All parking areas shall paved, and supplied with lights, no scoria lots shall be allowed. Parking lots within the property shall be properly maintained year around.

2. WASTE AND REFUSE. Each Unit shall have waste receptacles, emptied on a regular basis. Each Unit Owner shall not allow waste or refuse to accumulate.

3. WEED CONTROL AND BURNING. Each Unit Owner shall control noxious weeds and shall destroy any existing noxious weeds according to county standards. Any burning shall adhere to county standards.

4. ROADS. All road within The Property must be paved, no scoria roads shall be allowed on The Property. Roads within The Property shall be maintained in a reasonable fashion.

5. DRAINAGE. No Owner or Person shall change or interfere with the designed drainage of any part of the Property.

6. NUISANCES. No noxious or offensive activity of any kind, including activities producing noise, odors, or other objectionable manifestations, as determined by the Montana Law, shall be conducted or permitted on any of the Units.

7. MAINTENANCE.

A. GENERAL MAINTENANCE. Each Owner shall maintain all Improvements and landscaping on their Unit in good repair. Each Owner shall keep Improvements painted or stained, lawns cut, shrubbery trimmed, rubbish and debris removed, and otherwise maintain the Unit in a neat condition. Damage to Improvements shall be repaired in a reasonably prompt manner.

B. MAINTENANCE OF VACANT BUILDINGS. A Structure which is vacant for any reason, shall be kept locked to prevent entrance by vandals. No Structure may be abandoned so as to create a nuisance or danger to other Unit Owners.

C. MAINTENANCE OF UNIMPROVED UNITS. Owners shall maintain natural landscaping on unimproved Units with grass or sod. Owners shall keep the grass mowed until construction is commenced on the Unit.

ARTICLE IV
RIGHT TO ENFORCE .

1. ENFORCEMENT. The covenants, agreements, reservations and restrictions contained herein may be enforced in any, or all, of the following methods:

a. BINDING EFFECT. All purchasers and unit owners of any portion of the subject property shall be deemed conclusively to have consented and agreed to all of the restrictions, covenants, conditions and agreements of this Declaration of Restrictions. All of the restrictions, covenants,

conditions and agreements of this Declaration of Restrictions are covenants running with the land and shall be binding upon and inure to the benefit of all unit owners, their heirs, personal representatives, successors and assigns. It is distinctly understood that if any portion of the subject property is sold under the foreclosure of any mortgage or under the provisions of any deed of trust or trust indenture, or upon execution or sheriff or marshall's sale, any purchaser at such sale, his successor and assigns, shall hold any and all property so purchased subject to all of the restrictions, covenants, conditions and agreements of this Declaration of Restrictions.

- b. ABATEMENT OF NUISANCE. The result of every action or omission whereby any restriction, covenant, condition or agreement of this Declaration of Restrictions is violated in whole or in part is hereby declared to be and constitute a nuisance and every remedy allowed by law or equity again a nuisance, whether public or private, shall be available to enforce such restrictions, covenants, conditions and agreements. Every remedy shall be deemed cumulative and not exclusive and shall be enforceable by any person to whom the benefits of the Declaration of Restrictions inure.
2. RIGHT TO CURE. In the event of an act or omission violating these Covenants, Developer reserves the right to cure said violation, and reposes the property.

ARTICLE V

ANNEXATION, EASEMENTS AND UTILITIES

1. ANNEXATION. In the event the City of Miles City, adjacent Unit Owners, or Developer desire to annex a Unit, Unit Owner may not protests such annexation.

2. UNIT UTILITY EASEMENTS. Utility easements for electricity, gas, sewer, communications, telephone, water, television, cable communications and other utility equipment shall be as designated on the The Property Subdivision, First Filing according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Custer County, Montana, and any future filings of the The Property Subdivision. All Owners shall have the right to enter upon and excavate to utilize such Easements upon the approval of the Board of Directors. Owners may grant utility easements to service providers within the boundaries of the Owner's Unit; provided such utilities are maintained below ground and are approved by the Design Review Committee. Easements for ingress and egress and utilities located in Common Areas or public Easement locations shall not be moved, deleted or restricted without the written approval of all the Unit Owners affected. Each Owner shall be responsible for utility installation and maintenance in accord with state and local regulations.

3. EASEMENT USAGE. Utility companies and Owners shall restore disturbed land to a condition as close as possible to the natural condition of the land before work commenced. All utilities of every nature shall be installed and maintained underground.

Piping and wiring shall be concealed. Installation of all underground services shall be coordinated to minimize the amount of excavation required.

ARTICLE VI

AMENDMENT AND TERMINATION OF COVENANTS.

1. **WAIVER, TERMINATION OR MODIFICATION BY UNANIMOUS CONSENT.** The covenants, agreements, reservations and restrictions created and established in this instrument may be waived, terminated or modified, in whole or in part, by the unanimous written consent of all owners.

2. **RECORDING CHANGES.** Any change to this Declaration shall be promptly recorded in the office of the Custer County Clerk and Recorder.

3. **DURATION.** The Covenants shall run with and bind the Property for a term of thirty (30) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of a majority of the Unit Owners (each Unit representing one vote) at the end of the first thirty (30) year period or at the end of any ten (10) year extended period.

ARTICLE VII

GENERAL PROVISIONS

1. **SEVERABILITY.** Each and every Covenant contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of such Covenants shall be held to be invalid, unenforceable or in conflict with the laws of the state of Montana, all remaining Covenants shall nevertheless remain unaffected and in full force and effect.

2. **NO WARRANTY OF ENFORCEABILITY.** Developer makes no warranty or representation as to the present or future validity or enforceability of any Covenant. Any Owner acquiring a Unit in reliance on one or more of such Covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Unit, agrees to hold Developer harmless therefrom.

3. **RESERVED RIGHT OF DEVELOPER.** The developer reserves the right to change or cancel any or all of the covenants, conditions or restrictions set forth in this instrument. The developer's right to change or cancel shall cease upon the first transfer of a Unit to an owner other than the developer.

4. **NON-WAIVER.** The various restrictions, measures and provisions of these Covenants are declared to constitute mutual equitable covenants and servitude for the protection and benefit of each Unit in The Property and failure by Developer or any person or the Association to enforce any provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so in the future.



John Peila, Owner

PO Box 520

Miles City, MT 59301

406-234-1504 office 406-951-1504 cell 406-234-9036 fax

Email: diamondj1504@live.com

8/5/14

To whom it may concern:

Diamond J Construction LLC will not bring litigation against the City of Miles City or Custer County if the property at 685 Hwy 59 South, owned by Brad Certain and Dave Gillette, is rezoned.

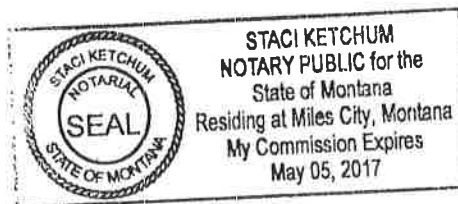
Thank you-

John Peila
Managing Member

A handwritten signature in black ink, appearing to read "John Peila", written over a horizontal line.

State of Montana
County of Custer

Sworn to and subscribed before me this 5 day of August, 2014 by John Peila, Managing Member of Diamond J Construction LLC.

A handwritten signature in black ink, appearing to read "Staci Ketchum", written over a horizontal line.
Notary



MONTANA SECRETARY OF STATE LINDA MCCULLOCH

Business Entity Search

[Instructions](#) [Search Tips](#) [Feedback](#)

Data Current as of...

If you are ordering a Certificate of Fact or Certificate of Existence, please make sure the Foreign/Domestic Corporation or Limited Liability Company is in "Good Standing".

Enter the name of the business, and check to see whether their annual report was filed in the current year.

We are not able to provide a Certificate of Fact or Certificate of Existence unless the current annual report is filed.

If you would like to purchase a Certificate of Existence for this business entity, select the button below.
You will be assessed a \$5.00 fee for this service.

[Get Certificate of Existence](#)

If you would like to purchase information on the principals (i.e., officers, directors, members, managers, partners, etc) associated with this entity, select the button below. You will be assessed \$2.00 for each search you perform.

[Get Principals](#)

If you would like to purchase a Certificate of Fact for this business entity, select the button below. You will be assessed a \$15.00 fee for this service.

[Get Certificate of Fact](#)

[Do another Search](#)

[Search](#)

Name: PYLE CONSTRUCTION LLC
ID #: C193715
Type: LLC MANAGED BY MEMBERS
Jurisdiction State: MT
Status: ACTIVE
Status Reason: GOOD STANDING

*Deals on Trucks
2-12
~~SALE ACTIVE~~*

Status Dates

Expiration Date:
Date of Organization: 04/13/2009
Last AR Filed: 03/05/2013
Inactive Date:
Involuntary Intent:
Diss/Widthr/Revoke:

Principal Office Address

Street: 513 MAIN ST
City: MILES CITY
State: MT
Zip: 59301-0000

Additional Info

Term: PERP
Purpose Code: NONE STATED

Agent

Registered Agent: JEREMY PYLE
Address 1: 2026 S HAYNES AVE

City: MILES CITY
State: MT
Zip: 59301-0000

Disclaimer

Any statement by the Secretary of State's Office is not intended as legal advice and should not be construed as such. If you have specific legal questions, the Secretary of State's office urges you to seek professional legal advice.

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RECEIVED
JUL 07 2014

ADDENDUM C - GRIEVANCE REPORT FORM

BY: *Belle D. Behalla*

GRIEVANCE REPORT FORM

MILES CITY, MONTANA

283-A BARGAINING UNIT

Page 1 of 2

Grievant: *Tony Shipp*

Date of Grievance: *7-3-14*

STATEMENT OF GRIEVANCE:

A. *Water/Wastewater Plants are the only departments covered by 283A CBA that do not have a foreman/lead operator position even though the CBA allows for these positions.*
Contract Provision Violated: *Addendum B3B*

B. _____

Contract Provision Violated: _____

C. _____

Contract Provision Violated: _____

use additional sheets if necessary

ACTION OR RELIEF REQUESTED: {A, B & C correspond to same above}

A. *Finalize job descriptions + fill positions AS WAS done in Streets, Park and distributions & collections.*

B. _____

C. _____

Grievant's Signature: *[Signature]*

Date given to Mayor: *7-3-14*

MAYOR'S RESPONSE:

A. _____

B. _____

C. _____

Mayor's Signature: _____ Date given to Grievant: _____

Grievant:

Page 2 of 2

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____

Grievant's Signature: _____

Date given to Council Chair: _____

COUNCIL'S RESPONSE:

A. _____

B. _____

C. _____

Council Chair's Signature: _____

Date given to Grievant: _____

August 7, 2014

Tony Shipp

Re: Grievance

Dear Mr. Shipp:

I was presented with your grievance dated July 3, 2014 by Billie Burkhalter, the Human Resources Officer. I understand she received it from Dave Harris, the Water/Waste Water Supervisor.

The grievance alleges that the collective bargaining agreement between the City and Local No. 283A has been violated because, pursuant to Addendum B3B, there are no forepersons or head operators designated by the City who are receiving a stipend. Addendum B3B contains the stipend rate.

Addendum B3B provides, in part, a stipend for any individual holding the position of foreman or head operator. With respect to the merits of the grievance, I find nothing in the collective bargaining agreement which requires the City to designate a foreman or head operator or to provide the stipends contained in Addendum B3B if those positions are not filled. Moreover, Article 17 indicates that it is the City's decision when to permanently fill vacant positions, and Article 20 provides the City with the management right to hire and assign jobs and determine personnel by which government operations are to be conducted.

In addition, I find multiple violations of the grievance procedure contained in Article 19. First, an employee who has a grievance must first attempt to settle it informally and then present it to a steward "not later than 10 calendar days of the event giving rise to the grievance." I understand that the positions that you allege are vacant have been vacant for over a year. As a result, the grievance which you filed is untimely and was filed well after the applicable time limit. In addition the grievance procedure requires a steward to present the grievance to the Mayor not later than five working days from receipt of the grievance. This did not happen.

For all the above reasons, I deny the grievance.

Yours truly,

C.A. Grenz,
Mayor of Miles City



MONTANA STATE COUNCIL 9, AFL-CIO
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 283A

RECEIVED
JUL 30 2014
BY: *Bellic D. Beh...*

Thomas A. Speelmon
President
Linda Stone
Vice President
Debbie Kinsey
Secretary-Treasurer

July 29, 2014

Mayor C.A. Grenz
P.O. Box 910
Miles City, Mt 59301

Mayor Grenz,

On July 7, 2014 Tony Shipp presented a grievance (attachment A) to the Human Resources office. The Collective Bargaining Agreement between the City and Local 283A, Article 19 (attachment B), paragraph D required a written response from you within 5 days. The five day time period ended on July 11, 2014. Article 19, paragraph C states "Departure from the established procedure by the City at any step shall allow the grievant or the Union to process the grievance to the next step of the grievance procedure under the established time limits".

With this letter, as per Article 19, paragraph D, step 2, we are submitting this grievance to the City Council for hearing at the next regular meeting for which it can be placed on the agenda.

Respectfully,

Thomas A. Speelmon
Thomas A. Speelmon
President
Local 283A

cc: Human Resource/Payroll Officer

Attch: A Shipp Grievance
B CBA Article 19

ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURE

- A. Grievance: An employee may file a grievance in accordance with the time limits established herein when he or she feels that a provision of this Agreement has been violated or misapplied and after first attempting to resolve the matter informally with the immediate supervisor. Grievances shall be filed and appealed using the form provided as Addendum C. Allegations of the violation of a statute or regulation shall be processed under the procedure provided by such statute or regulation, and not through this procedure.
- B. Stewards & Grievance Committee: Employees selected by the Union as Union representatives shall be known as "Stewards." The name of at least three employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the City by the local Union. The individuals so certified shall constitute the Union Grievance Committee. A Grievance Committee chairman shall be selected or elected by the Union members. Grievance Committee members may process grievances during working hours without loss of pay, with prior notice to the City. Union Representatives from the council or international level may be called in to assist any step during a grievance.
- C. Time limits are critical. Departure from the established procedure by the Union or any Union member shall automatically nullify recourse through the grievance procedure. Departure from the established procedure by the City at any step shall allow the grievant or the Union to process the grievance to the next step of the grievance procedure under the established time limits. Time limits may be modified by written agreement.

D. Procedure:

Step 1: Any employee who feels he or she has a grievance shall, after attempting to settle the matter informally, report it to a Steward not later than 10 calendar days of the event giving rise to the grievance, to a designated Steward. The Steward, with or without the employee present, shall present the grievance to the Mayor or his/her designee not later than five working days from receipt of the grievance. The Mayor or designee shall respond in writing to the Steward not later than five working days from receipt of the grievance.

Step 2: If the Union is not satisfied with the Mayor's response, it shall not later than twenty calendar days submit the grievance in writing to the City Council, which will hear the matter at the next regular meeting for which the matter can be placed on the agenda. The Council shall respond in writing to the Union not later than 10 calendar days following its next regular meeting.

Step 3: Arbitration:

1. If the Union is not satisfied with the response from the City Council, the Union may appeal the grievance to final and binding arbitration by giving the Mayor written notice not later than ten calendar days of receipt of the Council's response. The Union shall petition the Board of Personnel Appeals for a list of seven potential arbitrators to be delivered to the Union and the Mayor or his/her designee. The parties shall then toss a coin to determine the order of striking names, which process shall result in one name being left who shall be the arbitrator. The Union shall notify the Board of the name of the arbitrator chosen.

ORDINANCE NO. 1276

AN ORDINANCE ENACTING A NEW SECTION 2-108 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, ENTITLED "EXECUTIVE CLEMENCY."

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

Section 1. Chapter 2 shall be amended by adding a new Section 2-108 entitled "Executive Clemency" as follows:

Section 2-108. Executive Clemency.

- (1) "Clemency" means kindness, mercy or leniency that may be exercised by the mayor toward a person convicted of a violation of The Code of Ordinances of Miles City, Montana. The mayor may grant clemency in the form of:
 - a. The remission of fines or forfeitures;
 - b. The commutation of a sentence to one that is less severe;
 - c. Respite; or
 - d. Pardon.
- (2) "Respite" means a postponement of, or temporary relief from, a sentence.
- (3) "Pardon" means a declaration of record that an individual is to be relieved of all legal consequences of a prior conviction.

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

Said Ordinance read and put on its passage this 12th day of August, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 26th day of August, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3712

A RESOLUTION OF THE CITY COUNCIL SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF MILES CITY, MONTANA, THE QUESTION OF AUTHORIZING THE CITY OF MILES CITY TO EXCEED THE STATUTORY MILL LEVY LIMIT PROVIDED FOR IN SECTION 15-10-420, MONTANA CODE ANNOTATED, BY LEVYING FIFTY (50) MILLS TO FUND OVER EXPENDITURE IN AMBULANCE FUND NO. 5510, ALL PURSUANT TO SECTION 15-10-425, MONTANA CODE ANNOTATED.

WHEREAS, Ambulance Fund No. 5510 has a negative balance in the approximate amount of (\$353,355) resulting from shortfalls between the years 2011 and 2014;

AND WHEREAS the foregoing shortage has reduced the funds available to the City of Miles City, impacting all funds within the City Government in addition to Ambulance Fund No. 5510;

AND WHEREAS additional money in the amount of Fifty (50) mills (the "Mill Levy") is needed to correct the negative balance in Ambulance Fund No. 5510;

AND WHEREAS Montana Code Annotated ("M.C.A."), Section 7-6-4431, authorizes a municipal governing body to exceed the maximum mill levy allowed by M.C.A. Section 15-10-420, upon approval of a majority of the qualified electors voting in an election conducted pursuant to M.C.A. Section 15-10-425;

AND WHEREAS the annual levy of Fifty (50) mills from the Mill Levy will expire at the end of Fiscal Year 2016;

AND WHEREAS based on the 2014 fiscal year mill rate, the annual property tax impact of the Mill Levy is approximately \$65.50 on a home with a taxable market value of \$100,000, and is approximately \$131.00 on a home with a taxable market value of \$200,000.

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

1. REFERRAL TO ELECTORS. Pursuant to M.C.A. Section 15-10-425, the City may exceed the statutory mill levy limit provided for in M.C.A. Section 15-10-420. The question of levying Fifty (50) mills to correct the negative balance in Ambulance Fund No. 5510 shall be placed on the ballot for the 2014 general election in November 2014. The levy would be assessed in the 2nd half of 2015 and the 1st half of 2016.

2. SPECIFIC PURPOSE FOR ADDITIONAL MONEY. The additional money will be used to correct the negative balance of approximately (\$353,355) in Ambulance Fund No. 5510 resulting from shortfalls between years 2011 and 2014.

3. SPECIFIC NUMBER OF MILLS REQUIRED AND APPROXIMATE DOLLAR AMOUNT TO BE RAISED. If the increased Mill Levy is authorized by the City electors, the City Council of the City shall be authorized to levy Fifty (50) mills to be used to correct the negative balance in Ambulance Fund No. 5510. The specific dollar amount to be raised from the Mill Levy will change annually depending on the value of the mill. Based on the fiscal year 2014 mill rate, the specific dollar amount to be raised from the Mill Levy would be (\$353,355).

4. THE DURATION LIMIT ON THE MILL LEVY. The annual levy of Fifty (50) mills from the Mill Levy will expire at the end of Fiscal Year 2016.

5. FORM OF BALLOT. The ballot form shall be in substantially the following form with additions and subtractions as required by the election administrator and the City Clerk:

AMBULANCE FUND MILL LEVY

That the City of Miles City be authorized to exceed the mill levy limit provided for in state law (15-10-420 M.C.A.) by levying 50 mills ("Mill Levy") to correct the negative balance in Ambulance Fund No.5510. Based on the 2014 mill rate, (i) the dollar amount to be raised from the Mill Levy is \$353,355; and (ii) the property tax impact of the Mill Levy is approximately \$65.50 on a home valued at \$100,000, and approximately \$131.00 on a home valued at \$200,000. The Mill Levy will expire in 2016.

___ FOR THE INCREASED MILL LEVY

___ AGAINST THE INCREASED MILL LEVY

**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

RESOLUTION NO. 3713

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA ESTABLISHING ADMINISTRATIVE FEES AND CHARGES FOR PROCESSING CITATIONS IN CITY COURT

WHEREAS, the City of Miles City has a City Court established for the purposes of processing misdemeanor criminal offenses under Montana state law and the Code of Ordinances of Miles City, Montana, with said Court being established under Mont. Code Ann. Title 3, and having jurisdiction pursuant to, Mont. Code Ann. § 3-11-102 and 103;

AND WHEREAS, The City of Miles City's City Attorney Office is the City's representative in the City Court and is responsible for the prosecution of all traffic and criminal offenses, including offenses involving Driving Under the Influence, Partner or Family Member Assaults, and many other offenses impacting the safety of the community and the general quality of life in the City of Miles City. City Court operations incur numerous monetary expenses for court administrative expenses, necessary room, furniture, fixtures and supplies as well as salaries and related monetary expenses;

AND WHEREAS, a growing case load has caused a significant increase in the burden on the City Attorney Office necessitating the hiring of special prosecution staff to assist the City Prosecutor;

AND WHEREAS, the current City Court surcharges do not adequately fund the necessary prosecution services provided through the City Attorney's Office;

AND WHEREAS, the City Council desires that those individuals who commit violations contribute a greater amount to the enforcement of the laws, and the City Attorney Office's efforts to increase the safety of the community, by assessing an administrative processing fee for each citation or complaint processed by the City Court, to be assessed at the time the defendant is sentenced after a plea of guilty, or is found guilty, of the charges, in addition to any other fees or charges required by Montana state law with respect to criminal court proceedings.

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

1. There is hereby established administrative fees and charges to be assessed by the City Court as part of the disposition of all citations and complaints, criminal and traffic, for which there is a conviction or plea of guilty entered. An administrative processing fee for any citation or complaint in the City Court of the City of Miles City of twenty-five dollars (\$25.00)

shall be assessed each citation or complaint in addition to the regular fines, surcharges and fees at the time the defendant pleads or is convicted of any charges. Said amounts shall be deposited in the City's General Fund Account No. _____.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,
MONTANA, THIS 12th DAY OF AUGUST, 2014.**

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3714

A RESOLUTION TO OPEN SOUTH CUSTER AVENUE BETWEEN PEARL STREET AND FORT STREET DURING LIMITED HOURS

WHEREAS, South Custer Avenue between Pearl Street and Fort Street bisects the playground at Lincoln Elementary School;

AND WHEREAS said portion of South Custer Avenue is closed to ensure the safety of the students who attend Lincoln Elementary School;

AND WHEREAS traffic congestion around Lincoln Elementary School likewise poses a risk to the safety of the students who attend Lincoln Elementary School during pick-up and drop-off times;

AND WHEREAS the opening of said portion of South Custer Avenue during limited hours which coincide with pick-up and drop-off times of students will alleviate traffic congestion, and will ensure that no traffic is present on school grounds during school recesses throughout the day, minimizing traffic related safety risks to the students at Lincoln Elementary School;

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

1. That the portion of South Custer Avenue between Pearl Street and Fort Street shall be open on all days in which school is in session between the hours of 7:30 - 8:30 A.M., and 1:45 - 3:45 P.M.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 12TH DAY OF AUGUST, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3715

A RESOLUTION PURSUANT TO §2-9-212 OF THE MONTANA CODE ANNOTATED, AUTHORIZING A PERMISSIVE MEDICAL LEVY FOR FY 2014-2015 TO FUND GROUP HEALTH INSURANCE PREMIUM CONTRIBUTIONS BY THE CITY AND PROVIDING FOR HEARING THEREON

WHEREAS, the City of Miles City contributes funds for employee group health insurance premiums;

AND WHEREAS, §2-9-212 MCA permits the City of Miles City to levy an annual property tax, designated "Permissive Medical Levy," to fund the payment of such health insurance premiums in the amount in excess of the base contribution as determined under §2-18-703(4)(c) MCA for group benefits under §2-18-703 MCA;

AND WHEREAS, such levy is not subject to the mill levy limitation set forth in §15-10-420 MCA;

AND WHEREAS, the City of Miles City desires to levy such property tax for Fiscal Year 2014-2015;

AND WHEREAS, the provisions of §2-9-212(2)(b) MCA require public hearing upon any increase in such permissive medical levy prior to implementing such levy;

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

That a property tax levy of **22.8** mills be imposed, pursuant to §2-9-212 MCA, for the purposes of funding the premium for group health insurance for Fiscal Year 2014-2015.

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed levy on the 26th day of August, 2014, at 7:00 p.m. in the City Hall Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §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 12th DAY OF AUGUST, 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 26th DAY OF AUGUST, 2014.**

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3716

A RESOLUTION PURSUANT TO §15-10-203 OF THE MONTANA CODE ANNOTATED, AUTHORIZING THE BUDGETING OF AN INCREASED AMOUNT OF AD VALOREM TAX REVENUES IN FY 2014-2015 IN EXCESS OF THE PROPERTY TAX REVENUES FOR THE PRIOR FISCAL YEAR AND PROVIDING FOR HEARING THEREON

WHEREAS, the City Council of the City of Miles City, Montana intends to budget for real and personal property tax revenues for Fiscal Year 2014-2015 in excess of the property tax revenues for Fiscal Year 2013-2014, exclusive of taxes on properties appearing for the first time on the property tax records;

AND WHEREAS, §15-10-203 MCA requires the adoption of a resolution of the City Council authorizing such action;

AND WHEREAS, pursuant to §15-10-203 MCA, published notice and public hearing is required prior to adoption of this resolution;

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

It hereby authorizes the budgeting of real and personal property tax revenues for FY 2014-2015 in excess of the real and personal property tax revenues for FY 2013-2014.

BE IT FURTHER RESOLVED that pursuant to §15-10-203 MCA, a public hearing shall be held on the above proposed levy on the 27th day of August, 2014, at 7:00 p.m. in the City Hall Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §15-10-203 MCA and §7-1-4127 MCA, at least 2 times with at least 6 days separating each publication. Such publication shall be placed in a portion of the newspaper other than that portion utilized for legal and classified advertisements.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 12th DAY OF AUGUST, 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 26th DAY OF AUGUST, 2014.**

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3717

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 165 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2014-2015

WHEREAS, the City Council for the City of Miles City, Montana did, on the 26th of February, 1968, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 165; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2014-2015 is estimated by the City Council at the sum of \$ 161,468 and,

WHEREAS, the property in said Special Improvement Lighting District No. 165 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2014-2015 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 165.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 165, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 165 amounting to .005372 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 165, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 26th day of August, 2014, at 7:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a

notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 165 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 12th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 12th day of August, 2014, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 26th, 2014, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2014-2015 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 3717 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2014-2015 Tax Statement.

A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 26th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

RESOLUTION NO. 3718

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 167 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2014-2015

WHEREAS, the City Council for the City of Miles City, Montana did, on the 26th of February, 1968, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 167; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2014-2015 is estimated by the City Council at the sum of \$32,570 and,

WHEREAS, the property in said Special Improvement Lighting District No. 167 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2014-2015 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 167.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 167, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 167 amounting to .013103 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 167, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 26th day of August, 2014, at 7:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a

notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 167 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 12th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 12th day of August, 2014, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 26th, 2014, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2014-2015 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 3718 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2014-2015 Tax Statement.

A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 26th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

RESOLUTION NO. 3719

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 171 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2014-2015

WHEREAS, the City Council for the City of Miles City, Montana, did on the 10th day of November, 1969, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 171; and

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2014-2015 is estimated by the City Council at the sum of \$4,034 and,

WHEREAS, the property in said Special Improvement Lighting District No. 171 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2014-2015 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 171.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 171, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 171 amounting to .005088 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 171, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 26th day of August, 2014, at 7:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a

notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 171 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 12th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 12th day of August, 2014, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 26th, 2014, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2014-2015 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 3719 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2014-2015 Tax Statement.

A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 26th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

Town/County of _____

Miles City

NON-LEVIED FUNDS - SUMMARY SCHEDULE

Fiscal Year: 20 _____ 15
 Page No. _____

Fund #	Fund Name	(1) Appropriation	(2) Budgeted Cash Reserve	(3)=(1)+(2) Total Requirements	(4) Cash Available (Less current liabilities)	(5) Total Non-Tax Revenues	(6)=(4)+(5) Total Resources	Estimated Ending Cash Balance
2430	Lighting # 171 33%	3900	1,287	5,187	1,153	4,034	5,187	1,287
TOTAL		3,900	1,287	5,187	1,153	4,034	5,187	1,287

-55-

Handwritten initials/signature

*Total Revenues compared to Total Appropriations:

134

*If negative appropriations exceed revenues

Revision June 2012

Total Requirements compared to Total Resources

0

*If other than zero budget is not balanced

4,034.0 ÷
 792,760.0 =
 0.005088*
 0.005088 x
 6,000.0 =
 30.528000*
 30.520000+
 19.710000-
 10.810000*

*Poles need to be fused
 2 a year*

*last year
 19.71
 30.52
 + 10.81*

RESOLUTION NO. 3720

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 172 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2014-2015

WHEREAS, the City Council for the City of Miles City, Montana did, on the 13th day of April, 1970, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 172; and

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2014-2015 is estimated by the City Council at the sum of \$19,730 and,

WHEREAS, the property in said Special Improvement Lighting District No. 172 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2014-2015 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 172.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 172, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 172 amounting to .025880 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 172, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 26th day of August, 2014, at 7:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING,

MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 172 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 12th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 12th day of August, 2014, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 26th, 2014, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2014-2015 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 3720 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2014-2015 Tax Statement.

A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 26th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

NON-LEVIED FUNDS - SUMMARY SCHEDULE

Fiscal Year: 20 _____
Page No. _____

Fund #	Fund Name	(1) Appropriation	(2) Budgeted Cash Reserve	(3)=(1)+(2) Total Requirements	(4) Cash Available (Less current liabilities)	(5) Total Non-Tax Revenues	(6)=(4)+(5) Total Resources	Estimated Ending Cash Balance
2440	Lighting #172 33%	19,700	6,501	26,201	3,910	22,291	26,201	6,501
	20%	19,700	3,940	23,640	3,910	19,730	23,640	3,940
	10%	19,700	1,970	21,670	3,910	17,760	21,670	1,970
	TOTAL	59,100	12,411	71,511	11,730	59,781	71,511	12,411

90%
91%

went down last year because didn't spend the excess from last FY 12

Total Revenues compared to Total Appropriations: 681

Total Requirements compared to Total Resources: 0

*If negative appropriations exceed revenues

*If other than zero budget is not balanced

22,291.0 ÷
 762,358.0 =
 0.029239*

0.029239x
 6,000.0 =
 175.434000*

175.430000+
 66.050000-
 109.380000*

19,730.0 ÷
 762,358.0 =
 0.025880*

0.025880x
 6,000.0 =
 155.280000*

155.280000+
 66.050000-
 66.050000+
 66.050000-
 89.230000*

17,760.0 ÷
 762,358.0 =
 0.023296*

0.023296x
 6,000.0 =
 139.776000*

139.770000+
 66.050000-
 73.720000*

33%

20%

10%

last year
 66.05
 155.28
 + 89.23

 310.56

RESOLUTION NO. 3721

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 195 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2014-2015.

WHEREAS, the City Council for the City of Miles City, Montana, did, on the 28th day of March, 1978, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 195; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2014-2015 is estimated by the City Council at the sum of \$6,498 and,

WHEREAS, the property in said Special Improvement Lighting District No. 195 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2014-2015 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 195.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 195, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 195 amounting to .008844 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 195, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 26th day of August, 2014, at 7:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a

notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 195 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 12th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 12th day of August, 2014, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 26th, 2014, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2014-2015 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 3721 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2014-2015 Tax Statement.

A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 26th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

RESOLUTION NO. 3722

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 202 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2014-2015

WHEREAS, the City Council for the City of Miles City, Montana did, on the 10th day of May, 1983, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 202; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2014-2015 is estimated by the City Council at the sum of \$7,736 and,

WHEREAS, the property in said Special Improvement Lighting District No. 202 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2014-2015 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 202.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 202, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 202 amounting to .009044 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 202, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 26th day of August, 2014, at 7:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a

notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 202 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 12th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 12th day of August, 2014, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 26th, 2014, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2014-2015 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 3722 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2014-2015 Tax Statement.

A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 26th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

RESOLUTION NO. 3723

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 173 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2014-2015.

WHEREAS, the City Council for the City of Miles City, Montana, did on the 13th day of March, 2007, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 173; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2014-2015 is estimated by the City Council at the sum of \$1,678 and,

WHEREAS, the property in said Special Improvement Lighting District No. 173 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2014-2015 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 173.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 173, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 173 amounting to .003844 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 173, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 26th day of August, 2014, at 7:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a

notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 173 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 12th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 12th day of August, 2014, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 26th, 2014, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2014-2015 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 3723 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2014-2015 Tax Statement.

A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 26th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

RESOLUTION NO. 3724

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 204 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 204 FOR THE FISCAL YEAR 2014-2015.

WHEREAS, on the 15th day of May, 1984, the City Council of the City of Miles City, Montana, passed Ordinance No. 933 and Resolution No. 2284 creating Maintenance District No. 204 to improve and maintain streets, avenues and alleys by sweeping and flushing, chip sealing and overlaying, curb and gutter replacement and repair, asphalt replacement and repair, snow removal, sanding, signing, storm drain cleaning and repair, weed mowing and alley maintenance or any part thereof; and

WHEREAS, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

WHEREAS, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 204 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2014-2015 is \$945,359.

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

Section 1: That to defray the costs of maintaining Maintenance District No. 204 for the fiscal year 2014-2015 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 204: .030319 per
sq. ft. assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of 212.23.

Section 2: That there shall be maintained open to public inspection at the City Clerk's Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of

land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 204, is on file in his or her office and is subject to inspection and said notice shall be published at in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on 26th day of August, 2014, at 7:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 12th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

FINALLY PASSED AND ADOPTED THIS 26th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

town/County of _____

Milnes City

NON-LEVIED FUNDS - SUMMARY SCHEDULE

Fiscal Year: 20 _____ 15

Page No. _____

Fund #	Fund Name	(1) Appropriation	(2) Budgeted Cash Reserve	(3)=(1)+(2) Total Requirements	(4) Cash Available (Less current liabilities)	(5) Total Non-Tax Revenues	(6)=(4)+(5) Total Resources	Estimated Ending Cash Balance
2510	St Mt #204 9%	1175378	105784	1,281,162	335,803	945,359	1,226,962	105,784
	10%	1,175,378	117,538	1,292,916	335,803	957,113	1,292,916	117,538
TOTAL		2,350,756	223,322	2,574,078	671,606	1,902,472	2,574,078	223,322

9/16/25

*Total Revenues compared to Total Appropriations:

(448,284)

*If negative appropriations exceed revenues

Revision June 2012

Total Requirements compared to Total Resources

0

*If other than zero budget is not balanced

945,359.0 ÷
 31,179,568.0 =
 0.030319%

 0.030319%
 7,000.0 =
 212,233,000%

 216,280,000 +
 212,230,000 -
 4,050,000 *

9/16

Last year
 216,280
 212,230

 -4,050

RESOLUTION NO. 3725

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 205 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 205 FOR THE FISCAL YEAR 2014-2015

WHEREAS, on the 15th day of May, 1984, the City Council of the City of Miles City, Montana, passed Ordinance No. 933 and Resolution No. 2285 creating Maintenance District No. 205 to improve and maintain streets, avenues and alleys by sweeping and flushing, chip sealing and overlaying, curb and gutter replacement and repair, asphalt replacement and repair, snow removal, sanding, signing, storm drain cleaning and repair, weed mowing and alley maintenance or any part thereof; and

WHEREAS, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

WHEREAS, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 205 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2014-2015 is \$247,584.

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

Section 1: That to defray the costs of maintaining Maintenance District No. 205 for the fiscal year 2014-2015 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 205: .029482 per
sq. ft. assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$206.37.

Section 2: That there shall be maintained open to public inspection at the City Clerk's Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of

land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 205, is on file in his or her office and is subject to inspection and said notice shall be published in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on 26th day of August, 2014, at 7:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 12th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

FINALLY PASSED AND ADOPTED THIS 26th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

RESOLUTION NO. 3726

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 207 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 207 FOR THE FISCAL YEAR 2014-2015.

WHEREAS, on the 27th day of March, 2007, the City Council of the City of Miles, Montana, passed Ordinance No. 1167 and on March 13th, 2007 Resolution No. 3137 creating Maintenance District No. 207 includes, but is not limited to, sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal and the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and the replacement of not more than 6 feet of sidewalk in any 100-foot portion of sidewalk, and

WHEREAS, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

WHEREAS, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 207 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2014-2015 is \$4,297.

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

Section 1: That to defray the costs of maintaining Maintenance District No. 207 for the fiscal year 2014-2015 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 207: .009845 per
sq. ft. assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$68.92.

Section 2: That there shall be maintained open to public inspection at the City Clerk's Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 207, is on file in his or her office and is subject to inspection and said notice shall be published at in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on 26th day of August, 2014, at 7:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 12th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

FINALLY PASSED AND ADOPTED THIS 26th day of August, 2014.

MAYOR

ATTEST:

LORRIE PEARCE
CITY CLERK

RESOLUTION NO. 3727

A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEAR 2014-2015 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101, AND PROVIDING FOR HEARING THEREON

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

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

AND WHEREAS, on August 12, 2014, the trustees of said District did submit to the City Council their proposed work plan for FY 2014-2015;

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

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

Upon hearing and full consideration, the City Council of the City of Miles City hereby approves the work plan and proposed budget of Business Improvement District No. 101 for FY 2014-2015, attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that pursuant to §7-12-1132(3) MCA, a public hearing shall be held on the above proposed approval on the 26th day of August, 2014, at 7:00 p.m. in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §15-10-203 MCA, at least 2 times with at least 6 days separating each publication. Such publication shall be placed in a portion of the newspaper other than that portion utilized for legal and classified advertisements.

**SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 12TH
DAY OF AUGUST, 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 26TH DAY OF AUGUST, 2014.**

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT "A" TO RESOLUTION TO 3727

In accordance with City of Miles City Ordinance No. 1202 this is the Marketing Plan for
 FY14/15 using a July1, 2014 through June 30, 2015 fiscal year.

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

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

1st Quarter: \$43,047.00

2nd Quarter: \$25,111.00

3rd Quarter: \$17,936.00

4th Quarter: \$33,481.00

Total \$119,575.00

Business Enhancement:

<i>Tournament Recruitment-</i>	10,000.00
<i>Convention/Meeting Recruitment-</i>	15,000.00
<i>Fairgrounds Events</i>	20,000.00

Marketing:

<i>Events-</i>	40,000.00
<i>Facilities-</i>	20,000.00

Opportunity: **20,575.00**

Liability Insurance **1,400.00**

\$119575.00

2013/2014 Miles City TBID Review

For the fiscal year 2014 we budgeted \$119,575.00 and we expended \$106,989.00.

We spent \$31,896.00 on advertising.

We spent \$36830.00 on event support.

We spent \$24,825.00 on sporting events and tournaments.

We spent \$9700.00 on convention recruitment and support.

We spent \$3550.00 on insurance.

We spent \$185.00 on memberships

RESOLUTION NO. 3728

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE CUSTER COUNTY WATER AND SEWER DISTRICT FOR FLUSHING HYDRANTS IN CALENDAR YEAR 2014.

WHEREAS, The City of Miles City, acting through its Fire Department, has proposed to the Custer County Water and Sewer District to provide hydrant flushing services to the district for 2014 for the sum of Four Thousand Eight Hundred Fifty dollars and no/100 (\$4,850.00), as reflected in the proposal attached hereto as Exhibit "A;"

AND WHEREAS, the Custer County Water and Sewer District is agreeable to the City providing such services according to the terms contained in said proposal;

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

The 2014 Proposal for Hydrant Flushing Services attached hereto as Exhibit "A," and made a part hereof, is hereby approved, and the Interim Chief of the Miles City Fire Department is hereby empowered and authorized to carry out the terms of this Agreement on behalf of the City of Miles City.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 12th DAY OF AUGUST, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk



EXHIBIT "A"

FIRE DEPARTMENT AND AMBULANCE SERVICE

Suppression
Ambulance and EMS

Dale Berg, Fire Chief

Prevention
Public Education

CITY OF MILES CITY

2800 Main Street
Miles City, MT 59301

Telephone: (406) 234-2235
Fax: (406) 234-8666

2014 PROPOSAL FOR HYDRANT FLUSHING SERVICES

The City of Miles City proposes to flush the Water and Sewer District fire hydrants for a fee of \$4,850.00 with a maximum of 65 hydrants. District will pay all invoices within 30 days of billing by the city.

The District will pay for all water utilized in the procedure.

Services would be provided pursuant to standard hydrant flushing procedures used by MCFR.

The District will have all risk of breakage or damage to valves or pipes resulting from the flushing process.

The service will be performed prior to September 15, 2014.

The City will provide all equipment needed to flush the hydrants.

This offer is contingent upon final approval of the agreement by the Miles City Council.

Dated July 29, 2014

Scott Moore

Interim Fire Chief-MCFR

RESOLUTION NO. 3729

A RESOLUTION AMENDING SPECIAL IMPROVEMENT DISTRICT NUMBER 211, FOR IMPROVEMENT AND PAVING OF CERTAIN PORTIONS OF ARROWHEAD LANE WITHIN THE SOUTHGATE MEADOWS SUBDIVISION IN MILES CITY, MONTANA

WHEREAS, on April 23, 2013, the City Council of the City of Miles City has passed Resolution No. 3588, a Resolution of Intent to Create a Special Improvement District Number 211, to Improve and Pave Certain Portions of Arrowhead Lane, Including Curb and Gutter, Within the Southgate Meadows Subdivision in Miles City, Montana.

AND WHEREAS, Resolution 3588 called for a Public Hearing to be held so that landowners within the proposed District may protest the creation of the District or the improvements proposed, said hearing to be held on May 14, 2013 at 7:00P.M. at City Hall in Miles City, Montana, pursuant to MCA § 7-12-4112.

AND WHEREAS, The City Clerk of the City of Miles City, Montana, gave notice of the passage of Resolution 3588 and of the public hearing and opportunity to submit written protests both by publication, and by mailing to all land owners within the proposed District, all as provided by MCA § 7-12-4106. Said notice called for written protests to be delivered to City Hall, or to be made in person at the public hearing.

AND WHEREAS, no protests were made, either in writing or in person. A public hearing was held on May 14, 2013 at 7:00P.M. at City Hall in Miles City, Montana, and all who spoke on the matter of the said Special Improvement District Number 211 were proponents of the creation of the District.

AND WHEREAS, the City Council passed Resolution 3644 creating Special Improvement District Number 211 on October 24, 2013;

AND WHEREAS, the developer of certain lots within Special Improvement District Number 211 has proposed that it complete curb, gutter and gravel work for the portion of Arrowhead Lane which is subject to said district, and that Special Improvement District Number 211 only be used to pay for the paving of said road;

AND WHEREAS, it has been determined by City Staff that the repayment term for the projected cost of the project should not exceed fifteen (15) years;

AND WHEREAS, a public hearing on the amendment to the scope of work to be completed, and other amendments to Special Improvement District Number 211, was duly noticed by publication and mailing, and was held on August 12, 2014 at 7:00P.M. at City Hall in Miles City, Montana.

NOW THEREFORE, BE IT RESOLVED by the City-Council of the City of Miles City, Custer County, Montana, that Resolution 3644 be amended to read as follows:

SECTION 1. That the public convenience and safety requires, and it is deemed necessary to order, establish and create, and the City Council of the City of Miles City, Montana, does hereby declare the creation of Special Improvement District for the improvement of paving certain portions of Arrowhead Lane within the Southgate Meadows Subdivision in Miles City, Montana.

SECTION 2. That this Special Improvement District shall be known and designated as Special Improvement District Number 211 of the City of Miles City, Montana.

SECTION 3. That the subject of this Special Improvement District and the land on which the preparation of surface and placement of curb and gutter shall be applied is located on Arrowhead Lane in the City of Miles City, Montana. The general nature of the improvements shall be as follows: the paving of approximately 775 linear feet, not less than 26 feet wide, asphalt street, built to sound and standard engineering specifications as approved by the City of Miles City, constructed upon the existing gravel roadway adjacent to and running between the parcels of land included in this District. Curb, gutter and gravel work are to be completed by the developer, M&L Enterprises, Inc., a Montana Corporation, at the developer's expense, and pursuant to a separate agreement with the City of Miles City.

SECTION 4. The following lots located in the City of Miles City, County of Custer, State of Montana, shall be included in the said District: Block 6 of the Southgate Meadows Subdivision, Lots 10, 14, 15, 16, 17, 18, 33A, 33B, 34A; Block 3 of the Southgate Meadows Subdivision, Lots 12 and 20, along with the lots being developed, with frontage on Arrowhead Lane, which, prior to subdivision, are a part of the following parcel of land, located in Township 7 North, Range 47 East, M.P.M.: Section 2: All that tract of land lying in the E1/2SW1/4 and the W1/2SE1/4 of said section 2 described by the plat and survey filed for record, August 10, 1990, as Document Number 85481 in Envelope Number 264A of the Plat Cabinet in the office of the County Clerk & Recorder in and for Custer County, Montana, as approximated in the attached Exhibit "A." Upon finalization of the subdivision of the foregoing parcel of land, the created parcels shall be assessed in the same manner as the remaining parcels within the District.

SECTION 5. The foregoing real property is deemed to be benefitted by said improvement, and is hereby declared to be a part of the said Special Improvement District Number 211, and is the property to be assessed for the costs and expenses of making the improvements called for herein.

SECTION 6. The estimated cost of the improvements called for herein, after accounting for the portions of the improvements being paid by M&L Enterprises Inc., is \$90,000.00, or approximately \$58.06 per lineal foot of adjoining, assessable parcels which are included in said Special Improvement District, subject to actual costs as the same may later appear, payment of which is to be spread over a period of not more than fifteen (15) years, though the period may be less. The interest rate during the period of repayment shall be the average interest rate payable on the outstanding bonds or warrants of the Special Improvement District at the time the assessment is levied each fiscal year, plus 1% pursuant to MCA § 7-12-4189.

SECTION 7. The establishment of the precise cost of the improvements, the exact period of repayment, and the interest to be charged during the period of repayment, along with the calculation of the taxable assessment of each parcel of land within the District, shall be established by a Resolution for Tax Levy Upon District Property, and after notice and a hearing thereon, pursuant to MCA § 7-12-4176 through MCA § 7-12-4178.

SECTION 8. The method by which the costs of the improvements will be assessed against the property in the district is the frontage option as set forth in MCA § 7-12-4189.

**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

Owner	Block	Lot	Linear Feet	Annual	Total	Annual	Total	Annual	
Arlynn & Stephanie Irish		3	20	85	5.71%	665.78	9,986.74	6,966.83	464.46
Justin & Valerie Russel		6	18	104.79	7.03%	820.79	12,311.86	8,588.85	572.59
Ron & Becky Stanton		6	17	70	4.70%	548.29	8,224.36	5,737.38	382.49
Ron & Becky Stanton		6	16	87.44	5.87%	684.90	10,273.44	7,166.84	477.79
Kanyon & Jennifer Chamberlin		6	15	71.75	4.82%	562.00	8,430.02	5,880.85	392.06
Kanyon & Jennifer Chamberlin		6	14	91.55	6.15%	717.09	10,756.36	7,503.72	500.25
Susan Stanton		6	33A	56.15	3.77%	439.81	6,597.09	4,602.18	306.81
Ronald G Stanton		6	33B	52.22	3.51%	409.02	6,135.36	4,280.08	285.34
James E Stanton		6	34A	160.32	10.76%	1,255.74	18,836.14	13,140.24	876.02
Keith & Pam Polesky		6	10	65	4.36%	509.13	7,636.95	5,327.60	355.17
John Jacob & Jessica Klammm		3	11	42.5	2.85%	332.89	4,993.28	3,483.35	232.22
Proposed 7 lots				603.02	40.48%	4,723.29	70,849.40	49,425.10	3,295.01
						\$	\$ 175,031.00	\$ 122,103.00	\$ 8,140.20

Total: 1,489.74 1.00

Proposed 7 lots
measurements on plat drawing

- 85
- 52.11
- 32.94
- 91.12
- 91.12
- 86.07
- 79.66
- 85
- 603.02 Total**

\$ INPUT HERE

Exhibit "A"

Plat of SOUTHGATE SUBDIVISION
Phase 1

LOCATED IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 7 NORTH,
RANGE 47 EAST, P.M.M., CITY OF MILES CITY, CUSTER COUNTY,
MONTANA

SURVEYED FOR: M & L ENTERPRISES INC.

SURVEYED BY: EGGART ENGINEERING COMPANY

SURVEYED: August, 2013

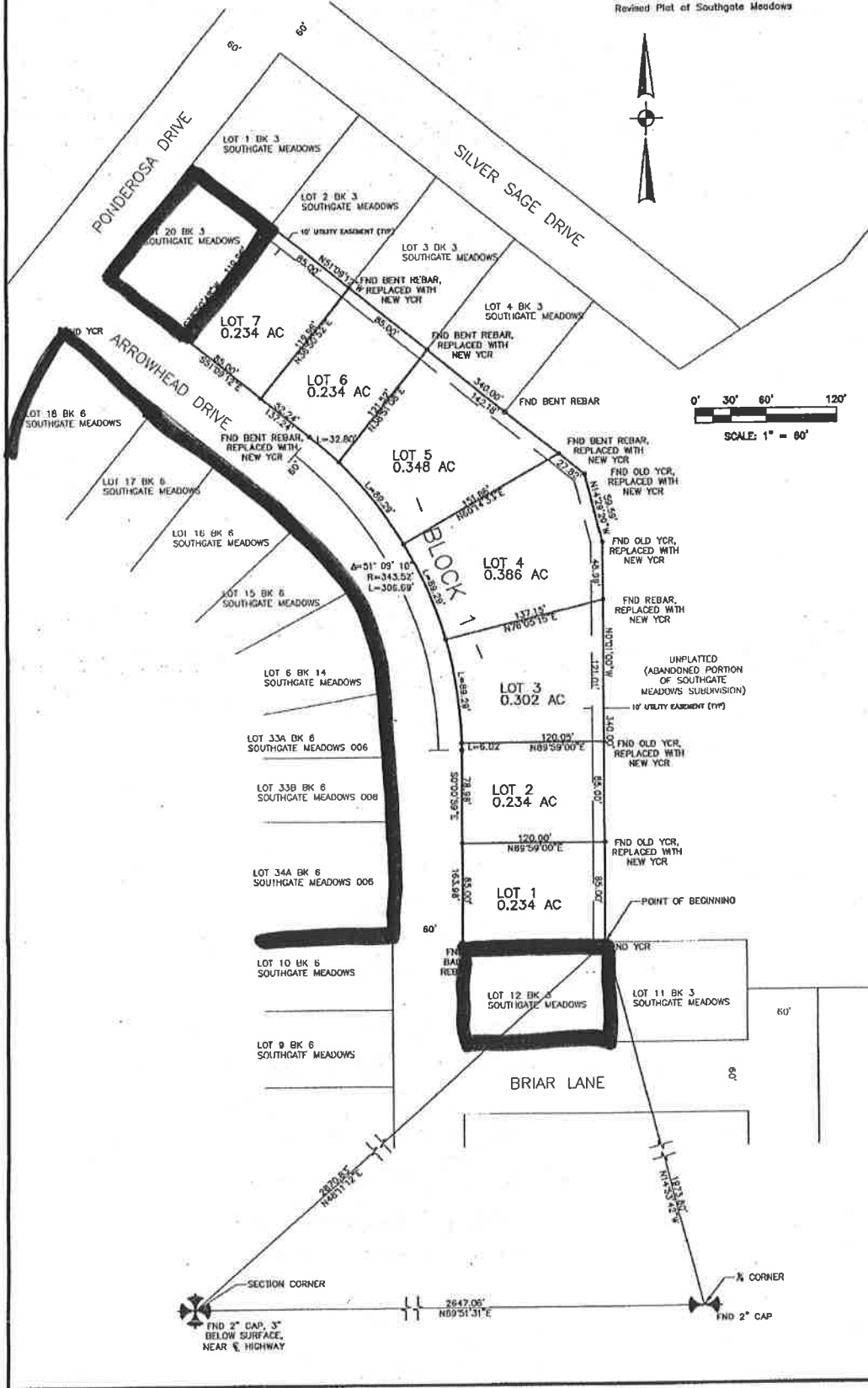
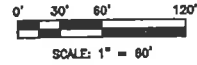
TOTAL AREA OF SURVEY

1.973 ACRES

LEGEND

- ✖ SECTION CORNER FOUND AS NOTED
- ✖ SECTION CORNER FOUND AS NOTED
- PROPERTY CORNER FOUND - (AS NOTED)
- PROPERTY CORNER SET - 5/8" X 18" REBAR WITH YELLOW PLASTIC CAP MARKED "ECC - 13100ES", UNLESS OTHERWISE NOTED.

BASIS OF BEARING:
Revised Plat of Southgate Meadows



CERTIFICA

This is to certifi
License No. 13
portion of the
Block 3 of Sec
the City of Miles
follows:

Beginning
which is a four
be N 48° 11'
T 7 N, R 47 E
N 14° 29' 29"
distance of 34
S38° 50' 48" l
distance of 13
angle of 51° 0
rebar, thence l
a distance of

That monument
survey and the
on the ground.

By: Scott M. Swanson
Land Surveyor



STATE OF MONTANA
County of Yellow

Subscribed and
attest on this

Scott M. Swanson
Notary Public in
Printed Name of
Residing at
My Commission

CERTIFICATE OF CITY PLANNING

The City Planning Board herewith recom

THIS _____ day of _____

By: _____
Planner

Member

CERTIFICATE OF CITY COUNCIL

The City Council of the City of Miles City
this subdivision plat and having found the ac
accepts this plat and annexes it into the C

IN WITNESS WHEREOF, we have set our h.
MONTANA, THIS _____ day of _____

CITY OF MILES CITY, MONTANA

By: _____
Mayor

Attest _____
City Clerk

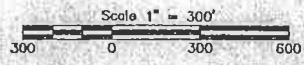
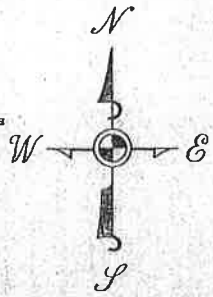
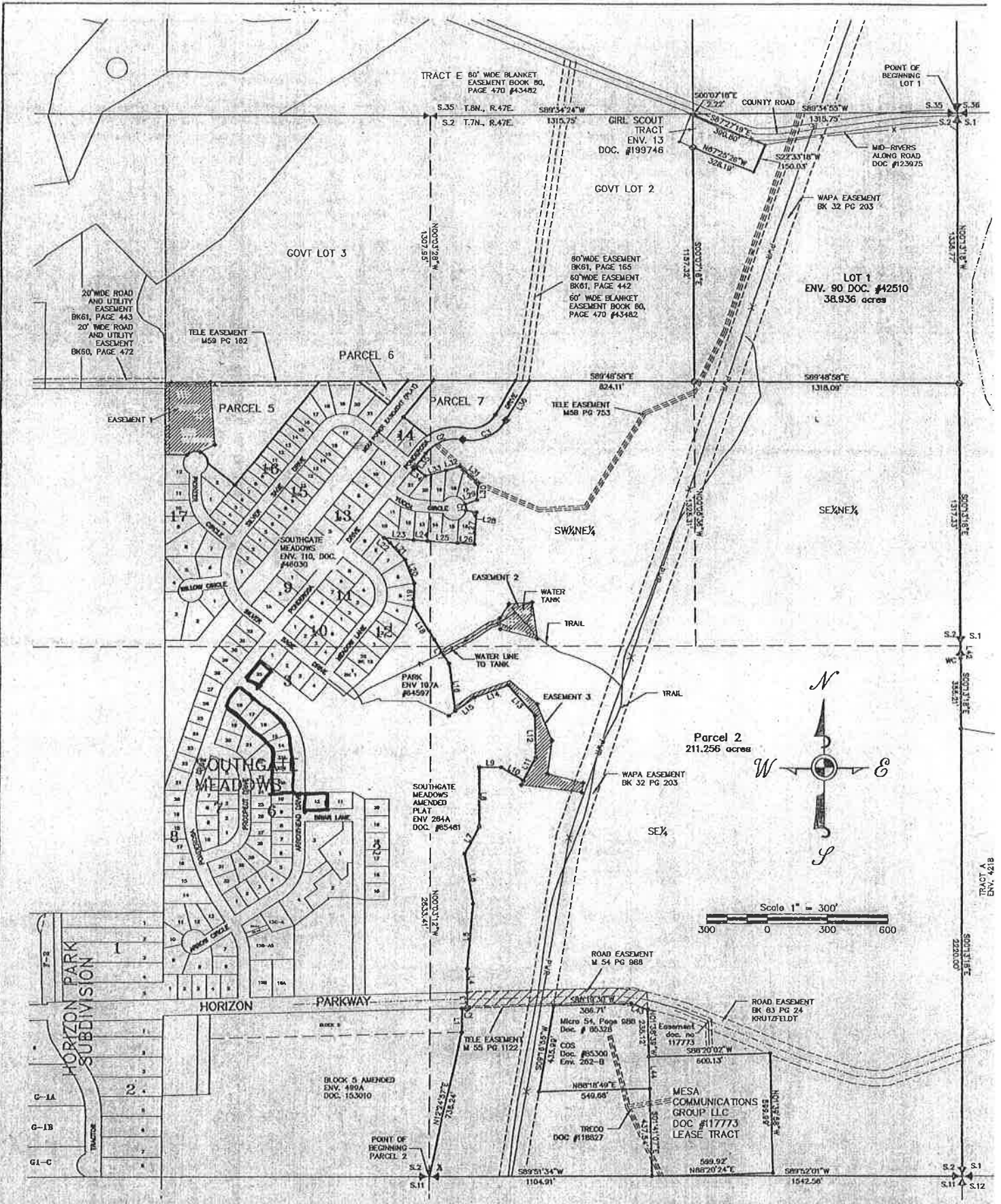
COUNTY TREASURER'S CERT.

I hereby certify that all real property taxes
levied on the land above described are paid

Dated this _____ day of _____

Custer County Treasurer

G:\07\41272\28401_South_Gate\SouthGate2012\1.L.2516.dwg 9/17/2012 11:17:37 AM MDT



- Legend**
- Section Corner Found
 - Quarter Corner Found
 - Property Corner Found
 - #5x24" Rebar w/ yellow plastic cap
Marked DOWL HKM 7155LS Set
 - #5x24" Rebar w/ 2" Alum Cap Witness Cor.
Marked DOWL HKM 7155LS WC Set

County Treasurer's Certification

I hereby certify that all real property taxes and special assessments assessed and levied on the land being subdivided have been paid.

Linda Corbett
 Linda Corbett
 Custer County Treasurer

Filed this _____ day of _____, 2012 A.D.
 at _____ o'clock _____ m.
156761 Fee: \$8.50 Bk III misc Pg
 Custer County Filed 2/29/2013 At 2:03 PM
 Linda Corbett, CLK & Rcd By *Linda Corbett*

Envelope # **511A** Document # **156761**

Basia of be Datum (NAI)
 The bearing Projection (L)
 Latitude 46
 False Origin
 False North
 Rotation 01
 Distances 01
 Sold origin of Section

RESOLUTION NO. 3730

A RESOLUTION APPROVING THE WAIVER OF 50% OF BUILDING PERMIT FEES AND 50% OF WATER AND SEWER CONNECTION FEES AND REDUCING PARKING REQUIREMENTS TO 1.5 STALLS PER UNIT FOR THE STOWER COMMONS AFFORDABLE HOUSING PROPERTY

WHEREAS, Alex Burkhalter of Housing Solutions, LLC has requested that the City of Miles City commit to reducing building permit fees, water and sewer connection fees, and reduce the required number of parking spaces per unit, for the proposed Stower Commons Affordable Housing property which is being planned for construction in Miles City;

AND WHEREAS, the City has deemed the request to be appropriate and beneficial to the community;

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

1. The City of Miles City agrees to waive 50% of the building permit fees, 50% of the water and sewer connection fees, and to reduce the required number of parking spaces per unit to 1.5, related to the proposed Stower Commons Affordable Housing property which is being planned for construction in Miles City.
2. The Mayor of the City of Miles City is hereby authorized to execute and deliver the approval letter attached hereto as Exhibit "A," the contents of which are hereby ratified and adopted by the City Council.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 12th DAY OF AUGUST, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk



EXHIBIT "A"

CITY OF MILES CITY

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

Telephone: (406) 234-3462
Fax: (406) 234-2903

August 12, 2014

Alex Burkhalter
Housing Solutions LLC
5014 Elk Hills Ct
Missoula MT 59803

RE: Stower Commons Affordable Housing Property

Dear Mr. Burkhalter:

Please accept this letter as our enthusiastic support of your proposed Stower Commons Affordable Housing Property. We appreciate the time you have spent in Miles City and bringing this project before the city council on July 8th and again on August 12.

Stower Commons will meet a great need in Miles City. Our community is experiencing the effects of the Bakken Oil Development in a big way. Safe, decent and affordable housing has become increasingly difficult to locate for the desperately needed employees of our service, hospitality and retail employers. In the last two years Miles City has seen two new apartment complexes totaling 72 units open, but those who need it most can't afford the rents ranging from \$995 to \$1,695 per month at these properties.

The proposed property is ideally located in Miles City. Grocery/Pharmacy, Miles City Community College, Wal-mart, Banking, Highland Park Elementary, Billings Clinic, and our popular Wibaux Park are all within walking distance, along established streets with sidewalks. Not only are these places able to offer services to the residents, but these and other businesses in the immediate area will provide job opportunities for your residents. In turn, you will provide badly needed homes for these workers.

Miles City recognizes the incredible need for very low to low income housing in our community. We so desire to see this project in our community, that the city council has agreed to reduce the building permit and the water/sewer connection fees by 50% for this project. Further, recognizing that every dollar counts, we are willing to reduce the parking requirement to 1.5 stalls per unit to reduce your land costs. As our economy and community continues to grow, our desire is to see all residents, at all places on the economic ladder, benefit and be able to enjoy safe, decent and affordable housing.

Please contact us with any further questions for needs for your project.

Kindest Regards,

Chris A. Grenz
Mayor

RESOLUTION NO. 3731

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY2013-2014 TO APPROPRIATE UNANTICIPATED EXPENSES TO LIGHTING DISTRICT NO. 202 FUND 2470 FOR MACHINERY AND EQUIPMENT EXPENSES

WHEREAS, the City of Miles City has accumulated unanticipated expenses in Lighting District No. 202 Fund No. 2470 in the sum of \$48.97,

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 \$48.97 to Lighting District No. 202 Fund No. 2470 for machinery and equipment rental;

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. 202 Fund No. 2470,

AND WHEREAS the provisions of §7-6-4006 MCA require a 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. 202 Fund No. 2470 shall be increased in the following amount:

Fund No. 2470-072-430263-533: Lighting District No. 202 Fund No. 2470, (Machinery and Equipment rental), in the sum of \$48.97.

Such increased appropriation shall be made from the following Lighting District No. 202, Fund No. 2470 account:

Account No. 2470-101000: Lighting District No. 202 Fund No. 2470 (Cash) in the amount of \$48.97.

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 26TH day of August, 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 12th DAY OF AUGUST, 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 26th DAY OF AUGUST, 2014.

C. A. GRENZ, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3732

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 EMERGENCY DISASTER FUND 2260 FOR TRANSFERS TO OTHER FUNDS

WHEREAS, the City of Miles City has accumulated unanticipated expenses in Emergency Disaster Fund No. 2260 in the sum of \$1,483.01,

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 \$1,483.01 to Emergency Disaster Fund No. 2260 for transfers to other funds;

AND WHEREAS, such amendment of the Final Budget for Fiscal Year 2013-2014 will result in an overall increase in appropriation authority in Emergency Disaster Fund No. 2260,

AND WHEREAS the provisions of §7-6-4006 MCA require a 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 Emergency Disaster Fund No. 2260 shall be increased in the following amount:

Fund No. 2260-201-521000-820: Emergency Disaster Fund No. 2260 (Transfers to other funds) in the sum of \$1,483.01.

Such increased appropriation shall be made from the following Emergency Disaster, Fund No. 2260 account:

Account No. 2260-101000: Emergency Disaster Fund No. 2260 (Cash) in the amount of \$1,483.01.

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 26th day of August, 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
12TH DAY OF AUGUST, 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 26TH DAY OF AUGUST, 2014.

C. A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3733

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 RETIRED SENIOR VOLUNTEER PROGRAM FUND 2985 FOR VACATION EXPENSES

WHEREAS, the City of Miles City has accumulated unanticipated expenses in Retired Senior Volunteer Program Fund No. 2985 in the sum of \$342.38,

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 \$342.38 to Retired Senior Volunteer Program Fund No.2985 for vacation expenses;

AND WHEREAS, such amendment of the Final Budget for Fiscal Year 2013-2014 will result in an overall increase in appropriation authority in Retired Senior Volunteer Program Fund No. 2985,

AND WHEREAS the provisions of §7-6-4006 MCA require a 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 Retired Senior Volunteer Program Fund No. 2985 shall be increased in the following amount:

Fund No. 2985-015-450330-131: Retired Senior Volunteer Program, Fund No. 2985, (Vacation), in the sum of \$342.38.

Such increased appropriation shall be made from the following Retired Senior Retirement Program, Fund No. 2985 account:

Account No. 2985-101000: Retired Senior Volunteer Program Fund No. 2985 (Cash) in the amount of \$342.38.

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 12th day of August, 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 12th DAY OF AUGUST, 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 26th DAY OF AUGUST, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3734

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 AND MACHINERY/EQUIPMENT EXPENSES

WHEREAS, the City of Miles City has accumulated unanticipated expenses in Lighting District No. 165 Fund No. 2400 in the sum of \$609.13,

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 \$609.13 to Lighting District No. 165 Fund No. 2400 for electrical utility charges, machinery and equipment rental;

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 \$469.83.

Fund No. 2400-046-430263-533: Lighting District No. 165 Fund No. 2400, (Electrical Utilities), in the sum of \$139.30.

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

Account No. 2400-101000: Lighting District No. 165 Fund No. 2400 (Cash) in the amount of \$609.13.

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 12th day of August, 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 12th
DAY OF AUGUST, 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 26th DAY OF AUGUST, 2014.

C. A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3735

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A RENEWABLE RESOURCE GRANT AGREEMENT WITH THE CONSERVATION AND RESOURCE DEVELOPMENT DIVISION OF THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION.

WHEREAS, The City of Miles City has applied for a grant with the Montana Department of Natural Resources and Conservation for a Wastewater System Improvements Project;

AND WHEREAS, the Montana Department of Natural Resources and Conservation has awarded the City a grant in an amount not to exceed \$100,000.00, and requires that the City enter into a Renewable Resource Grant Agreement in order to receive such grant;

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

1. The Mayor of the City of Miles City is hereby empowered and authorized to execute the Renewable Resource Grant Agreement 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 Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 12th DAY OF AUGUST, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT "A"

3735

**RENEWABLE RESOURCE GRANT AGREEMENT
CONSERVATION AND RESOURCE DEVELOPMENT DIVISION
MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION**

Project Sponsor: City of Miles City

Project Name: Wastewater System Improvements Project-2014

Grant Agreement Number: RRG-15-1632

Declarations

- Section 1. Purpose
- Section 2. Term
- Section 3. DNRC's Role
- Section 4. Project Scope
- Section 5. Project Budget
- Section 6. Availability of Grant Funds
- Section 7. Grant Disbursements
- Section 8. Reports
- Section 9. Records and Audits
- Section 10. Project Monitoring and Access for Inspection and Monitoring
- Section 11. Employment Status and Workers' Compensation
- Section 12. Equal Employment
- Section 13. Indemnity and Liability
- Section 14. Compliance with Applicable Laws
- Section 15. Copyright - Government Right to Use
- Section 16. Failure to Comply
- Section 17. Assignment and Amendment
- Section 18. Montana Law and Venue Section
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Final Report Requirements and Certificates of Final Completion

FOR DNRC USE ONLY

Approved

Maximum amount under this Agreement: \$100,000

Agreement No. RRG-15-1632

-Source of Funds -

Amendment No. _____

<u>Fund Name</u>	<u>Fund No.</u>		
Natural Resource Projects Account	02577		
<u>Subclass</u>	<u>ORG</u>	<u>Percent</u>	
54016	3414111	100%	

Division [Signature]

FSO [Signature]

Legal [Signature]

Appropriation Authority - 63rd Legislature/2013 H.B. 6

MONTANA RENEWABLE RESOURCE GRANT AGREEMENT

THIS GRANT, administered by the Montana Department of Natural Resources and Conservation (DNRC) and funded by the Montana Legislature in House Bill 6, is consistent with the policies, procedures and objectives of the Montana Renewable Resource Grant and Loan Program (MCA Title 85, Chapter 1, Part 6) for the enhancement of Montana's renewable natural resources. This grant is accepted by the City of Miles City, hereinafter referred to as the Project Sponsor and represented by **Chris Grenz, Mayor, P.O. Box 910, Miles City, MT, 59301, 406-234-3462, mayor@milescity-mt.org**, according to the following terms and conditions:

SECTION 1. PURPOSE. The purpose of this Grant Agreement (Agreement) is to establish mutually agreeable terms and conditions, specifications, and requirements to grant funds to the Project Sponsor to design and construct improvements at the existing wastewater treatment facility.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing. The Project Sponsor shall have until **December 31, 2015** to complete the project and work described in Section 4, Project Scope. DNRC may grant an extension for completion upon request and showing of good cause by the Project Sponsor. A request for extension must be submitted to DNRC within 45 days prior to the termination date of this Agreement.

SECTION 3. DNRC's ROLE. DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Renewable Resource Grant and Loan Program. Upon request from the Project Sponsor or its agent, DNRC will explain or clarify the terms and conditions of this Agreement and may provide limited technical assistance. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Project Sponsor's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this grant is **Bob Fischer, P.E. at 406-444-6688, rfischer@mt.gov**; PO Box 201601, Helena, MT 59620-1601. All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC's liaison / designee.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the Renewable Resource Grant Application dated May 15, 2012 are also incorporated herein by this reference.

Plans and specifications for this project shall be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Plans and specifications shall be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Construction shall be in strict accordance with DEQ approved plans and specifications.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. A transfer of funds between budget categories in an amount exceeding 20 percent of the total grant amount must have prior written approval of DNRC.

SECTION 6. AVAILABILITY OF GRANT FUNDS. The Project Sponsor acknowledges and understands that grant funds become available through earnings from certain natural resource based taxes deposited in the natural resources projects state special revenue account. Renewable Resource Grant and Loan Program funds will be released to the extent they are available. Costs incurred prior to this Agreement are not eligible for reimbursement, unless determined by DNRC to be an emergency, but may be counted as match funds upon written approval by DNRC. DNRC may consider an expenditure made prior to the effective date of this Agreement to be an emergency expenditure if it is necessary to protect the imminent loss of life or property; to prevent significant imminent environmental damage; or to prevent the physical failure of a system.

SECTION 7. GRANT DISBURSEMENTS. The Project Sponsor shall submit claims for grant funds to DNRC. Receipts, vendor invoices, inspection certificates and other documentation of costs incurred shall be submitted with the claims. DNRC will verify the claims and check them against the Reports required in Section 8 and the Budget provided in Section 5. DNRC will disburse grant funds to the Project Sponsor upon approval. Reimbursement of Project Sponsor expenditures will only be made for expenses included in the Budget provided in Section 5 and that are clearly and accurately supported by the Project Sponsor's quarterly reports. DNRC may withhold 10 percent of the total authorized grant amount until all the tasks outlined in Section 4 and the Final Report required by Section 8 are completed and approved by DNRC. Total payment for all purposes under this Agreement shall not exceed **\$100,000**.

Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after expiration of this Agreement to receive payment.

SECTION 8. REPORTS. The Project Sponsor is responsible for submitting quarterly updates, a final report, and a signed Certificate of Compliance at project completion. Pictures of the project before, during and after construction will be provided electronically by email to the DNRC liaison upon request. Because images may be used for publicity as well as project documentation, the project sponsor must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT – GOVERNMENT RIGHT TO USE.

8.1 Quarterly progress reports for the periods ending each March, June, September and December shall be submitted to the DNRC liaison during the term of this Agreement. Reports will include: a description of activities conducted during the quarter, costs incurred, funds remaining, percent complete of the total project, and anticipated changes in project scope, schedule or budget. The Project Sponsor shall report on total project costs including those funded by the Project Sponsor and other matching funds. Significant problems encountered shall be noted and necessary scope and/or time line modifications requested

Quarterly reports must be submitted to the DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly report has not been approved or if there is a delinquent report.

8.2 The Project Sponsor will submit a final report upon project completion. Final disbursement of grant funds is contingent upon DNRC receipt and approval of a signed Certificate of Completion and a report that meets requirements described in Attachment C.

SECTION 9. RECORDS AND AUDITS. The Project Sponsor will maintain appropriate and adequate records showing complete entries of all receipts, disbursements and other transactions relating to the project. DNRC, the Legislative Audit Division, or the Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents that the Project Sponsor maintains under or in the course of this Agreement to ensure compliance with its terms and conditions.

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. DNRC or its agents may monitor and inspect all phases and aspects of the Project Sponsor's performance to determine compliance with this Agreement, including the adequacy of records and accounts. DNRC may present specific areas of concern to the Project Sponsor providing the Project Sponsor the opportunity to better accomplish the goals and objectives of the Agreement and conditions of this Agreement.

Because this grant is from public funds, the Project Sponsor shall accommodate requests for public access to the site and records with due consideration for safety, private property rights, and convenience of everyone involved.

SECTION 11. EMPLOYMENT STATUS AND WORKERS' COMPENSATION. The project is for the benefit of the Project Sponsor. DNRC is not an owner or general contractor for the project and DNRC does not control the work activities or work-site of the Project Sponsor or any contractors that might be engaged for completion of the project.

The Project Sponsor is independent from and is not an employee, officer or agent of the State of Montana or DNRC. The Project Sponsor, its employees and contractors are not covered by the Workers' Compensation laws applicable to DNRC as an employer. The Project Sponsor is responsible for making sure that its employees are covered by Workers' Compensation Insurance and that its contractors are in compliance with the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. Any hiring of employees under this Agreement shall be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, or political belief. "Qualifications" mean qualifications as are generally related to competent performance of the particular occupational task.

SECTION 13. INDEMNITY AND LIABILITY. The Project Sponsor shall defend, indemnify and hold harmless DNRC and the State of Montana and its agents from and against any and all claims, demands, or actions for damages to property or injury to persons or other damages to persons or entities arising out of or resulting from the performance of the work or services funded by this grant. This Agreement is not intended to relieve a liable party of financial or legal responsibility.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules and ordinances.

14.1. It shall be the Project Sponsor's responsibility to obtain all permits, licenses or authorizations that may be required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project and to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (85-2-302(1), MCA), Change in Appropriation Right Authorization (85-2-402(1)(a),MCA) or other requirement under the Montana Water Use Act that may apply; 310 permitting requirements; or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of a grant or by grantee entering into this Agreement shall not be taken to imply that any required permits or authorizations issued by DNRC or other state, federal or local agency will be approved.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state government purposes.

SECTION 16. FAILURE TO COMPLY. If the Project Sponsor fails to comply with the terms and conditions of this Agreement, or reasonable directives or orders from DNRC, DNRC may terminate the Agreement. and refuse disbursement of any additional funds from this grant.. Such termination will become a consideration in any future application for grants from the Renewable Resource Grant and Loan Program.

SECTION 17. ASSIGNMENT AND AMENDMENT. This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of the Agreement.

SECTION 18. MONTANA LAW AND VENUE. Any action brought by any party to this Agreement that is based on enforcement or performance under this Agreement or interpretation of any term or condition of this Agreement, shall be governed by the laws of the State of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana.

The Project Sponsor and Grantee hereby accepts this grant according to the above terms and conditions.

I hereby certify that the information and all statements in the grant application are true, complete and accurate to the best of my knowledge and that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that this project will comply with applicable statutory and regulatory standards. I further certify that I am authorized to enter into and sign a binding agreement with the Department of Natural Resources and Conservation.

By: Chris Grenz
(signature)

Date 8/5/14

Print name and title: CHRIS GRENZ MAYOR

For: City of Miles City

Tax ID Number: 81-6001292

By: _____

Date _____

For: The Montana Department of Natural Resources and Conservation

Attachment A – Scope of Work

Background:

The City of Miles City operates a mechanical wastewater treatment plant that was constructed in 1980 and must be upgraded in order to meet current effluent discharge permitting and sludge handling requirements. To meet current effluent discharge requirements, the City plans to upgrade its existing facility. Planned improvements include sludge treatment and handling improvements and an effluent disinfection facility.

Scope of Work:

Tasks to be completed within the scope of this project included the following:

1. Construction of a second aerobic digester in order to meet standards for Class B biosolids;
2. The construction of a sludge storage facility; and
3. The addition of sludge treatment and handling equipment including a composting facility.

All work must be completed in strict accordance with plans and specifications prepared by a registered professional engineer qualified and competent in the design and construction of the associated work.

Schedule:

The project is currently being designed and construction is scheduled to begin in 2015 and to be complete by the end of 2016.

Attachment B – Budget

	DNRC Grant	Match Funding	Total
Administration (Includes Bond Reserve)		\$ 619,000	\$ 619,000
Professional/Technical			
Design Engineering	\$ 50,000	\$ 331,500	\$ 381,500
Construction Engineering		\$ 381,500	\$ 381,500
Construction			
Construction	\$ 50,000	\$4,950,000	\$5,000,000
Contingency		<u>\$ 494,000</u>	<u>\$ 494,000</u>
Total	\$100,000	\$6,776,000	\$6,876,000

Summary of Matching Funds

Treasure State Endowment Program Grant	\$ 500,000
State Revolving Fund Loan	<u>\$6,276,000</u>
Total	\$6,776,000

Attachment C

Final Report Information Requirements

The Project Sponsor will submit one hard copy and one electronic copy (in pdf format) of the final report to DNRC upon project completion. Final disbursement of grant funds is contingent upon DNRC receipt and approval of a final report that meets requirements described in this Attachment.

At a minimum, the final report must describe the purpose and location of the grant, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project benefited and/or developed renewable resources, and current project status.

The project sponsor is not required to use the suggested format in this attachment but must include the information listed below. A good final report will use photos, maps, charts and narrative to present information. The final report for this project may be posted on the DNRC website.

1. Title Page:

- A. Grantee's name, address and telephone numbers.
- B. DNRC contract number
- C. Name, address, and telephone numbers of other contacts if the primary contact is not available.
- D. Funding: total project cost and amount of grant.
- E. State where copies of the report may be obtained. (An email address or website is acceptable).

2. **Introduction:** Describe the project history, location and purpose. Provide a map.

3. Discussion and Results:

- A. Describe how project goals and tasks identified in the contract agreement were completed:
 - Describe how each task listed in the contracted scope of work was accomplished. Provide details (for example, if trees were planted as an erosion control measure, state how many, the tree species, the age or size of trees, and location of the plantings).
 - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above.
 - Provide an explanation for contracted tasks that were not completed.
 - Describe any out-of-scope work
- B. Summarize any problems encountered and solutions adopted. What would you do differently?

4. Renewable Resource and Public Benefits:

List the anticipated overall benefits of the project as stated in the grant application. Were these benefits realized? If not, explain why.

5. Grant Administration & Project Costs

- A. Budget: Include a summary of how project funds were spent by budget category and source of funding. Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
- B. Identify the matching funds that were to be spent according the Grant Agreement. Document that these funds were spent. If not all matching funds were spent, explain why.

6. Project Completion and Certification (provide only the applicable information below for your project)

- A. Project Sponsor's Certificate of Compliance.
- B. As Built Drawings if requested by the Department
- C. Engineer's Statement of Final Completion (if applicable)

FINAL REPORT
STATEMENT OF COMPLETION

Project Sponsor: City of Miles City

Name of Project: Wastewater System Improvements Project-2014

I, _____, (enter name of Project Engineer) a Registered Professional Engineer in the State of Montana, license number _____, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

(Name)

P.E. Number

(Signature)

Date

(Name of firm)

(Address of firm)

FINAL REPORT
CERTIFICATE OF COMPLIANCE

Project Sponsor: RRG-15-1632

Name of Project: Wastewater System Improvements Project-2014

I, the undersigned, being duly qualified, respectfully, of the City of Miles City, in the County of Custer, State of Montana, do hereby certify that the above-named project is in full compliance with all of the covenants and conditions set forth in Grant Agreement Number RRG-15-1632 between the City of Miles City and the State of Montana, Department of Natural Resources and Conservation.

Authorized Signature

Date

RESOLUTION NO. 3736

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH KADRMAS, LEE & JACKSON, INC., A NORTH DAKOTA CORPORATION.

WHEREAS, The City of Miles City has retained the engineering services of Kadrmas, Lee & Jackson, Inc. (KLJ) to provide engineering services to the City;

AND WHEREAS, the City wishes to engage KLJ to provide engineering services related to the Tongue River 14" Water Main Crossing Project;

AND WHEREAS, KLJ has provided the City with a written agreement setting forth the duties and responsibilities of the parties

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

1. The "Agreement To Furnish Engineering Services To City Of Miles City, Montana For Tongue River 14-Inch Water Main Crossing Project," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 12th DAY OF AUGUST, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT "A"



AGREEMENT TO FURNISH ENGINEERING SERVICES to

CITY OF MILES CITY, MONTANA
for

TONGUE RIVER 14-INCH WATER MAIN CROSSING PROJECT

This Contract is subject to arbitration pursuant to the
Uniform Arbitration Act, MCA Title 27, Chapter 5.

For the consideration hereinafter set forth, Kadrmas, Lee & Jackson, Inc. (hereinafter referred to as the Engineer) agrees to provide engineering and related services as described herein to CITY OF MILES CITY, MONTANA (hereinafter referred to as the Owner or the City) for a project generally described as follows (hereinafter the Project):

Tongue River 14-Inch Water Main Crossing Project. These services may include preliminary engineering, design engineering, bid phase services, construction phase services and construction observation.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to provide engineering and related services for the Owner's Project. Anticipated services include preliminary engineering, specifications, contract negotiation assistance, and engineering services during construction.

The services to be provided, and the compensation for such services, shall be as mutually agreed to. Attachment 1, which by this reference is made a part of this Contract, outlines the initial scope of services undertaken, subject to future Amendments. Each specific service provided by the Engineer is listed and the maximum amount that the City will pay for each of these services is shown in Attachment 2. Future Amendments will be executed by both parties. Unless otherwise indicated in future Amendments, execution of an Amendment by the Owner shall constitute notice to and authorization for the Engineer to proceed with the services enumerated in the Amendment.

ARTICLE 2. BASIS OF COMPENSATION

A. COMPENSATION

As a consideration for providing the services covered under this Agreement, the Owner shall pay the Engineer a lump sum fee or the Engineer's current salary cost, overhead, and direct costs, plus a fixed fee, whichever is appropriate, as described in Attachment 2 or future Amendments.

B. BUDGET

The budget for the Scope of Services as established in Attachment 2 and each Amendment shall be negotiated by the parties at the time each service is authorized.



C. CHANGE OF SCOPE

The Scope of Services and its related budget for each service shall be limited to the scope and budget so contained therein. Changes in the indicated Scope of Services shall be subject to renegotiation and shall be implemented by a formal amendment to this agreement.

D. BASIS OF COSTS

The budgets listed in Attachment 2 are based on salaries and expenses estimated for completing the work in the time frames indicated in the Attachment. Should the services scheduled be delayed because of circumstances beyond the control of the Engineer, the basis of payment will be renegotiated to provide for additional costs of service.

E. ADDITIONAL SERVICES

Additional services not specified in Article 1, but subsequently requested by the Owner, shall be included in an appropriate Amendment and shall be written for the additional services.

F. ALTERNATIVE DESIGNS

If the Owner directs that competitive bids be taken for construction of alternative designs where this involves the preparation of designs, drawings, and specifications for alternative facilities not previously agreed to, the compensation to the Engineer shall be on the basis of an additional payment to be mutually negotiated at the time the Owner directs that alternative designs, drawings, and specifications be prepared.

G. LITIGATION ASSISTANCE

Engineer will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event Engineer is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Owner shall reimburse Engineer for its costs and compensate Engineer at its than standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

ARTICLE 3. PAYMENT FOR SERVICES

Payment to the Engineer, as prescribed in Article 2, shall be made as follows:

A. PAYMENT FOR SERVICES

Payment is due within 30 days after receipt of billing of the amount due for each service rendered.

B. INTEREST

If payment of the amounts due or any portion thereof is not made as prescribed above, interest on the unpaid balance will accrue at the rate of one percent (1%) per month and



become due and payable at the time said overdue payments are made, unless delay in payment is due to improper, contested, or inadequate billing procedures followed by the Engineer. In the event of disputed or contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with the payment provision outlined herein.

ARTICLE 4. OBLIGATIONS OF THE ENGINEER

A. AUTHORIZATION TO PROCEED

The Engineer will not begin work on any of the services listed in Article 1 until the Owner directs him to proceed. Authorization to proceed on work elements under this Agreement as to scope, cost, and time for completion shall be in the form of an Amendment as previously described.

B. EXISTING SITE CONDITIONS

The Engineer shall make reasonable inquiry and investigation to determine existing site conditions. Provided, however, Engineer does not guarantee or warrant existing site conditions and shall not be required to execute any document by which Engineer warrants or guarantees such conditions.

C. ROLE OF THE ENGINEER ON-SITE

If the Scope of Services provide for the Engineer to conduct on-site inspection, Engineer shall provide competent, trained personnel to provide such inspection. Engineer shall provide such inspection in a reasonably competent manner, with a duty to the Owner to reasonably require the contractors to construct the project in accordance with the project plans, with materials conforming to the project specifications, and in compliance with all Contract Documents and applicable laws and regulations. If the Scope of Services provides only for part-time inspection, the Engineer's duty hereunder will be based on what was observed or observable during the periods or the processes for which the Scope of Services provided for inspection. Unless the City designates to Engineer, in writing, otherwise, all inspection service is on a full-time basis.

The Engineer shall promptly notify the Contractor and Owner in writing of any work items observed which do not conform to the Contract Documents, and, if necessary or advisable to assure the quality of the project, immediately inform the Owner of the situation and require that the Contractor bring the work into conformity with the Contract Documents.

The duty of the Engineer hereunder, shall not relieve any contractor from its duty to construct the project in accordance with the project plans, with materials conforming to the project specifications, and in compliance with all applicable laws and regulations, and shall not create any duty of the Engineer to the contractors, the duty of inspection being a duty owed by the Engineer solely to the Owner.

Unless the Scope of Services specifically so provide, the Engineer shall not be responsible for assuring compliance by the contractors with safety precautions and programs incident to the contractors' work in progress.



Engineer shall not be responsible for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of the Engineer.

D. SELECTION OF ON-SITE REPRESENTATIVE

The Owner reserves the right to review and approve the qualifications of the Engineer's on-site representative personnel. The Owner may request to interview the Engineer's on-site representative personnel prior to giving final approval.

E. ON-SITE REPRESENTATIVE

The Engineer's on-site representative personnel will make all reasonable efforts to guard the Owner against defects and deficiencies in the work of the contractors and to determine if the provisions of the Contract Documents are being fulfilled. The on-site representative will:

1. Coordinate material testing requirements at the interval specified in the Contract Documents.
2. Verify that the material and/or equipment being installed matches the approved submittals.
3. Verify that the installation of equipment and/or materials appears to meet the requirements as shown in the Contract Documents.
4. Be present for, record events, and collect data during start-up of equipment and/or systems.
5. Interpret material testing results and reports from independent testing laboratories and/or manufacturer's reports.
6. Give prompt written notice to the Contractor and City of defective work, or work which does not conform to the Contract Documents.
7. Provide frequent written project status reports detailing the six items listed above, work schedules, and any concerns pertinent to the project.

F. OPINIONS OF PROBABLE CONSTRUCTION COSTS

Engineer's opinion of probable construction cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. It is the goal of the Engineer to provide accurate cost estimates based on past or similar projects and the Engineer's knowledge of construction. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable



construction cost prepared by Engineer. If Owner wishes greater assurance as to probable construction cost, Owner shall employ an independent cost estimator.

G. CONSTRUCTION PROGRESS PAYMENTS

The Engineer's recommendations to Owner for periodic construction progress payments shall be based upon Engineer's reasonable determination, based upon knowledge, information, selective sampling, and observation that the work has progressed to the point that such payment is required under the Contract Documents and that the work for which payment is recommended is in substantial compliance with the Contract Documents. Recommendation for partial payment will be made based on the Engineer's measured quantities and visual examination of the work. Such recommendations, however, shall not be deemed to represent that continuous, exhaustive, or detailed examinations or reviews of the work have been made by the Engineer to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents nor that the final work will be acceptable in all respects. Recommendation of such payment does not infer that the Engineer has made an examination to ascertain how or for what purpose any construction Contractor has used the moneys paid on account of the Contract Price or that title to any of the work, materials, or equipment has passed to Owner free and clear of liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

H. STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the State of Montana. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

I. RECORD DRAWINGS

Record drawings will be prepared, in part, on the basis of information compiled and furnished by others and are not intended to represent all detail. The exact location or type of various components will be located by GPS or similar method. The Engineer will not be responsible for any errors or omissions that have been incorporated into the record drawings through the negligence or faulty information of others.

J. CONFIDENTIAL INFORMATION

Although Engineer generally will not disclose without Owner's consent information provided by Owner or developed by Engineer in the course of its services and designated by Owner as confidential, Engineer shall not be liable for disclosing such information if it in good faith believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public. Engineer shall notify Owner of any such disclosure.



K. CONFLICT OF INTEREST

The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project which would conflict in any manner or degree with the performance of its services hereunder. The Engineer further covenants that, in performing this Contract, it will employ no person who has any such interest.

L. LIAISON

The City's designated liaison with the Engineer is Allen Kelm. The Engineer's designated liaison with the City is Doug Whitney.

M. REPORTS AND INFORMATION

The Engineer will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or its authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the City.

N. ACCESS TO RECORDS

It is expressly understood that the Engineer's records relating to this Contract will be available during normal business hours for inspection by the City, by the agency or financial institution providing funding for the project, and, when required by law, the federal Office of the Inspector General, or Montana Legislative Auditor.

O. PRECONSTRUCTION CONFERENCE

After the construction contract(s) for the project contemplated by this Contract have been awarded, but before the start of construction, a conference will be held for the purpose of familiarizing the successful bidder with the federal and State requirements which apply to projects funded in whole or in part through any governmental agency. Additionally, discussions will take place on such matters as project supervision, coordination with city or county officials, on-site inspections, progress schedules and reports, payrolls, payments to contractors, contract change orders, insurance, safety and other items pertinent to the project. The Engineer may be responsible for conducting this conference.

P. INDEPENDENT CONTRACTOR

It is understood by the parties hereto that the Engineer is an independent contractor and as such neither it nor its employees, if any, are employees of the City for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to §39-71-401, MCA, the Engineer has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder.



ARTICLE 5. OBLIGATIONS OF THE OWNER

A. AUTHORIZATION TO PROCEED

Authorize the Engineer to proceed prior to the Engineer starting work on any of the services listed in Article 1 by executing this Agreement and future Amendments.

B. OWNER'S REPRESENTATIVE

Designate a person to act as Owner's representative with respect to the services to be performed or furnished by Engineer under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for this Project.

C. PROJECT REQUIREMENTS

Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.

D. OWNER-FURNISHED DATA

Provide to the Engineer all technical data in the Owner's possession, including previous reports, maps, surveys, borings, and all other information required by the Engineer and relating to the Engineer's work on the project. Such information shall include, but not be limited to, the Owner's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards that Owner requires to be included. Engineer may rely upon the accuracy, time lines, and completeness of the information provided by the Owner in performing Engineer's services to the Owner.

E. ACCESS TO FACILITIES AND PROPERTY

Make its system facilities and properties available and accessible for inspection by the Engineer and provide labor and safety equipment as required by the Engineer and as authorized by Owner.

F. ADVERTISEMENTS, PERMITS, AND ACCESS

Pay all costs and be responsible for publishing advertisements for bids and for obtaining permits and licenses that may be required by local, state, or federal authorities and shall secure the necessary land, easements, and rights-of-way, and shall provide access as necessary for the Engineer to perform his services on public or private property as required, unless as otherwise specified herein.

G. TIMELY REVIEW

The Owner shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtain advice of an attorney,



insurance counselor, accountant, auditor, and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as to not delay the services of Engineer.

H. PROMPT NOTICE

The Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services or any defect in the work of the Engineer or Contractors.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. FORCE MAJEURE

Engineer shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Owner or its contractors, failure of Owner or any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond Engineer's reasonable control, and Engineer's compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay.

B. INDEMNIFICATION

The Engineer waives any and all claims and recourse against the City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Engineer's performance of this contract except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the Engineer will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's performance of this Contract except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.

C. NON DISCRIMINATION PROVISION

The Engineer hereby declares that 1) all hiring is done on the basis or merit and qualifications and 2) that there is no discrimination by the persons performing this contract on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

D. LEVEL OF ENGINEERING EFFORT

The Owner and Engineer recognize that established compensation schedules and cost guidelines, plus previous experience and estimates of work efforts, were used in negotiating the basis of compensation in this Agreement. The Owner and Engineer further recognize that it is cost-prohibitive to the Owner to expect or require an absence of construction Contract Change Orders because of Contract Document ambiguities, inconsistencies, and/or discrepancies on a project of this type. Said guidelines and estimates and resulting basis of compensation, therefore, reflect a generally recognized level of engineering effort and professional competence that represent a balance between



additional project costs directly attributable to said Change Orders and the necessary additional engineering changes to minimize or eliminate said Change Orders.

E. TERMINATION

(a) Termination for convenience of Owner

This Agreement may be terminated by the Owner for its convenience by giving 30 days written notice to the Engineer.

(b) Termination due to loss of funding

This Contract will terminate, in whole or in part, at the discretion of the City in the event that the grant funding for the project is reduced or terminated so as to prevent the City from paying the Engineer with grant funds. In this event, the City will give the Engineer advance written notice which sets forth the effective date of the termination and explain that the termination is due to a loss or reduction of the grant.

(c) Termination for cause

- (i) If the City determines that the Engineer has failed to comply with the terms and conditions of the Contract, it may terminate this Contract in whole or in part at any time before the date of completion. If the Engineer fails to comply with any of the terms and conditions of this Contract, the City may give notice, in writing, to the Engineer of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period to be specified in the notice, City may, with no further notice, declare this Contract to be terminated. The Engineer will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the City by reason of the Engineer's failure to comply with this Contract.
- (ii) Notwithstanding the above, the Engineer is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Engineer, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due the City from the Engineer are determined.

In the event of termination, the Engineer shall be paid in full for all work previously authorized and performed up to the termination date.

F. CONDITIONAL AGREEMENT

It is expressly understood by the parties hereto that this Contract is dependent and conditioned upon the receipt by the City of grant funds from governmental agencies and that in the event that said funds are not provided, the City incurs no responsibilities or liabilities under this Contract.



G. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The Owner may suspend, delay, or interrupt the work of the Engineer on the project for the convenience of the Owner or for reasons beyond the control of the Owner or Engineer.

In the event of such suspension, delay, or interruption, an adjustment in compensation due the Engineer shall be made for all increases in cost of the Engineer's performance under this Agreement, including personnel relocation and/or replacement costs, and all other identifiable labor and expense costs.

H. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

I. VENUE

In the event of litigation concerning this Agreement, venue shall be in the Sixteenth Judicial District in and for the County of Custer, Montana, and this Agreement shall be governed by the laws of the State of Montana both as to interpretation and performance.

ARTICLE 7. GENERAL PROVISIONS

A. ACCESS TO DOCUMENTS

It is expressly understood that the Engineer's records relating to this Agreement will be available during normal business hours for inspection by the Owner, or authorized representative of the above.

B. OWNERSHIP AND PUBLICATION OF MATERIALS.

All reports, information, data, and other materials prepared by the Engineer pursuant to this Contract are to be the property of the City and the agency or agencies providing grant funding for the project, which have exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer. No material produced in whole or part under this Contract shall be subject to copyright or patent in the United States or in any other country without the prior written permission of the City and the agency or agencies providing grant funding for the project.

C. ELECTRONIC TRANSFER OF DOCUMENTS

The Engineer will furnish to the Owner, upon request, drawings in electronic media (disk) format. Copies of documents that may be relied upon by Owner are limited to the printed copies also known as hard copies that are signed and sealed by the Engineer. Plot files in electronic media format of text, data, graphics, or of other types that are furnished by



the Engineer to the Owner, are only for the convenience of the Owner and others. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60-days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by the Owner.

When transferring documents in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of this project.

D. DISPUTE RESOLUTION

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by an independent party agreed to by the Owner and Engineer prior to either of them initiating against the other a demand for arbitration.

All disputes between Owner and Engineer not resolved by mediation will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing law of any court having jurisdiction.

Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

E. LEGAL FEES.

In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit or by alternative dispute resolution processes.



ARTICLE 8. DESCRIPTION AND SIGNATURES

A. AGREEMENT DESCRIPTION; PROHIBITION OF ASSIGNMENT OR SUBCONTRACTING

This Agreement (consisting of pages 1 to 12 inclusive; including Attachment 1, pages 1 to 3, inclusive; including Attachment 2, inclusive; constitute the entire Agreement between the Owner and the Engineer and supersedes all prior written or oral understandings. No statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Engineer may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City. Any subcontract or assignee will be bound by the terms and conditions of this contract.

DATED this _____ day of _____, 2014.

MILES CITY, MONTANA

By: _____
Chris Grenz, Mayor

Kadrmas, Lee & Jackson, Inc.

By: _____
Carl Jackson, Office Manager

RESOLUTION NO. 3737

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MILES CITY AND M&L ENTERPRISES INC., A MONTANA CORPORATION, FOR THE INSTALLATION OF CURB, GUTTER, AND GRAVEL WORK FOR CERTAIN PORTIONS OF ARROWHEAD DRIVE.

WHEREAS, the City of Miles City has formed Special Improvement District No. 211 which, as revised, calls for the paving of certain portions of Arrowhead Lane in the Southgate Meadows subdivision;

AND WHEREAS M&L Enterprises Inc. is developing certain lots adjacent to Arrowhead Drive, and has agreed to install curb and gutter, and to complete gravel work in preparation of paving in the spring of 2015;

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

1. The Agreement between the City of Miles City, Montana and M&L Enterprises Inc., a Montana Corporation, attached hereto as Exhibit "A", and made a part hereof, is hereby approved.
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 bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Building Inspection/Code Services Contract and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 12th DAY OF AUGUST, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit "A"

AGREEMENT

This agreement entered into on this ___ day of _____, 2014, between the **CITY OF MILES CITY**, a municipal corporation of the State of Montana, hereby called the "City," and **M&L ENTERPRISES**, a Montana corporation, of City of Miles City, Montana, herein called "M&L."

FOR GOOD AND VALUABLE CONSIDERATION, the parties hereto agree as follows:

1. **SCOPE OF WORK.** M&L shall install, at its sole expense, to include all necessary materials to complete the work set forth herein, and to specifications provided by the Public Works Director of the City of Miles City, all necessary curb and gutter, as well as gravel work in preparation for street paving, of approximately 775 linear feet of Arrowhead Lane, located in Blocks 3 and 6 of the Southgate Meadows Subdivision, and being the same road which is subject to Special Improvement District No. 211, with such work being completed prior to October 31, 2014. M&L shall also provide all gravel prep work required prior to the paving of Arrowhead Lane in the spring of 2015, to be completed within five (5) working days of any request by the City.
2. **APPROVAL OF WORK PERFORMED.** All work performed under this Agreement, in each phase, shall be completed to the satisfaction of the Public Works Director of the City of Miles City, and subject to his final approval. Gravel prep work prior to paving shall also be completed to the satisfaction of the paving contractor retained by the City to complete the paving of said street in SID #211.
3. **ATTORNEY FEES AND COSTS.** Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing this Agreement or any provision hereunder, or protecting its rights and interest hereunder, the other or unsuccessful party shall be responsible for paying reasonable attorney fees, court costs, and other reasonable expense incurred by the prevailing party.
4. **INSURANCE.** All persons or entities performing work under this Agreement shall be bonded in an amount not less than the value of the improvements being completed, and shall carry a policy of commercial general liability insurance in an amount not less than \$750,000 per claim, \$1,500,000 per occurrence.
5. **HOLD HARMLESS AND INDEMNIFICATION.** M&L agrees to indemnify, defend and hold harmless the City, its employees, agents, members, successors and assigns, from

and against any and all damage, claim, liability, or loss, including reasonable attorneys and other fees, arising out of, or in any way connected to the work being performed hereunder by M&L, its agents, employees or subcontractors. Such duty of indemnification shall include, but not to be limited to, damage, liability or loss pursuant to all local, state and federal environmental laws and regulations, strict liability and common law.

6. TIME IS OF THE ESSENCE. Time shall be a material term of this Agreement.

CITY OF MILES CITY

M&L ENTERPRISES INC.

By: C.A. Grenz
Mayor of Miles City

By:
Title:

ATTEST:

Lorrie Pearce
City Clerk

RESOLUTION NO. 3738

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF CUSTER COUNTY, MONTANA, AND THE SCHOOL BOARD OF TRUSTEES, MILES CITY UNIFIED SCHOOL DISTRICT, FOR THE FUNDING OF A SCHOOL RESOURCE OFFICER FOR FY 2014-2015.

WHEREAS, the City Council desires to enter into an agreement with the County of Custer County, Montana and the School Board of Trustees, Miles City Unified School District, to provide for the funding of a School Resource Officer (SRO) for the Miles City public schools;

AND WHEREAS, it is in the best interest of the children who are enrolled in the school district to have an SRO present in the schools;

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

1. The Agreement to Fund a School Resource Officer for FY 2014-2015, 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 12th DAY OF AUGUST, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit "A"

**AGREEMENT TO FUND A SCHOOL RESOURCE OFFICER
FOR FY 2014-2015**

WHEREAS, the City of Miles City, Montana, hereinafter "City"; the County of Custer County, Montana, hereinafter "County"; and the School Board of Trustees, Miles City Unified School District, hereinafter "District", desire to provide law enforcement services to the Miles City public schools;

AND WHEREAS, it is in the best interest of the children who are enrolled in the school district to have a School Resource Officer present in the schools;

AND WHEREAS, the parties hereto wish to enter into an agreement which sets forth the funding, and other necessary details, of such School Resource Officer for FY 2014-2015;

NOW THEREFORE, the parties hereto agree as follows:

1. SCHOOL RESOURCE OFFICER. The City, by and through its Chief of Police, shall provide a School Resource Officer (SRO) for the nine (9) month school year which falls within FY 2014-2015. The SRO shall be certified by the State of Montana as a law enforcement officer, shall be current in all necessary certifications and qualifications, and shall be an officer in good standing with the Miles City Police Department.

2. FUNDING OF SCHOOL RESOURCE OFFICER. The salary, benefits and associated employment expenses of a City police officer to act as a SRO is anticipated to cost the City approximately Fifty Four Thousand Four Hundred Six Dollars (\$54,406.00), for the nine (9) month school year falling within FY 2014-2015. The Montana Department of Transportation has awarded a grant for a project named "Garfield School SRTS FY15," from which Two Thousand Dollars (\$2,000.00) is being applied to the funding of the SRO. The remaining amount of \$52,406.00 shall be paid as follows:

- a. The City shall be responsible for 1/3 of the remaining amount, or approximately \$17,468.67;
- b. The County shall be responsible for paying \$15,947.70, being the available grant money which the County has remaining to fund the SRO;
- c. The District shall be responsible for paying the remaining amount of \$18,989.62.

3. EMPLOYMENT STATUS OF SRO. The SRO shall remain an employee of the City, and shall not be considered an employee of the County or the District. The SRO shall remain responsive to the chain of command of the Miles City Police Department.

4. GOOD FAITH. The City, County and District agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the District and the Chief of Police whenever possible.

DATED this _____ day of August, 2014.

CITY OF MILES CITY, MONTANA

COUNTY OF CUSTER COUNTY, MONTANA

C.A. Grenz, Mayor

Keith Holmlund, Commissioner

ATTEST:

Vicki Hamilton, Commissioner

Lorrie Pearce, City Clerk

Kevin Krausz, Commissioner

SCHOOL BOARD OF TRUSTEES, MILES CITY UNIFIED SCHOOL DISTRICT

Keith Campbell, Superintendent of Schools

08/08/14
10:31:41

CITY OF MILES CITY
Claim Details
For the Accounting Period: 7/14

Page: 1 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
124141	74324S	4009 PITNEY BOWES RESERVE ACCOUNT		1,000.00					
1	122011	06/30/14 POSTAGE		1,000.00			1000 3 410500	311	101000
		2167726							
124194	74469S	700 CUSTER COUNTY WATER & SEWER		12,196.70					
1	07/31/14	WATER, SEWER COLLECTIONS		12,196.70			7980 211020		101000
124195	74470S	368 TUMBLEWOOD DEVELOPMENT INC		2,750.00					
1	84 07/31/14	SANITARIAN CONTRACT SERV		2,750.00			2270 37 440140	350	101000
124196	74471S	1535 LUCAS & TONN PC		2,723.00					
1	0713 07/31/14	WESTLAW SERVICE		100.00			1000 4 411100	350	101000
2	0713 07/31/14	SHAWN QUINLAN LEGAL SERV: JULY		2,623.00			1000 4 411100	350	101000
124197	74472S	4022 MARILYNN FORMAN		575.00					
1	0713 07/31/14	PD CLEANING SERVICES		350.00		18279	1000 5 420140	350	101000
2	0713 07/31/14	CLEAN CITY SHOP		225.00		18591	6040 910 430220	360	101000
124201	74333S	1721 MID RIVERS TELEPHONE CORP		2,987.04					
		JULY 1, 2014 BILL							
1	07/30/14	TELEPHONE/INTERNET/CABLE/Judge		0.00			1000 6 410300	345	101000
2	07/30/14	TELEPHONE/INTERNET/CABLE/Judge		0.00			1000 6 410300	347	101000
3	07/30/14	TELEPHONE/INTERNET/CABLE/Libry		49.98			2220 16 460100	345	101000
4	07/30/14	TELEPHONE/INTERNET/CABLE/Libry		94.50			2220 16 460100	347	101000
5	07/30/14	TELEPHONE/INTERNET/CABLE/SmPol		73.94			1000 14 460445	345	101000
6	07/30/14	TELEPHONE/INTERNET/CABLE/ 911		287.20			2850 105 420140	345	101000
8	07/30/14	TELEPHONE/INTERNET/CABLE/child		100.60			1000 5 420140	220	101000
9	07/30/14	TELEPHONE/INTERNET/CABLE/rsvp		128.86*			2985 15 450300	345	101004
10	07/30/14	TELEPHONE/INTERNET/CABLE/Airpt		92.96			5610 87 430300	345	101000
11	07/30/14	TELEPHONE/INTERNET/CABLE/Airpt		50.60			5610 87 430300	319	101000
12	07/30/14	TELEPHONE/INTERNET/CABLE/Airpt		40.74			5610 87 430300	347	101000
14	07/30/14	TELEPHONE/INTERNET/CABLE/mayor		28.77			1000 1 410200	345	101000
15	07/30/14	TELEPHONE/INTERNET/CABLE/fin		50.30			1000 3 410500	345	101000
16	07/30/14	TELEPHONE/INTERNET/CABLE/fin		19.52			1000 3 410500	347	101000
17	07/30/14	TELEPHONE/INTERNET/CABLE/atny		2.41			1000 4 411100	345	101000
18	07/30/14	TELEPHONE/INTERNET/CABLE/pd		310.80			1000 5 420140	345	101000
19	07/30/14	TELEPHONE/INTERNET/CABLE/pd		65.60			1000 5 420140	347	101000
20	07/30/14	TELEPHONE/INTERNET/CABLE/disp		308.98			1000 5 420160	345	101000
21	07/30/14	TELEPHONE/INTERNET/CABLE/fire		159.61			1000 7 420460	345	101000
22	07/30/14	TELEPHONE/INTERNET/CABLE/fire		135.60			1000 7 420460	347	101000
23	07/30/14	TELEPHONE/INTERNET/CABLE/tres		2.41			1000 9 410540	345	101000
24	07/30/14	TELEPHONE/INTERNET/CABLE/park		38.47			1000 13 460433	345	101000
25	07/30/14	TELEPHONE/INTERNET/CABLE/park		37.60			1000 13 460433	347	101000
26	07/30/14	TELEPHONE/INTERNET/CABLE/Actr		40.03			1000 21 440600	345	101000
27	07/30/14	TELEPHONE/INTERNET/CABLE/plng		75.34			1000 36 411020	345	101000
28	07/30/14	TELEPHONE/INTERNET/CABLE/bldg		26.36			2394 18 420531	345	101000

08/08/14
10:31:41

CITY OF MILES CITY
Claim Details
For the Accounting Period: 7/14

Page: 2 of 19
Report ID: AP100

* Over spent expenditure

Claim	Vendor #/Name/		Document \$/	Disc \$		Fund Org Acct		Object Proj	Cash
Line #	Check	Invoice #/Inv Date/Description	Line \$		PO #				Account
29	07/30/14	TELEPHONE/INTERNET/CABLE/md204	65.25			2510	107 430220	345	101000
30	07/30/14	TELEPHONE/INTERNET/CABLE/md205	30.57			2520	108 430220	345	101000
31	07/30/14	TELEPHONE/INTERNET/CABLE/wplnt	74.02			5210	22 430530	345	101000
32	07/30/14	TELEPHONE/INTERNET/CABLE/wplnt	80.25			5210	22 430530	347	101000
33	07/30/14	TELEPHONE/INTERNET/CABLE/wtlns	34.73			5210	23 430550	345	101000
34	07/30/14	TELEPHONE/INTERNET/CABLE/wtlns	11.40			5210	23 430550	347	101000
35	07/30/14	TELEPHONE/INTERNET/CABLE/wtadm	44.91			5210	25 430510	345	101000
36	07/30/14	TELEPHONE/INTERNET/CABLE/wtadm	10.84			5210	25 430510	347	101000
37	07/30/14	TELEPHONE/INTERNET/CABLE/wwadm	44.89			5310	29 430610	345	101000
38	07/30/14	TELEPHONE/INTERNET/CABLE/wwadm	19.51			5310	29 430610	347	101000
39	07/30/14	TELEPHONE/INTERNET/CABLE/swlns	34.72			5310	31 430630	345	101000
40	07/30/14	TELEPHONE/INTERNET/CABLE/swlns	11.40			5310	31 430630	347	101000
41	07/30/14	TELEPHONE/INTERNET/CABLE/wwpln	32.76			5310	33 430640	345	101000
42	07/30/14	TELEPHONE/INTERNET/CABLE/wwpln	45.60			5310	33 430640	347	101000
43	07/30/14	TELEPHONE/INTERNET/CABLE/amb	107.20			5510	10 420730	345	101000
44	07/30/14	TELEPHONE/INTERNET/CABLE/amb	28.24			5510	10 420730	347	101000
45	07/30/14	TELEPHONE/INTERNET/CABLE/shop	35.85			6040	910 430220	345	101000
46	07/30/14	TELEPHONE/INTERNET/CABLE/shop	53.72			6040	910 430220	347	101000
124202	74451S	4019 WEX Bank	16,538.51						
1	37346937	07/30/14 FUEL	927.74		17721	1000	13 460433	231	101000
2	07/30/14	FUEL	0.00			1000	201 431200	370	101000
3	07/30/14	FUEL	3,617.31		17721	2510	107 430220	231	101000
4	07/30/14	FUEL	904.33		17721	2520	108 430220	231	101000
5	07/30/14	FUEL	112.36			6040	910 430220	231	101000
6	07/30/14	FUEL	192.89		17425	5210	22 430530	231	101000
7	07/30/14	FUEL	0.00		17425	5210	80 430540	231	101000
8	07/30/14	FUEL	372.78		17425	5310	32 430690	231	101000
9	07/30/14	FUEL	0.00		17425	5310	33 430640	231	101000
10	07/30/14	FUEL	2,205.74		17904	5510	10 420730	231	101000
11	07/30/14	FUEL	816.63		17904	1000	7 420460	231	101000
12	07/30/14	FUEL	3,675.82		17544	1000	5 420140	231	101000
13	07/30/14	FUEL	142.56		17544	1000	21 440600	231	101000
14	07/30/14	FUEL	0.00		17544	1000	5 420160	231	101000
15	07/30/14	FUEL	1,582.42		17809	5210	23 430550	231	101000
16	07/30/14	FUEL	1,582.41		17809	5310	31 430630	231	101000
17	07/30/14	FUEL	405.52		17809	5610	87 430300	231	101000
124203	74458S	2450 POSTMASTER (UTILITIES)	1,040.00						
1	07/31/14	WATER/SEWER BILLS:POSTAGE	520.00			5210	25 430510	311	101000
2	07/31/14	WATER/SEWER BILLS:POSTAGE	520.00			5310	29 430610	311	101000

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Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account		
124204	74473S 721 DALES CLEANING SERVICE	1,025.00							
1	07/31/14 CLEAN LIBRARY	425.00		17064	2220 16 460100	360	101000		
2	07/31/14 CLEAN CITY HALL	600.00		17782	1000 8 411230	360	101000		
124206	74474S 316 DATA IMAGING SYSTEMS, INC	1,375.00							
1	07/30/14 MANAGED SERVICES;DATA BKP	294.64			1000 3 410500	360	101000		
2	07/30/14 MANAGED SERVICES;DATA BKP	165.74			5210 25 430510	360	101000		
3	07/30/14 MANAGED SERVICES;DATA BKP	165.74*			5310 29 430610	360	101000		
4	07/30/14 MANAGED SERVICES;DATA BKP	98.21			1000 1 410200	360	101000		
5	07/30/14 MANAGED SERVICES;DATA BKP	98.21			1000 36 411020	360	101000		
6	07/30/14 MANAGED SERVICES;DATA BKP	85.45			5210 23 430550	360	101000		
7	07/30/14 MANAGED SERVICES;DATA BKP	85.45			5310 31 430630	360	101000		
8	07/30/14 MANAGED SERVICES;DATA BKP	113.93			2510 107 430220	360	101000		
9	07/30/14 MANAGED SERVICES;DATA BKP	56.96			2520 108 430220	360	101000		
10	07/30/14 MANAGED SERVICES;DATA BKP	110.49			1000 9 410540	360	101000		
11	07/30/14 MANAGED SERVICES;DATA BKP	100.18*			2394 18 420531	360	101000		
124207	74453S 1970 MONTANA DAKOTA UTILITIES	26,362.78							
1	07/31/14 GAS/ELECTRIC	0.00		17696	1000 7 420460	341	101000		
2	GAS/ELECTRIC	0.00		17696	1000 7 420460	344	101000		
3	GAS/ELECTRIC	30.54			1000 8 411230	341	101000		
4	GAS/ELECTRIC	0.00			1000 8 411230	344	101000		
5	GAS/ELECTRIC	485.91			1000 13 460433	341	101000		
6	GAS/ELECTRIC	19.10			1000 13 460433	344	101000		
7	GAS/ELECTRIC	0.00			1000 14 460445	341	101000		
8	GAS/ELECTRIC	40.74			1000 21 440600	341	101000		
9	GAS/ELECTRIC	24.65			1000 21 440600	344	101000		
10	GAS/ELECTRIC	0.00			2400 46 430263	341	101000		
11	GAS/ELECTRIC	0.00			2400 46 430263	533	101000		
12	GAS/ELECTRIC	2,191.53			2420 48 430263	341	101000		
13	GAS/ELECTRIC	413.30			2420 48 430263	533	101000		
14	GAS/ELECTRIC	136.74			2430 49 430263	341	101000		
15	GAS/ELECTRIC	10.53			2440 50 430263	341	101000		
16	GAS/ELECTRIC	292.14			2470 72 430263	341	101000		
17	GAS/ELECTRIC	304.12			2470 72 430263	533	101000		
18	GAS/ELECTRIC	80.37			2480 47 430263	341	101000		
19	GAS/ELECTRIC	43.88			2510 107 430220	341	101000		
20	GAS/ELECTRIC	0.00			2510 107 430220	344	101000		
21	GAS/ELECTRIC	0.00			2520 108 430220	341	101000		
22	GAS/ELECTRIC	0.00			2520 108 430220	344	101000		
23	GAS/ELECTRIC	10,937.42			5210 22 430530	341	101000		
24	GAS/ELECTRIC	4,493.00			5210 22 430530	344	101000		
25	GAS/ELECTRIC	1,166.77*			5210 23 430550	341	101000		
26	GAS/ELECTRIC	55.01			5210 23 430550	344	101000		
27	GAS/ELECTRIC	0.00			5310 31 430630	341	101000		
28	GAS/ELECTRIC	0.00			5310 31 430630	344	101000		

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29		GAS/ELECTRIC	0.00			5310 32 430690	341	101000
30		GAS/ELECTRIC	0.00			5310 32 430690	344	101000
31		GAS/ELECTRIC	4,431.59			5310 33 430640	341	101000
32		GAS/ELECTRIC	0.00			5510 10 420730	341	101000
33		GAS/ELECTRIC	0.00			5510 10 420730	344	101000
34	07/31/14	GAS/ELECTRIC	702.27		17674	5610 87 430300	341	101000
35	07/31/14	GAS/ELECTRIC	84.87		17674	5610 87 430300	344	101000
36		GAS/ELECTRIC	384.05			6040 910 430220	341	101000
37		GAS/ELECTRIC	34.25			6040 910 430220	344	101000
124259	74563S	288 MILES CITY AREA CHAMBER OF	67.11					
1	06/30/14	POSTAGE:NEWSLETTER MAILING	67.11*		18423	2985 15 450330	311	101004
124271	74564S	999999 NSCA	100.00					
1	08/31/96	DUES: NATL SENIOR CORPS ASSN	100.00		18422	2985 15 450330	334	101004
124285	74334S	373 MASTERCARD	28,655.75					
1	07/31/14	OP EXP	3.29			1000 3 410500	220	101000
2	07/31/14	TRAINING	18.33			1000 3 410500	380	101000
3	07/31/14	BOOKS	12.88			1000 3 410500	382	101000
4	07/31/14	POSTAGE	5.95			1000 4 411100	311	101000
5	07/31/14	OFFICE SUPPLIES	1,074.76			1000 5 420140	210	101000
6	07/31/14	SM ITEMS OF EQUIP	2,987.23			1000 5 420140	214	101000
7	07/31/14	OP EXP	23.94			1000 5 420140	220	101000
8	07/31/14	R & M SUPPLIES	492.85			1000 5 420140	230	101000
9	07/31/14	POSTAGE	44.96			1000 5 420140	311	101000
10	07/31/14	R & M VEHICLES	603.58			1000 5 420140	366	101000
11	07/31/14	TRAINING	900.00			1000 5 420140	380	101000
12	07/31/14	POSTAGE	11.44			1000 5 420160	311	101000
13	07/31/14	TRAVEL	288.69			1000 5 420160	370	101000
14	07/31/14	OP EXP	143.54			1000 7 420460	220	101000
15	07/31/14	R & M SUPPLIES	64.97			1000 7 420460	230	101000
16	07/31/14	POSTAGE	3.25			1000 7 420460	311	101000
17	07/31/14	TELEPHONE	93.05			1000 7 420460	345	101000
18	07/31/14	CONTR R & M	440.73			1000 7 420460	360	101000
19	07/31/14	OP EXP	77.77			1000 8 411230	220	101000
20	07/31/14	OFFICE SUPPLIES	53.16			1000 13 460433	210	101000
21	07/31/14	SM ITEMS OF EQUIP	2,214.71			1000 13 460433	214	101000
22	07/31/14	OP EXP	32.93			1000 13 460433	220	101000
23	07/31/14	CHEMICALS/LAB	119.55			1000 13 460433	222	101000
24	07/31/14	R & M SUPPLIES	747.43			1000 13 460433	230	101000
25	07/31/14	R & M VEHICLES	421.36			1000 13 460433	363	101000
26	07/31/14	SM ITEMS OF EQUIP	199.85			1000 14 460445	214	101000
27	07/31/14	OP EXP	236.03			1000 14 460445	220	101000
28	07/31/14	CHEMICALS/LABS	281.69			1000 14 460445	222	101000
29	07/31/14	OP EXP	36.84			1000 21 440600	220	101000
30	07/31/14	OFFICE SUPPLIES	74.16			1000 36 411020	210	101000

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31	07/31/14	OP EXP		96.02			1000 36 411020	220	101000
32	07/31/14	OFFICE SUPPLIES		34.01			1000 201 431200	210	101000
33	07/31/14	OP EXP		96.03			1000 201 431200	220	101000
34	07/31/14	POSTAGE		104.01			2220 16 460100	311	101000
35	07/31/14	BOOKS		748.76			2220 16 460100	382	101000
36	07/31/14	SM ITEMS OF EQUIP		649.00			2394 18 420531	214	101000
37	07/31/14	OP EXP		96.03*			2394 18 420531	220	101000
38	07/31/14	OFFICE SUPPLIES		118.45			2510 107 430220	210	101000
39	07/31/14	SM ITEMS OF EQUIP		2,267.24			2510 107 430220	214	101000
40	07/31/14	OP EXP		96.03			2510 107 430220	220	101000
41	07/31/14	R & M SUPPLIES		43.13			2510 107 430220	230	101000
42	07/31/14	GAS/OIL/DIESEL		18.83			2510 107 430220	231	101000
43	07/31/14	POSTAGE		6.15			2510 107 430220	311	101000
44	07/31/14	R & M VEHICLES		2,077.67			2510 107 430220	363	101000
45	07/31/14	OFFICE SUPP		33.59			2520 108 430220	214	101000
46	07/31/14	SM ITEMS OF EQUIP		566.43			2520 108 430220	214	101000
47	07/31/14	OP EXP		101.51			2520 108 430220	220	101000
48	07/31/14	R & M SUPPLIES		10.78			2520 108 430220	230	101000
49	07/31/14	GAS/OIL/DIESEL		4.71			2520 108 430220	231	101000
50	07/31/14	R & M VEHICLES		519.42			2520 108 430220	363	101000
51	07/31/14	OP EXP		11.94*			2985 15 450330	311	101004
52	07/31/14	POSTAGE		51.36*			2985 15 450330	311	101004
53	07/31/14	OP EXP		100.42			5210 22 430530	220	101000
54	07/31/14	R & M VEHICLES		72.00			5210 22 430530	226	101000
55	07/31/14	R & M VEHICLES		71.76			5210 22 430530	363	101000
56	07/31/14	OFFICE SUPPLIES		7.45			5210 23 430550	210	101000
57	07/31/14	OP EXP		197.46			5210 23 430550	220	101000
58	07/31/14	CLOTHING/UNIFORMS		170.94			5210 23 430550	226	101000
59	07/31/14	R & M SUPPLIES		655.86			5210 23 430550	230	101000
60	07/31/14	HYDRANT REPLACEMENT		160.37			5210 23 430550	234	101000
61	07/31/14	CURB STOP REPLACEMENT		491.33			5210 23 430550	235	102270
62	07/31/14	POSTAGE		8.47			5210 23 430550	311	101000
63	07/31/14	R & M VEHICLES		508.01			5210 23 430550	363	101000
64	07/31/14	OP EXP		3.29			5210 25 430510	220	101000
65	07/31/14	TRAINING		18.33			5210 25 430510	380	101000
66	07/31/14	BOOKS		12.88			5210 25 430510	382	101000
67	07/31/14	OP EXP		206.77			5210 80 430540	220	101000
68	07/31/14	CHEMICALS/LAB		599.21			5210 80 430540	222	101000
69	07/31/14	CLOTHING/UNIFORMS		71.98			5210 80 430540	226	101000
70	07/31/14	R & M SUPPLIES		1,140.93			5210 80 430540	230	101000
71	07/31/14	POSTAGE		17.70			5210 80 430540	311	101000
72	07/31/14	OP EXP		3.29			5310 29 430610	220	101000
73	07/31/14	TRAINING		18.34			5310 29 430610	380	101000
74	07/31/14	BOOKS		12.89*			5310 29 430610	382	101000
75	07/31/14	OFFICE SUPPLIES		7.45			5310 31 430630	210	101000
76	07/31/14	OP EXP		146.52			5310 31 430630	220	101000
77	07/31/14	R & M SUPPLIES		432.97			5310 31 430630	230	101000

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78	07/31/14	R & M VEHICLES	508.01			5310 31 430630	363	101000	
79	07/31/14	OP EXP	9.62			5310 32 430690	220	101000	
80	07/31/14	CLOTHING/UNIFORMS	14.40			5310 32 430690	226	101000	
81	07/31/14	R & M SUPPLIES	125.02			5310 32 430690	230	101000	
82	07/31/14	OP EXP	15.87			5310 33 430640	220	101000	
83	07/31/14	GAS/OIL/DEISEL	126.44			5310 33 430640	222	101000	
84	07/31/14	CLOTHING/UNIFORMS	81.60			5310 33 430640	226	101000	
85	07/31/14	R & M SUPPLIES	351.60			5310 33 430640	230	101000	
86	07/31/14	POSTAGE	4.07			5310 33 430640	311	101000	
87	07/31/14	R & M VEHICLES	24.96			5310 33 430640	363	101000	
88	07/31/14	R & M SUPPLIES	13.42			5510 10 420730	230	101000	
89	07/31/14	OP EXP	289.79			5610 87 430300	220	101000	
90	07/31/14	MED SUPPLIES	136.56			5510 10 420730	222	101000	
91	07/31/14	R & M SUPPLIES	1,498.52			5610 87 430300	230	101000	
92	07/31/14	TELEPHONE	155.72			5610 87 430300	345	101000	
93	07/31/14	OFFICE SUPPLIES	153.12			6040 910 430220	210	101000	
94	07/31/14	SM ITEMS OF EQUIP	249.99			6040 910 430220	214	101000	
95	07/31/14	R & M SUPPLIES	56.53			6040 910 430220	230	101000	
96	07/31/14	R & M SUPPLIES	134.66			5210 22 430530	230	101000	
97	07/31/14	OP EXP	50.00			2510 107 430220	220	101000	
98	07/31/14	OP EXP	50.00			2520 108 430220	220	101000	
99	07/31/14	OP EXP	9.21			1000 7 420460	220	101000	
124286	74336S	999999 SAMANTHA MALENOVSKY	354.48						
1	07/31/14	TRAVEL: SEMINAR IN HELENA	354.48		18585	1000 201 431200	370	101000	
124300	74338S	671 CUSTER COUNTY TREASURER	25.00						
1	07/31/14	PLATES: 2005 FORD PICKUP	25.00		18588	1000 13 460433	220	101000	
124313	74339S	1721 MID RIVERS TELEPHONE CORP	240.47						
1	7115800	07/31/14 PHONE/INTERNET/FAX	240.47		18034	1000 6 410300	345	101000	
124317	74454S	572 VERIZON WIRELESS	263.08						
1	9728196672	07/31/14 MDT USAGE FEES	263.08		18278	1000 5 420140	220	101000	
124318	74455S	999999 LUKE SMITH	24.00						
1	07/31/14	TRAVEL TO HELENA	24.00		18283	1000 5 420140	370	101000	
124320	74475S	999999 PATHOLOGY LABS	49.40						
1	1401012545	07/31/14 HEP B SHOT	49.40		18809	5310 33 430640	350	101000	
124321	74476S	1330 HOLY ROSARY HEALTH CENTER	114.75						
1	500101389	07/31/14 DUI BLOOD DRAW	114.75		18285	1000 5 420140	350	101000	

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124322	74456S	1407 KADRMAS LEE & JACKSON INC		31,295.62					
1	10022517	07/31/14 ENGINEERING SERVICES		31,295.62		18587	1000 201 431200	350	101000
124323	74477S	1424 KRUTZFELDT & JONES LLP		420.00					
1	JULY 2014	07/31/14 LEGAL SERVICES FOR JUNE		420.00*		18633	5610 87 430300	350	101000
124324	74478S	1780 MILES CITY MOTOR SUPPLY		27.57					
1	448204	07/31/14 SUPPLIES		27.57		18632	5610 87 430300	220	101000
124325	74479S	336 MONTANA STATE UNIVERSITY FSTS		435.00					
1	207-20	07/31/14 FIRE SCHOOL MEMBERSHIP		185.00		17992	1000 7 420460	380	101000
2	207-21	07/31/14 BURN TRAILER		250.00		17992	1000 7 420460	380	101000
124326	74480S	2305 NOTBOHM MOTORS		79.95					
1	MC2235	07/31/14 A-26 OIL CHANGE		79.95		17993	5510 10 420730	231	101000
124327	74481S	1330 HOLY ROSARY HEALTH CENTER		389.44					
1	9005133	07/31/14 AMB SUPPLIES		389.44		18000	5510 10 420730	222	101000
124328	74482S	2830 STAR PRINTING & SUPPLY		29.49					
1	214652	07/31/14 COPIER		21.24		17997	1000 7 420460	210	101000
2	214652	07/31/14 COPIER		8.25			5510 10 420730	210	101000
124329	74457S	1970 MONTANA DAKOTA UTILITIES		487.51					
1	6577921000	07/31/14 GAS		20.03		17999	1000 7 420460	344	101000
2	6577921000	07/31/14 ELECTRIC		330.98			1000 7 420460	341	101000
3	6577921000	07/31/14 GAS		7.79			5510 10 420730	344	101000
4	6577921000	07/31/14 ELECTRIC		128.71			5510 10 420730	341	101000
124330	74483S	2090 MONTANA LEAGUE OF CITIES & TOWNS		2,623.00					
1	07/31/14	2014 FALL CONFERENCE		100.00		18639	1000 3 410500	380	101000
2	07/31/14	FY 14-15 DUES		2,523.00		18638	1000 3 410500	334	101000
124331	74459S	1921 Montana Municipal Interlocal		51,080.00					
1	FY 14/15	07/31/14 PROPERTY INSURANCE PREMIUM		2,335.42			1000 8 411230	511	101000
2	FY 14/15	PROPERTY INSURANCE PREMIUM		72.61			1000 21 440600	511	101000
3	FY14/15	PROPERTY INSURANCE PREMIUM		1,574.01			1000 7 420460	511	101000
4	FY 14/15	PROPERTY INSURANCE PREMIUM		2,956.93			1000 13 460433	511	101000
5	FY 14/15	PROPERTY INSURANCE PREMIUM		2,972.27			2220 16 460100	511	101000
6	FY 14/15	PROPERTY INSURANCE PREMIUM		9,142.93			5210 22 430530	511	101000
7	FY 14/15	PROPERTY INSURANCE PREMIUM		2,965.82			5210 23 430550	511	101000
8	FY 14/15	PROPERTY INSURANCE PREMIUM		7,114.87			5310 33 430640	511	101000
9	FY 14/15	PROPERTY INSURANCE PREMIUM		1,650.50			5310 32 430690	511	101000
10	FY 14/15	PROPERTY INSURANCE PREMIUM		791.43			2510 107 430220	511	101000
11	FY 14/15	PROPERTY INSURANCE PREMIUM		197.86			2520 108 430220	511	101000
12	FY 14/15	PROPERTY INSURANCE PREMIUM		3,181.82			5610 87 430300	511	101000

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13	FY 14/15	PROPERTY INSURANCE PREMIUM	998.53			1000 5 420140	512	101000
14	FY 14/15	PROPERTY INSURANCE PREMIUM	4,551.11			1000 7 420460	512	101000
15	FY 14/15	PROPERTY INSURANCE PREMIUM	1,194.96			5510 10 420730	512	101000
16	FY 14/15	PROPERTY INSURANCE PREMIUM	558.71			1000 13 460433	512	101000
17	FY 14/15	PROPERTY INSURANCE PREMIUM	455.76			5210 23 430550	512	101000
18	FY 14/15	PROPERTY INSURANCE PREMIUM	1,389.02			5310 31 430630	512	101000
19	FY 14/15	PROPERTY INSURANCE PREMIUM	261.32			5210 22 430530	512	101000
20	FY 14/15	PROPERTY INSURANCE PREMIUM	260.67			5310 33 430640	512	101000
21	FY 14/15	PROPERTY INSURANCE PREMIUM	1,832.02			5610 87 430300	512	101000
22	FY 14/15	PROPERTY INSURANCE PREMIUM	2,731.50			2510 107 430220	512	101000
23	FY 14/15	PROPERTY INSURANCE PREMIUM	782.52			2520 108 430220	512	101000
24	FY 14/15	PROPERTY INSURANCE PREMIUM	124.41			2850 105 420140	512	101000
25	FY 14/15	PROPERTY INSURANCE PREMIUM	983.00			1000 3 410500	521	101000
124332	74460S	1921 Montana Municipal Interlocal	71,234.00					
1	FY 14/15	07/31/14 LIABILITY INSURANCE FY 14/15	28,656.32		18635	1000 3 510330	513	101000
2	FY 14/15	07/31/14 LIABILITY INSURANCE FY 14/15	1,750.68*			2220 16 510330	513	101000
3	FY 14/15	07/31/14 LIABILITY INSURANCE FY 14/15	71.62			2394 18 510330	513	101000
4	FY 14/15	07/31/14 LIABILITY INSURANCE FY 14/15	4,135.32			2510 107 510330	513	101000
5	FY 14/15	07/31/14 LIABILITY INSURANCE FY 14/15	571.80			2520 108 510330	513	101000
6	FY 14/15	07/31/14 LIABILITY INSURANCE FY 14/15	29.10			2540 109 510330	513	101000
7	FY 14/15	07/31/14 LIABILITY INSURANCE FY 14/15	6,242.85			5210 25 510330	513	101000
8	FY 14/15	07/31/14 LIABILITY INSURANCE FY 14/15	26,070.69			5310 29 510330	513	101000
9	FY 14/15	07/31/14 LIABILITY INSURANCE FY 14/15	2,941.08			5510 10 510330	513	101000
10	FY 14/15	07/31/14 LIABILITY INSURANCE FY 14/15	764.54			6040 910 510330	513	101000
124333	74461S	4075 CENTURYLINK	111.35					
1	FY 14/15	07/31/14 TELEPHONE & INTERNET	111.35			2935 11 460461	345	101000
124334	74462S	790 DPC INDUSTRIES	75.00					
1	72000096-1	07/31/14 DEMURRAGE	45.00		18820	5210 80 430540	222	101000
2	72000096-1	07/31/14 DEMURRAGE	30.00		18820	5310 33 430640	222	101000
124335	74463S	523 CITY SERVICE, INC.	1,850.00					
1	W004646	07/31/14 REFULER RENT	1,850.00		19504	5610 87 430300	530	101000
124336	74464S	3029 US BANK TRUST - SPA LOCKBOX	9,182.87					
1	81514	07/31/14 POLICE CAR PAYMENTS	9,137.56			1000 5 490500	610	101000
2	81514	07/31/14 POLICE CAR PAYMENTS	45.31*			1000 5 490500	620	101000
124337	74465S	3029 US BANK TRUST - SPA LOCKBOX	13,172.98					
1	81514	07/31/14 AMBULANCE PAYMENT	12,849.10			5510 10 490500	602	101000
2	81514	07/31/14 AMBULANCE PAYMENT	323.88			5510 10 490500	629	101000

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124338	74466S	498 CENTURY LINK	1,965.87					
1	07/31/14	911 PHONE SYSTEM	1,965.87		18327	2850 105 420140	345	101000
124339	74467S	999999 NIC EISELE	69.00					
1	07/31/14	TRAVEL: POWELL, WY	69.00		18290	1000 5 420140	370	101000
124340	74484S	999999 CHERYL MAHNKE	15.83					
1	07/31/14	WATER DEPOSIT REFUND	15.83			5210 214010		101000
124341	74485S	999999 A. J. ANNALORA	5.11					
1	07/31/14	WATER DEPOSIT REFUND	5.11			5210 214010		101000
124342	74486S	999999 DARLENE ASK	16.11					
1	07/31/14	WATER DEPOSIT REFUND	16.11			5210 214010		101000
124343	74487S	999999 TRAVIS DOVER	8.45					
1	07/31/14	WATER DEPOSIT REFUND	8.45			5210 214010		101000
124344	74488S	4059 ADVANTAGE CONSULTING LLC	5,000.00					
1	846,867	07/31/14 WHA FIELD INSP: MAY, JUNE	5,000.00*		195058	5610 87 430300	350	101000
124345	74489S	4006 AIRPORT INN	153.29					
1	07/31/14	HT FUDGE/CONES/SPOONS	153.29		18434	2985 15 450330	220	101004
124346	74490S	999999 AMERICAN WATER WORKS ASSOCIATION	177.50					
1	909653	07/31/14 FIELD GUIDES	53.25		18818	5210 22 430530	382	101000
2	909653	07/31/14 FIELD GUIDES	53.25			5210 80 430540	382	101000
3	909653	07/31/14 FIELD GUIDES	28.40			5310 32 430690	382	101000
4	909653	07/31/14 FIELD GUIDES	42.60			5310 33 430640	382	101000
124347	74491S	256 BARNEYS BLOCKS & HEADS	40.00					
1	8046	07/31/14 TURN ROTORS UNIT 23	40.00		17330	5210 23 430550	363	101000
124348	74492S	999999 BETTY VAIL	121.26					
1	07/31/14	TRAVEL: LAME DEER OUTREACH	121.26		18429	2985 15 450300	370	101000
124349	74493S	4046 BILL RONNING	109.72					
1	07/31/14	CELL PHONE REIMB	87.77		19401	2510 107 430220	345	101000
2	07/31/14	CELL PHONE REIMB	21.95			2520 108 430220	345	101000
124350	74494S	356 BILLINGS GAZETTE	531.48					
1	20623922	07/31/14 LEGAL: INV TO BID	531.48		18593	2510 107 430233	350	101000

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124351	74495S	429 BNSF RAILWAY COMPANY	4,697.18					
1	14061110	07/31/14 TRUCK ROUTE LEASE:40243448	4,697.18		18571	2510 107 430220	532	101000
124352	74496S	999999 BRAD CERTAIN	200.00					
1	07/31/14	REIMB: REZONE APP FEE	200.00		19403	4060 323040		101000
124353	74497S	523 CITY SERVICE, INC.	57,427.95					
1	12614	07/31/14 JET A FUEL	35,756.41		19507	5610 87 430300	237	101000
2	w005172	07/31/14 3 NATA TRAINING SEATS	150.00			5610 87 430300	380	101000
3	w004907	07/31/14 3 HYDROMETERS	156.90			5610 87 430300	230	101000
4	13028	07/31/14 4601 GAL OF 100LL	21,348.64			5610 87 430300	237	101000
5	w005997	07/31/14 PHILLIPS CC TERM FEE	16.00			5610 87 430300	230	101000
124354	74498S	636 CRIDCO, LLC	96.00					
1	VARIOUS	07/31/14 DRINKING WATER	96.00		19501	5610 87 430300	220	101000
124355	74499S	4001 CRITELLI COURIERS, INC.	235.00					
1	214-0730-3	07/31/14 BOOK TRANSPORT	235.00		18908	2880 39 460100	311	101020
124356	74500S	1286 DENNIS HIRSCH	1,264.15					
1	07/31/14	JULY BUILDING PERMITS	1,264.15		18600	2394 18 420531	350	101000
124357	74501S	716 DANA KEPNER CO	4,910.35					
		4037213, 4037183, 4037015, 4037248						
1	SEE ABOVE	07/31/14 METERS/CHANGE METERS	3,332.76		17897	5210 23 430550	220	101000
2	SEE ABOVE	07/31/14 METERS/CHANGE METERS	1,577.59			5210 23 430550	230	101000
124358	74502S	2062 BUILDING CODES BUREAU	709.93					
1	07/31/14	ANNUAL PAYMENT:ED FUND: 13-14	709.93*		19404	2394 18 420531	540	101000
124359	74503S	800 DOEDEN CONSTRUCTION	226.00					
1	47841	07/31/14 CONCRETE:TOMPY,DOEDEN	226.00			5210 23 430550	234	101000
124360	74468S	999999 EASTERN MONTANA FAIR	300.00					
1	07/31/14	FAIR FOOD BOOTH RENTAL	300.00		18430	2985 15 450330	220	101004
124361	74504S	869 EAST MONT COMMUNICATIONS	239.00					
1	26951	07/31/14 KENWOOD CHARGER	47.00		18282	1000 5 420140	220	101000
2	26951	07/31/14 REPAIR AYE LIFT	192.00		18811	5310 32 430690	360	101000
124362	74505S	291 ECOLAB PEST ELIMINATION DIVISION	162.00					
1	4366107	07/31/14 PEST CONTROL	72.00		124362	1000 7 420460	400	101000
2	4366107	07/31/14 PEST CONTROL	28.00			5510 10 420730	400	101000
3	4366109	07/31/14 PEST CONTROL	62.00		19502	5610 87 430300	220	101000

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124363	74506S	999999 EKALAKA EAGLE	36.00					
1	07/31/14	1 YR SUBSCRIPTION	36.00		18432	2985 15 450340	220	101000
124364	74507S	902 ENERGY LABORATORIES INC	530.00					
		340750602, 340750702, 340750916, 340751669, 340450858						
1	VARIOUS	07/31/14 CHEMICALS	321.00		18817	5210 80 430540	352	101000
2	VARIOUS	07/31/14 CHEMICALS	32.00			5210 80 430540	352	101000
3	VARIOUS	07/31/14 CHEMICALS	177.00			5310 33 430640	352	101000
124365	74508S	910 EVERGREEN LANDSCAPING	674.17					
		5196, 5287, 5448, 5473						
1	VARIOUS	07/31/14 SUPPLIES	47.50		18812	5210 22 430530	360	101000
2	VARIOUS	07/31/14 SUPPLIES	47.50			5210 80 430540	360	101000
3	VARIOUS	07/31/14 SUPPLIES	579.17		18597	1000 13 460433	230	101000
124366	74509S	4076 EXPRESS LAUNDRY COMMERCIAL	144.50					
1	202, 283	07/31/14 RUGS: CITY HALL	66.50		18595	1000 8 411230	220	101000
2	203	07/31/14 RUGS/MOPS: SHOP	20.50		18595	6040 910 430220	220	101000
3	204	07/31/14 MOPS/TOWELS: WWTP	20.50		18814	5310 33 430640	360	101000
4	204	07/31/14 MOPS/TOWELS: WTP	23.50		18814	5210 22 430530	360	101000
5	267	07/31/14 PD FLOOR MAPS	13.50		18287	1000 5 420140	360	101000
124367	74510S	999999 FALLON COUNTY TIMES	44.00					
1	07/31/14	1 YEAR SUBSCRIPTION	44.00		18431	2985 15 450340	220	101000
124368	74511S	925 FARMERS ELEVATOR	149.04					
1	1176133,91	07/31/14 OIL	149.04		18596	1000 13 460433	231	101000
124369	74512S	979 FIREMANS COMPANY	7.50					
1	4078	07/31/14 FIRE EXTINGUISHER INSP	7.50		17994	1000 7 420460	230	101000
124370	74513S	4012 HEATHER ROOS	60.00					
1	174, 175	07/31/14 CELL PHONE REIMB: AUG/SEPT	60.00		18325	2850 105 420140	345	101000
124371	74514S	999999 HF SCIENTIFIC, INC.	149.87					
1	00192660	07/31/14 CALIBRATION KIT	149.87		18821	5210 80 430540	230	101000
124372	74515S	4077 INTERSTATE ALL BATTERY CENTER	54.99					
1	1907601001	07/31/14 BATTERIES FOR HANDHELD	54.99		17895	5210 23 430550	220	101000
124373	74516S	1122 GLOCK INC	195.00					
1	TRPL54296	07/31/14 ARMORER'S COURSE	195.00		18286	1000 5 420140	380	101000

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124374	74517S	1407 KADRMAS LEE & JACKSON INC	16,250.00							
1	10020606	07/31/14 AEROMATICAL SURVEY	16,250.00*		19506	5610 87 430300	350		101000	
124375	74518S	4045 LAND SOLUTIONS, INC.	1,433.25							
1	JULY 14	07/31/14 CONSULTING SERVICES	1,433.25		15939	1000 36 411020	350		101000	
124376	74519S	999999 LUBRICATION ENGINEERS	273.60							
1	IN254329	07/31/14 R&O COMPRESSOR/TURBINE OIL	136.80		18810	5210 22 430530	231		101000	
2	IN254329	07/31/14 R&O COMPRESSOR/TURBINE OIL	136.80			5210 80 430540	231		101000	
124377	74520S	999999 MIKE WILLEMS	69.00							
1	07/31/14	TRAVEL REIMB: POWELL, WY	69.00		18293	1000 5 420140	370		101000	
124378	74521S	268 MILES CITY SANITATION INC.	1,083.00							
1	47100986	07/31/14 GARBAGE SERVICES:	43.00		18274	1000 5 420140	346		101000	
2	47101091	07/31/14 GARBAGE SERVICES:	60.00		18815	5310 33 430640	360		101000	
3	47100982	07/31/14 GARBAGE SERVICES:	45.00		17699	5610 87 430300	220		101000	
4	2004349	07/31/14 GARBAGE SERVICES:	673.20*		17995	1000 7 420460	346		101000	
5	2004349	07/31/14 GARBAGE SERVICES:	261.80		17995	5510 10 420730	346		101000	
124379	74522S	1825 MILES COMMUNITY COLLEGE	50.00							
1	2/1/14	07/31/14 FITNESS MEMBERSHIP: BONTRAGER	50.00		18288	1000 5 420140	334		101000	
124380	74523S	999999 MONTANA DEPT OF JUSTICE	891.00							
1	7710	07/31/14 DEFENSIVE TACTICS COURSE	475.00		18276	1000 5 420140	380		101000	
2	7771	07/31/14 FIREARMS INST COURSE	416.00		18291	1000 5 420140	380		101000	
124381	74524S	1921 Montana Municipal Interlocal	2,370.00							
1	07/31/14	JUNE DEDUCTIBLE RECOVERY	948.00*		18636	1000 201 431200	513		101000	
2	07/31/14	JUNE DEDUCTIBLE RECOVERY	237.00*			2394 18 420531	513		101000	
3	07/31/14	JUNE DEDUCTIBLE RECOVERY	568.80*			2510 107 430220	513		101000	
4	07/31/14	JUNE DEDUCTIBLE RECOVERY	142.20*			2520 108 430220	513		101000	
5	07/31/14	JUNE DEDUCTIBLE RECOVERY	237.00			5210 23 430550	513		101000	
6	07/31/14	JUNE DEDUCTIBLE RECOVERY	237.00			5310 31 430630	513		101000	
124382	74525S	2120 MMCT & FOA	150.00							
1	07/31/14	FY 14-15 3 MEMBERSHIP DUES	150.00		18637	1000 3 410500	334		101000	
124383	74526S	2125 MONTANA RURAL WATERS	250.00							
1	2014041462	07/31/14 MEMBERSHIP DUES	125.00		17896	5210 23 430550	334		101000	
2	2014041462	07/31/14 MEMBERSHIP DUES	125.00			5310 31 430630	334		101000	

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124384	74527S	2151 MORRISON & MAIERLE INC		865.00					
1	18654	07/31/14 MANAGED SERVICES		865.00		18323	2850 105 420140	350	101000
124385	74528S	999999 MOTION INDUSTRIES		312.64					
1	198648	07/31/14 BEARINGS		312.64		18813	5310 33 430640	230	101000
124386	74529S	4078 MSASCD		50.00					
1	07/31/14	STATE ASSOC DUES		50.00		18428	2985 15 450330	334	101004
124387	74530S	292 NAXIN SAFETY		31.97					
1	3056	07/31/14 MED SUPPLIES		31.97		18819	5310 33 430640	222	101000
124388	74531S	2270 NORTHWEST PIPE INC		259.70					
1	1324694	07/31/14 BRASS BELL REDUCER		259.70		17894	5210 23 430550	235	102270
124389	74532S	2509 QUALITY CONTROL SERVICE		174.85					
1	37945	07/31/14 MEMBRANE KITS		174.85		18816	5310 33 430640	222	101000
124390	74533S	2529 RAILROAD MAINAGEMENT CO III, LLC		822.77					
		308415 = LICENSE #304801 (SWR); 309328 = LICENSE #305063 (WTR); 309394 = LICENSE #35358 (SWR)							
1	07/31/14	WATER PIPELINE CROSSING		146.16		17893	5210 23 430550	532	101000
2	07/31/14	SEWER PIPELINE CROSSING		146.16			5310 31 430630	532	101000
3	07/31/14	SEWER PIPELINE CROSSING		530.45			5310 32 430690	532	101000
124391	74534S	2560 REGAN PLUMBING & HEATING		1,792.83					
		*44723, 44819, 44893, 44895							
1	44786,4478	07/31/14 REPAIRS ON PUMP HOUSE		1,645.97		19503	5610 87 430300	367	101000
2	SEE * ABOV	07/31/14 SUPPLIES		71.86		18598	1000 13 460433	230	101000
3	44895	07/31/14 UPSTAIRS BATHROOM AT C HALL		75.00		18598	1000 8 411230	230	101000
124392	74535S	2607 ROCKY MNT INFO NETWORK		100.00					
1	18868	07/31/14 MEMBERSHIP FEE		100.00		18280	1000 5 420140	334	101000
124393	74536S	4047 SAFEGUARD BUSINESS SYSTEMS		212.23					
1	29974788	07/31/14 PAYROLL CHECKS		70.74		18641	1000 3 410500	320	101000
2	29974788	07/31/14 PAYROLL CHECKS		70.74		18641	5210 25 430510	320	101000
3	29974788	07/31/14 PAYROLL CHECKS		70.75		18641	5310 29 430610	320	101000
124394	74537S	999999 SANDRA PEARCY		29.94					
1	07/31/14	6 CASES BOTTLED WATER		29.94		18038	1000 6 410300	220	101000

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124395	74538S	4039 SCOTT GRAY	94.09					
1	07/31/14	CELL PHONE REIMB	75.27		19405	2510 107 430220	345	101000
2	07/31/14	CELL PHONE REIMB	18.82		19405	2520 108 430220	345	101000
124396	74539S	2710 SELBYS	4,455.00					
1	552649-000	07/31/14 AUTOCAD MAP 3-D	4,455.00		19402	1000 201 431200	214	101000
124397	74540S	4020 SCHIEFFERT PROPERTIES	300.00					
1	82014	07/31/14 AUGUST RENT	300.00*			2935 11 460461	531	101000
124398	74541S	4013 SOLESTONE REIMB SERVICES	3,508.38					
1	6191	07/31/14 AMBULANCE BILLING: JUNE	3,508.38		17991	5510 10 420730	350	101000
124399	74542S	999999 SONJA TOMALINO	170.00					
1	07/31/14	PENALTY FEE: REFUND	20.00		18642	5210 343027		101000
2	07/31/14	WATER DEPOSIT: REFUND	150.00			5210 214000		101000
124400	74543S	203 DEPT OF JUSTICE	2,220.66					
1	2015132836	07/31/14 CJW ANNUAL FEE	2,220.66		18324	1000 5 420160	350	101000
124401	74544S	999999 THE HUDDLE, LLC	311.00					
1	149990	07/31/14 LIFEGUARD T'S AND TANKS	311.00		18592	1000 14 460445	226	101000
124402	74545S	999999 VIDEO BREAD	164.00					
1	90022	07/31/14 VIDEO BREAD DVD SERIES	164.00		18907	2220 16 460100	382	101000
124403	74546S	999999 WHEELERS	45.00					
1	65	07/31/14 SURVEILLANCE TV: CT OFFICE	45.00		18033	1000 6 410300	350	101000
124404	74547S	3290 ZEE MEDICAL SERVICE COMPANY	80.94					
1	A6194S	07/31/14 MEDICAL SUPPLIES AT PD	80.94		18277	1000 5 420140	220	101000
124405	74548S	4065 ZEIER CONSULTING	1,302.76					
1	1604	07/31/14 PROF SERV: PHASE II: TIFD	935.00*			2935 11 460467	350	101000
2	1604	07/31/14 PROF SERV: PHASE II: TIFD	367.76*			2935 11 460467	370	101000
124406	74549S	999999 BIG HORN COUNTY	260.00					
1	07/31/14	MILEAGE RE: CITY V SHIPLEY	260.00		18039	1000 6 410300	350	101000
124407	74550S	999999 HANNAH NASH	166.21					
1	SRI	07/31/14 SUMMER READING ACTIVITY SUPP	166.21		18912	2220 16 460100	210	101000

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Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account		
124408	74551S 4041 KENNETH W. HOM	200.00							
1	07/31/14 SUBSTITUTE JUDGE 4/28 TO 5/2	200.00		18041	1000 6 410300	350		101000	
124409	74552S 999999 JUDGE LEROY NOT AFRAID	46.00							
1	07/31/14 MEALS REIMB: CITY V. SHIPLEY	46.00		18040	1000 6 410300	350		101000	
124410	74553S 378 BLACK MOUNTAIN SOFTWARE	19,067.00							
1	18472 07/31/14 ANNUAL MAINTENANCE	4,845.66		18646	1000 3 410500	360		101000	
2	18472 07/31/14 ANNUAL MAINTENANCE	4,845.67			5210 25 430510	360		101000	
3	18472 07/31/14 ANNUAL MAINTENANCE	4,845.67*			5310 29 430610	360		101000	
4	18573 07/31/14 BUILDING PERMIT PROGRAM	4,530.00		18586	2394 18 420531	214		101000	
124411	74554S 4079 GILBERT LAW OFFICE	656.75							
1	26427 07/31/14 WATER RIGHTS DISPUTE	656.75		18644	1000 4 411100	350		101000	
124412	74555S 1120 GLADER ELECTRIC CO	852.28							
1	73750 07/31/14 ELECTRICAL HOOKUP	75.00		18822	5310 33 430640	360		101000	
2	73963 07/31/14 UNDERPASS	24.95		19407	2440 50 430263	360		101000	
3	73937 07/31/14 CONNOR STADIUM	168.46		19407	1000 13 460433	230		101000	
4	73937 07/31/14 CONNOR STADIUM	150.00			1000 13 460433	350		101000	
5	73937 07/31/14 MAIN/VD EAST LIGHT POLE	374.70			2440 50 430263	360		101000	
6	73937 07/31/14 MAIN/VD EAST LIGHT POLE	59.17			2440 50 430263	230		101000	
124413	74556S 999999 JASON GROUP	11,225.00							
1	1023 07/31/14 ANNUAL SWIFT CAD MAINTENANCE	11,225.00		18329	2850 105 420140	350		101000	
124414	74557S 2322 OLNES & ASSOCIATES PC CPA'S	4,855.02							
1	7108 07/31/14 ANNUAL REPORT/TRIAL BAL, ETC	1,618.34		18643	1000 3 410500	350		101000	
2	7108 07/31/14 ANNUAL REPORT/TRIAL BAL, ETC	1,618.34			5210 25 430510	350		101000	
3	7108 07/31/14 ANNUAL REPORT/TRIAL BAL, ETC	1,618.34			5310 29 430610	350		101000	
124415	74558S 999999 KRISTY CELANDER	10.00							
1	07/31/14 REFUND OF PARK RESERV FEE	10.00		18628	1000 346020			101000	
124416	74559S 1943 MT DEPT OF TRANSPORTATION	8,490.00							
1	07/31/14 REFUND: DOUBLE PMT: SWEP/FLUSH	8,490.00		18645	4060 343014			101000	
124417	74560S 4011 BIG SKY LINEN	144.31							
1	150638 07/31/14 RUGS/MATS/TOWELS/MOPS	33.18		18599	1000 8 411230	220		101000	
2	150639 07/31/14 RUGS/MATS/TOWELS/MOPS	20.62		18599	6040 910 430220	220		101000	
3	1506,573 07/31/14 RUGS/MATS/TOWELS/MOPS	48.76		18911	2220 16 460100	360		101000	
4	146731 07/31/14 RUGS/MATS/TOWELS/MOPS	20.32		18823	5310 33 430640	360		101000	
5	146740 07/31/14 RUGS/MATS/TOWELS/MOPS	21.43		18823	5210 22 430530	360		101000	

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
124418	74561S	1970 MONTANA DAKOTA UTILITIES	13,093.10					
1	07/31/14	GAS/ELECTRIC	0.00		17696	1000 7 420460	341	101000
2		GAS/ELECTRIC	0.00		17696	1000 7 420460	344	101000
3		GAS/ELECTRIC	539.39			1000 8 411230	341	101000
4		GAS/ELECTRIC	30.29			1000 8 411230	344	101000
5		GAS/ELECTRIC	383.78			1000 13 460433	341	101000
6		GAS/ELECTRIC	31.08			1000 13 460433	344	101000
7		GAS/ELECTRIC	318.75			1000 14 460445	341	101000
8		GAS/ELECTRIC	0.00			1000 21 440600	341	101000
9		GAS/ELECTRIC	0.00			1000 21 440600	344	101000
10			857.77			2220 16 460100	341	101000
11			27.95			2220 16 460100	344	101000
12		GAS/ELECTRIC	0.00			2400 46 430263	341	101000
13		GAS/ELECTRIC	0.00			2400 46 430263	533	101000
14		GAS/ELECTRIC	0.00			2420 48 430263	341	101000
15		GAS/ELECTRIC	0.00			2420 48 430263	533	101000
16		GAS/ELECTRIC	0.00			2430 49 430263	341	101000
17		GAS/ELECTRIC	1,212.77			2440 50 430263	341	101000
18		GAS/ELECTRIC	0.00			2470 72 430263	341	101000
19		GAS/ELECTRIC	0.00			2470 72 430263	533	101000
20		GAS/ELECTRIC	0.00			2480 47 430263	341	101000
21		GAS/ELECTRIC	46.13			2510 107 430220	341	101000
22		GAS/ELECTRIC	10.56			2510 107 430220	344	101000
23		GAS/ELECTRIC	4.74			2520 108 430220	341	101000
24		GAS/ELECTRIC	2.64			2520 108 430220	344	101000
25		GAS/ELECTRIC	4,796.04			5210 22 430530	341	101000
26		GAS/ELECTRIC	59.84			5210 22 430530	344	101000
27		GAS/ELECTRIC	11.85*			5210 23 430550	341	101000
28		GAS/ELECTRIC	6.60			5210 23 430550	344	101000
29		GAS/ELECTRIC	11.85			5310 31 430630	341	101000
30		GAS/ELECTRIC	6.60			5310 31 430630	344	101000
31		GAS/ELECTRIC	431.45			5310 32 430690	341	101000
32		GAS/ELECTRIC	25.48			5310 32 430690	344	101000
33		GAS/ELECTRIC	4,277.54			5310 33 430640	341	101000
34		GAS/ELECTRIC	0.00			5510 10 420730	341	101000
35		GAS/ELECTRIC	0.00			5510 10 420730	344	101000
36	07/31/14	GAS/ELECTRIC	0.00		17674	5610 87 430300	341	101000
37	07/31/14	GAS/ELECTRIC	0.00		17674	5610 87 430300	344	101000
38		GAS/ELECTRIC	0.00			6040 910 430220	341	101000
39		GAS/ELECTRIC	0.00			6040 910 430220	344	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
124419	74562S	2910 TONGUE RIVER ELECTRIC	443.98					
1	07/31/14	SOUTHGATE LIGHTING	401.84			2450 51 430263	341	101000
2	07/31/14	MICROWAVE LIGHT TOWER	42.14			2850 105 420140	341	101000
# of Claims 119			Total:	461,320.36				

461,320.36

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$134,657.55
2220 LIBRARY	
101000 Cash - Operating	\$7,409.89
2270 Health	
101000 Cash - Operating	\$2,750.00
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$7,684.27
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$0.00
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	\$2,604.83
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$136.74
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$1,682.12
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$401.84
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$596.26
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$80.37
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$22,193.31
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$4,020.83
2540 STR MAINT DIST#207-(MILESTOWN ESTATES)	
101000 Cash - Operating	\$29.10
2850 911 EMERGENCY	
101000 Cash - Operating	\$14,569.62
2880 LIBRARY GRANTS	
101020 Cash - Op/ILL	\$235.00
2935 Historic Preservation	
101000 Cash - Operating	\$1,714.11
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	\$201.26
101004 RSVP Non-Federal Cash Operating-Custer	\$862.56
4060 CAPITAL IMPROV-PUBLIC WORKS	
101000 Cash - Operating	\$8,690.00
5210 WATER UTILITY	
101000 Cash - Operating	\$61,114.00
102270 Cash - Curb Stop Replacement Fee	\$751.03
5310 SEWER UTILITY	
101000 Cash - Operating	\$59,256.62
5510 AMBULANCE FUND	
101000 Cash - Operating	\$24,212.50
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$91,159.32
6040 PUBLIC WORKS	
101000 Cash - Operating	\$2,110.53
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	\$12,196.70

Total: \$461,320.36

