



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
City Council Chambers*

*March 10, 2015  
7:00 p.m.*

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**
  - A. City Council Meeting 2/24/2015
  - B. Finance Committee 2/19/2015
  - C. Finance Committee 3/5/2015
2. **SCHEDULE MEETINGS**

*Miles City Study Commission: Thursday, March 19<sup>th</sup> @ 5:15*
3. **REQUEST OF CITIZENS & PUBLIC COMMENT**
4. **APPOINTMENTS**

*Economic Development Board*
5. **PROCLAMATIONS**
6. **STAFF REPORTS**

*Grant Administrator/Historic Preservation Officer Connie Muggli: TIF District (Tax Increment Finance District)*  
*Public Utilities Director Al Kelm: Request for Qualifications for Engineering Services (Update)*
7. **CITY COUNCIL COMMENTS**
8. **MAYOR COMMENTS**
9. **COMMITTEE RECOMMENDATIONS**
10. **BID OPENING**  
**BID AWARDS**

11. **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 1286:** An Ordinance Changing The Zoning Of Lots 9, 10, 11 And 12 In Block 86 Of The Miles City Original Townsite From Residential A Zone To General Commercial Zone, And Providing For A Hearing Thereon (*Request by Douglas Emeline – 816 Atlantic*)
- B. **RESOLUTION NO. 3778:** (*Second Reading*) A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2014-2015 To Increase The Budgeted Amount In Fund # 2510-107-430233-350 To Fund Overage Expenses For The Tatro Street CTEP Project

12. **UNFINISHED BUSINESS**

- A. **ORDINANCE NO. 1286:** (*Second Reading*) An Ordinance Changing The Zoning Of Lots 9, 10, 11 And 12 In Block 86 Of The Miles City Original Townsite From Residential A Zone To General Commercial Zone, And Providing For A Hearing Thereon (*Request by Douglas Emeline – 816 Atlantic*)
- B. **RESOLUTION NO. 3778:** (*Second Reading*) A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2014-2015 To Increase The Budgeted Amount In Fund # 2510-107-430233-350 To Fund Overage Expenses For The Tatro Street CTEP Project

13. **NEW BUSINESS**

- A. **FINAL PLAT SUBDIVISION APPLICATION:** Meadows Subdivision (*Dairy Queen & Farm Credit Services*)
- B. **RESOLUTION NO. 3776:** Resolution Approving A Department Of Administration Local Government Services Bureau Standard Audit Contract For Financial Audit Services Between The City Of Miles City And Olness & Associates, PC, CPA's
- C. **RESOLUTION NO. 3781:** A Resolution Adopting An Ambulance Bill Collection Policy For The City Of Miles City, Montana
- D. **RESOLUTION NO. 3783:** A Resolution Adopting A Reimbursement Agreement For Police Academy Expenses
- E. **RESOLUTION NO. 3784:** A Resolution Adding A Reimbursement Requirement For Academy Expenses To The 283-B Union Contract
- F. **RESOLUTION NO. 3785:** A Resolution Adopting Findings Of Fact And Approving The Amended Plat For The Purpose Of Boundary Line Relocation Of Lots 2-6 In Block 8 Of The Hunter's Addition To The City Of Miles City
- G. **APPROVAL OF FEBRUARY CLAIMS**

14. **ADJOURNMENT**

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

# REGULAR COUNCIL MEETING February 24, 2015 7:00 p.m.

## CALL TO ORDER

The Regular Council meeting was held Tuesday, February 24, 2015, in the Council Chambers at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Mayor Grenz called the meeting to order. Council Members present were Roxanna Brush, Sheena Martin, Dwayne Andrews, Mark Ahner, Ken Gardner, Jerry Partridge and John Hollowell. Susanne Galbraith was excused.

Also present were City Attorney Dan Rice, City Clerk Lorrie Pearce, Public Works Director Scott Gray, Public Utilities Director Al Kelm, Interim Fire Chief Cameron Duffin, Grant Administrator /Historic Preservation Officer Connie Muggli, Flood Plain Administrator Samantha Malenovsky, Planner-in-Training Dawn Colton and Deputy City Clerk/Minute Recorder Connie Watts.

## PLEDGE OF ALLEGIANCE

Mayor Grenz led the Council in the Pledge of Allegiance.

## APPROVAL OF COUNCIL & COMMITTEE MINUTES

### **City Council Minutes: 2/10/2015**

\*\* *Councilperson Gardner moved to approve the minutes of the Regular Council Meeting of February 10, 2015, seconded by Councilperson Brush and **passed** unanimously, 7-0.*

### **Finance Committee Meeting: 2/5/15**

\*\* *Councilperson Hollowell moved to approve the minutes of the Finance Committee Meeting of February 5, 2015, seconded by Councilperson Gardner and **passed** unanimously, 7-0.*

### **Human Resources Committee: 2/11/15**

\*\* *Councilperson Brush moved to approve the minutes of the Human Resources Committee Meeting of February 11, 2015, seconded by Councilperson Gardner and **passed** unanimously, 7-0.*

## **Flood Control Committee: 2/17/15**

- \*\* *Councilperson Hollowell moved to approve the minutes of the Flood Control Committee Meeting of February 17, 2015, seconded by Councilperson Gardner and passed unanimously, 7-0.*

## **SCHEDULE MEETINGS**

- Economic Development Council: 2/26/15 @ 5:30 p.m.
- Health Board Meeting: 3/2/15 @ 5:15 p.m.
- Human Resources Committee: Previously to be held on Feb. 25, 2015; rescheduled for 3/3/15 @ 6:00 p.m.

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

*Carl Jackson, KLJ Engineering:* Thanked Flood Administrator Malenovsky, the Flood Control Committee members and the Council for the opportunity to work with the City. He is looking forward to helping out as needed through the next stages. He also said he would be happy to try to answer any questions that may come up at this meeting.

## **APPOINTMENTS**

None

## **PROCLAMATIONS**

None

## **STAFF REPORTS**

### ***Planner-in-Training Dawn Colton: Tongue River Railroad Environmental Impact Statement***

Planner-in-Training Colton said she understood that Councilpersons Andrews and Partridge had been working on a response to the Surface Transportation Board's January 28, 2015, letter. Councilperson Andrews said he had emailed a response to Mayor Grenz.

Planner Colton said she had been in contact with the Montana Division of the Federal Highway Administration, and they do not want to have a conversation specifically with the Council, since they will be holding public hearings in this area in early summer. She said there will be plenty of time for the Council to register its concerns.

***Public Utilities Director Allen Kelm: “2014-2015 Outstanding System of the Year Award”***

Public Utilities Director Kelm reported that Public Works Director Scott Gray, Plant Foreman Dave Harris, and he attended the annual Rural Water Conference recently, where Miles City, out of over 400 organizations, was awarded the “2014 System of the Year Award” by the Montana Rural Water Systems.

Director Kelm thanked Planner Colton for her efforts in securing grants for the various projects that helped to make the award possible. He then distributed a copy of the certificate to the Council, read the text of the certificate, and presented the plaque to the Mayor, who congratulated the entire department.

**CITY COUNCIL COMMENTS**

***Mark Ahner:*** Noted that, over the twelve years he has been on the Council, he has been very impressed with the Public Utilities director and staff.

***Ken Gardner:*** Said that when he was a member of the Flood Control Committee, he had been very impressed with the people from KLJ. He said they were very professional, courteous and explained everything patiently and clearly. He thanked them for their hard work and for making a difficult issue easier to deal with.

**MAYOR COMMENTS**

- Noted that the City had received an award from MMIA a few months ago for the best Work Comp record for the year.

**STANDING COMMITTEE RECOMMENDATIONS**

***Flood Control: 2/17/2015:***

- Recommend to approve and move forward with 500-Year Flood Control Structure
- Recommend approval for Floodplain Administrator Malenovsky to organize an Ad hoc Committee to oversee the 500-Year structure option
- Recommend approval to pursue a contract with KLJ for the flood and funding options in regards to the chosen 500-year levee option

Councilperson and Chairperson of the Flood Control Committee John Hollowell explained the three recommendations and why the Committee has recommended their approval. The cost difference between the 100-year and 500-year plans for dike improvement was approximately three million dollars. Although a lot of money, it was a fairly small percentage of the whole project, so the Committee felt it would be best to go with the 500-year plan. A current estimate is \$41,580,000. If the City is not able to build the structure, it is estimated Miles City residents would pay \$55 million over the next 30 years.

The Ad Hoc Committee was recommended to oversee the project, as it was felt a project of this size required the input of key individuals, including engineers and representatives in various fields.

The Committee felt it was necessary to approve pursuing the contract with KLJ as soon as possible in order for the Committee to obtain the proper information needed for further discussion and decisions. Flood Plain Administrator Sam Malenovsky explained that an option had to be chosen in order to know what funds are available.

There were many people in the audience concerned about flood issues. Administrator Malenovsky said the construction design could be completed in five to seven years, and the search for funding will include levies and grants. She said FEMA currently does not even recognize that Miles City has a dike, which is why the flood insurance is so high. The rates are expected to increase in April, and Administrator Malenovsky said she feels they will go up every year. She noted that Miles City has more flood insurance policies than anyplace else in the State.

**\*\*** *Councilperson Hollowell moved to accept the recommendations of the Flood Control Committee, seconded by Councilperson Gardner and passed unanimously. The Flood Committee Recommendations were approved.*

***Finance Committee Meeting of 2/19/15:***

- **Recommend approval of a minimum \$15/month payment for an ambulance bill**

Chairperson Galbraith received a request for ambulance bill assistance, as the charges had been denied by Medicaid. The individual is currently a patient at the State Hospital, has been denied by Social Security Disability and has no income or assets. The Fire Chief felt this is an account that probably will not get paid. It could be written off or the City could accept low payments. The Committee recommended accepting payments of \$15 per month.

- **Recommend approval of up to \$2000 for furniture and miscellaneous moving expenses for Police Department**

Police Chief Colombik explained that the Police Department is in the process of moving to the larger Veteran's Administration hospital building. The offices will be located in the entire right wing of the building, at no charge to the City. As compensation, the Police Department will provide security for the VA building.

The offices and available storage areas are much larger. Basic furniture is needed, such as chairs and bookshelves. He estimates no more than \$1500 or \$2000 will be required. The Committee recommended approval of up to \$2,000.

- **Recommend to not waive reconnection fee on a customer's water bill**

Mayor Grenz explained that he received a phone call after 6:00 p.m. on a Friday evening from a customer whose water had been shut off Friday morning. The customer had made a payment on-line late that afternoon, but it had not been received by the water office until Monday.

After service has been disconnected, the customer is then responsible for paying a \$35 reconnect fee, which had not been paid with the online payment. Friday evening the mayor called Dispatch, who then contacted the Public Utilities Director. Upon learning the Mayor had requested the water service restored, the water was turned back on.

Mayor Grenz has requested waiver of the reconnect fee. After the Finance Committee recommended the fee not be waived, Mayor Grenz said he would pay the reconnect fee for this customer.

\*\* *Councilperson Andrews moved to accept the Finance Committee's recommendations, seconded by Councilperson Hollowell and, on roll call vote, passed unanimously, 7-0. The Finance Committee's recommendations were approved.*

## **BID OPENINGS/AWARDS**

None.

## **PUBLIC HEARINGS**

None

## **UNFINISHED BUSINESS**

None

## NEW BUSINESS

- A. **RESOLUTION NO. 3775:** A Resolution Adopting A Purchasing Cardholder Policy For The City Of Miles City, Montana

\*\* *Councilperson Gardner moved to adopt Resolution No. 3775, read by title only and seconded by Councilperson Andrews. On roll call vote, the motion passed 6-1, with Councilperson Ahner voting no. Resolution No. 3775 was adopted.*

- B. **RESOLUTION NO. 3777:** A Resolution Approving An Amendment To Engineer-Owner Agreement With Kadrmas, Lee & Jackson, Inc., For Development Of A Flood Mitigation Plan In Relation To The Miles City Flood Control Feasibility Study

\*\* *Councilperson Hollowell moved to adopt Resolution No. 3777, read by title only and seconded by Councilperson Martin. On roll call vote, the motion passed by unanimous consent, 7-0. Resolution No. 3777 was adopted.*

- C. **RESOLUTION NO. 3778:** *(First Reading)* A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2014-2015 To Increase The Budgeted Amount In Fund # 2510-107-430233-350 To Fund Overage Expenses For The Tatro Street CTEP Project

\*\* *Councilperson Hollowell moved to adopt Resolution No. 3778, read by title only and seconded by Councilperson Brush.*

Public Works Director Gray explained that this is an overage on the Tatro Street CTEP project. The contract stated that, although the City would pay for them, the State was obligated to notify the City of all overages as they occurred. The overages, amounting to \$18,691, are being paid by the City under protest. The State has threatened to send the City to collections and withhold all monies for future State funded projects if the amount is not paid.

City Attorney Rice said there is a chance these charges could be reduced or eliminated, as the State technically breached the contract by not notifying the City of the overages.

\* *On roll call vote, Councilperson Hollowell's motion passed 6-1, with Councilperson Ahner voting no. Resolution No. 3778 was adopted.*



D. **RESOLUTION NO. 3779:** A Resolution Approving An Easement For Road Purposes Granting Access Across City Owned Property To Landmark Land Company, LLC

\*\* *Councilperson Hollowell moved to adopt Resolution No. 3779, read by title only and seconded by Councilperson Gardner.*

Bryant Martin, attorney for Landmark Land Company LLC, explained the easements to the Council. In 2012, both easements were approved by the Airport Commission and signed by Lee Richardson, who was the chairperson of the Airport Commission at that time. They were recorded and returned to Mr. Martin. It seems that was done improperly; the Airport Commission chairperson does not have authority to sign an easement for City property. Mr. Martin would like the City Council to approve the easements and the Mayor to sign them, as should be properly done.

The map for the first easement, “*for road purposes*”, was shown to the Council by Mr. Martin and he explained that this gated “two-track” road is presently an emergency access road only. The primary access is through Prima Vista. The purpose of this easement is “...for the residential ingress and egress to and from Grantee’s lands. The easement is private and is limited to the use of Grantee, its agents, guests, service companies, and the parties’ successors and assigns.” The Airport Commission had not asked for any compensation for the two easements, as it is for a “non-exclusive use,” and the grantee is required to maintain the road. The City may grant other easements along this same road.

\* *On roll call vote, the motion passed 6-1, with Councilperson Ahner voting no. Resolution No. 3779 was adopted.*

E. **RESOLUTION NO. 3780:** A Resolution Approving And Granting An Easement For Access And Utilities Across City Owned Property To Landmark Land Company, LLC

\*\* *Councilperson Hollowell moved to adopt Resolution No. 3780, read by title only and seconded by Councilperson Brush.*

The purpose of the second easement, “*for access and utilities across City owned property*” is “...for the residential access and utilities to and from Grantee’s lands. This easement is private and is limited to the use of Grantee....successors and assigns.” There is nothing in the area of the proposed easement at this time.

Councilperson Ahner felt the utility companies, rather than Landmark Land Company, should request an easement from the City.

- \* *On roll call vote, the motion passed 5-2, with Councilpersons Ahner and Hollowell voting no. Resolution No. 3780 was adopted.*

### **ADJOURNMENT**

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

The meeting was adjourned at 8:20 p.m.

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**C.A. Grenz, Mayor**

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**Lorrie Pearce, City Clerk**

## **Finance Committee Meeting February 19, 2015**

The Finance Committee met Thursday, February 19<sup>th</sup>, 2015, at 1:00 p.m. in the City Hall Conference Room. Present were Committee Chairperson Susanne Galbraith and Committee Members Dwayne Andrews and Sheena Martin. Committee Member Hollowell was excused.

Also present were ~~Police~~ Chief Doug Colombik, Mayor C.A. Grenz, Utility Billing Clerk Patti Bishop, City Clerk Lorrie Pearce and Committee Recorder/Deputy City Clerk Connie Watts.

Committee Member Galbraith called the meeting to order.

**1. REQUEST OF CITIZENS:**

-None.

**2. REVIEW AND RECOMMENDATION ON REQUEST FOR AIRPORT EASEMENTS FOR ROAD PURPOSES & ACCESS AND UTILITY EASEMENT**

Bryant Martin, attorney for Landmark Land Company LLC, spoke to the Committee about the easements. In 2012, both easements were approved by the Airport Commission and signed by Lee Richardson, who was the chairperson of the Airport Commission at that time. They were recorded and returned to Mr. Martin. It seems that was done improperly; the Airport Commission chairperson does not have authority to sign an easement for City property. Mr. Martin would like the City Council to approve the easements and the Mayor to sign them, as should be properly done.

The map for the first easement, "*for road purposes*", was shown to the Committee by Mr. Martin and he explained that this gated "two-track" road is presently an emergency access road only. The primary access is through Prima Vista. The purpose of this easement is "...for the residential ingress and egress to and from Grantee's lands. The easement is private and is limited to the use of Grantee, its agents, guests, service companies, and the parties' successors and assigns."

The purpose of the second easement, "*for access and utilities across City owned property*" is "...for the residential access and utilities to and from Grantee's lands. This easement is private and is limited to the use of Grantee.....successors and assigns."

\*\* *Councilperson Andrews moved to recommend approval of the "Easement for Road Purposes" to the Council, seconded by Councilperson Galbraith and, on roll call vote, passed unanimously, 3-0*

**3. REVIEW AND RECOMMENDATION ON AMBULANCE BILL ASSISTANCE**

Chairperson Galbraith received a request for ambulance bill assistance, as the charges had been denied by Medicaid. The individual is currently a patient at the State Hospital, has been

denied by Social Security Disability and has no income or assets. The Fire Chief felt this is an account that probably will not get paid. It could be written off or the City accept low payments.

*\*\* After further discussion, Committee Member Andrews moved to recommend to Council approval of a payment schedule of \$15 per month. The motion was seconded by Committee Member Martin and passed unanimously, 3-0.*

**4. DISCUSSION AND RECOMMENDATION ON POLICE OFFICE FURNITURE AND MISCELLANEOUS MOVING EXPENSES**

Police Chief Colombik explained that the Police Department is in the process of moving to the larger Veteran's Administration hospital building. The PD's offices will be located in the entire right wing of the building, at no charge to the City. As compensation, the Police Department will provide security for the VA building.

The offices and available storage areas are much larger. Basic furniture is needed, such as chairs and bookshelves. He estimates no more than \$1500 or \$2000 will be required.

*\*\* Committee member Andrews moved to recommend allowing the expenditure of up to \$2,000 for the Police Department for moving expenses, seconded by Committee Member Martin and passed unanimously, 3-0.*

Police Chief Colombik also informed the committee that the Police Department is preparing preliminary paperwork for a DOT grant for up to \$5,000 for body cameras. He will be able to purchase 12 cameras, with no City match required. A budget amendment resolution and a resolution to accept the grant contract will be needed.

**5. REVIEW AND RECOMMENDATION ON LEASE EXTENSION BETWEEN CITY OF MILES CITY AIRPORT AND PINNACLE TOWERS LLC**

Committee Chairperson Galbraith explained that the current leaseholder (Pinnacle Towers LLC) desires to prepay and amend the terms of its current lease, which expires July 31, 2018. The Lessee wishes to extend the Agreement by implementing five (5) additional renewal terms of five (5) years each, with the final Renewal Term expiring on July 31, 2043. The Lessee also would agree to prepay \$37,500 for the next ten years' rental (approximately March, 2015 through March 2025) beginning after this Amendment has been executed. Normal lease payments would then resume.

*\*\* Committee Member Andrews moved to recommend approval of the amendment, pending approval of City Attorney Dan Rice and Airport Attorney Janette Jones. Committee Member Martin seconded the motion. On roll call vote, the motion passed unanimously, 3-0.*

**6. ORDINANCE NO. 1285: (First Reading) An Ordinance Changing The Zoning Of The Lots 9, 10, 11, And 12 in Block 86 Of The Miles City Original Townsites From Residential A Zone to General Commercial, And Providing For A Hearing Thereon (Request by Douglas Emeline-816 Atlantic)**

The Zoning Board has recommended approval of the zone change, and no one spoke against it. The owner has been using the property for commercial storage and desires to build new storage units on the property, which would necessitate a zone change.

\*\* *Committee Chairperson Galbraith moved to recommend approval of Ordinance No. 1286, seconded by Committee Member Martin and, on roll call vote, passed unanimously, 3-0.*

## 7. RENEW AND RECOMMENDATION ON WATER CONNECTION FEE

Mayor Grenz explained that he received a phone call after 6:00 p.m. on a Friday evening from a customer whose water had been shut off Friday morning. The customer had made a payment on-line late that afternoon, but it had not been received by the water office until Monday.

After service has been disconnected, the customer is then responsible for paying a \$35 reconnect fee, which had not been paid with the online payment. Friday evening the mayor called Dispatch, who then contacted the Public Utilities Director. Upon learning the Mayor had requested the water service restored, the water was turned back on.

Mayor Grenz has requested waiver of the reconnect fee. After the Finance Committee recommended the fee not be waived, Mayor Grenz said he would pay the reconnect fee for this customer.

\*\* *Committee Member Galbraith moved to recommend NOT waiving the reconnect fee, seconded by Committee Member Martin and passed unanimously, 3-0.*

Mayor Grenz said he will pay the reconnect fee for this customer.

## 8. REVIEW REVENUES

The Committee reviewed revenues received through the end of December.

## 9. ADJOURNMENT

\*\* *Committee Member Andrews moved to adjourn the meeting, seconded by Committee Member Martin and passed unanimously, 3-0.*

The meeting was adjourned at 2:50 p.m.

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**Susanne Galbraith, Chairperson**

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**Connie Watts  
Recorder/Deputy City Clerk**

## **Finance Committee Meeting March 5, 2015**

The Finance Committee met Thursday, March 5<sup>th</sup>, 2015, at 5:00 p.m. in the City Hall Conference Room. Present were Committee Chairperson Susanne Galbraith and Committee Members Dwayne Andrews and Sheena Martin. Committee Member Hollowell was excused.

Also present were Public Works Director Scott Gray and Committee Recorder/City Clerk Lorrie Pearce.

Committee Member Galbraith called the meeting to order.

**1. REQUEST OF CITIZENS:**

-None.

**2. RESOLUTION NO. 3781-A Resolution Adopting An Ambulance Bill Collection Policy For The City Of Miles City, Montana**

*\*\* After a brief conversation, Committee Member Andrews moved to recommend approval of Resolution No. 3781 to the Council. The motion was seconded by Committee Member Martin and passed unanimously, 3-0.*

**3. RESOLUTION NO. 3776-A Resolution Approving A Department Of Administration Local Government Services Bureau Standard Audit Contract For Financial Audit Services Between The City Of Miles City And Olness & Associates, PC, CPA'S.**

Clerk Pearce explained that the quotes are increased 5% each year to cover increased expense for Olness. She explained that Olness hasn't raised their charges in many years.

*\*\* Chairperson Galbraith moved to recommend to Council approval of Resolution No. 3776. The motion was seconded by Committee Member Martin and passed unanimously, 3-0.*

**4. RESOLUTION NO. 3778-A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2014-2015 To Increase The Budgeted Amount In Fund # 2510-107-430233-350 To Fund Overage Expenses For The Tatro Street CTEP Project**

Director Gray explained the amount for the resolution should be changed from \$18,691 to \$5,830. This is to cover overexpenditure for construction costs on the project. He added that there will be another invoice approximately \$14,000-\$15,000 for construction engineering, but that won't be completed until about 6 months from now, so it will be included in the 15/16 budget.

\*\* *Committee member Martin moved to recommend, with changes, approval of Resolution No. 3778 to the Council, seconded by Committee Member Andrews and passed unanimously, 3-0.*

**5. ADJOURNMENT**

\*\* *Committee Member Martin moved to adjourn the meeting, seconded by Committee Chairperson Galbraith and passed unanimously, 3-0.*

The meeting was adjourned at 5:06 p.m.

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**Susanne Galbraith, Chairperson**

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**Lorrie Pearce  
Recorder/City Clerk**



OFFICE OF HISTORIC PRESERVATION

CITY OF MILES CITY, MONTANA

Date: March 10, 2014  
To: Mayor, City Council Members, Interim Tax Increment Finance District Committee  
Members  
Re: Staff Report: Miles City Tax Increment Finance District

The Department of Revenue has determined that it will not grant Miles City a base year of 2014 for the Tax Increment Finance District. We will submit the application for a base year of 2015.

The denial is due to an omission in the data provided by DOR of owners of personal and centrally assessed properties for the required mail notification. The omission was discovered during review of our final DOR Application package on 12/16/14 during a conversation with DOR to obtain "assessment" codes for the personal and centrally assessed property. We requested the data immediately upon learning DOR had not provided the list of personal and centrally assessed properties in the original data set. We did not receive the data from DOR until December 29<sup>th</sup>, preventing us from curing the deficiency in notification prior to the December 31, 2014 deadline required to capture 2014 for the base year.

The City Attorney proposed sending a waiver of notice to all affected property owners, and post adoption public hearings for ratification of the Ordinance to cure the deficiency of notice. DOR legal informed the City Attorney that they did not find these methods a satisfactory method to cure the deficiency the State requires the process be complete prior to December 31<sup>st</sup> of the base year. Upon their request, we provided our early estimate of \$70,000 increment revenue, the loss of which they did not find significant enough to warrant making an exception. A later analysis using all 2014 building permits and the new tax valuations released by DOR shows the total impact in lost revenue to be \$35,927 for 2014 and an estimate of receipts of \$45,000 for 2015.

We have completed in-depth research to identify any additional steps that must be taken to meet DOR requirements. We will not be required to update the Deficiency of Infrastructure or Existence of Blight studies captured in Resolution 3752. We have received a complete and current data set from DOR on February 26, 2015 and are prepared to move forward by mailing legal notice to all owners of personal and centrally assessed property within the TIFD boundaries and hold public hearings during Council meetings. The Resolutions and Ordinances adopted earlier will receive new numbers and be amended with a paragraph stating they are being passed again to ensure proper notice. The process will take about six – eight weeks.

This additional time may actually work to our benefit in that this gives the Interim Committee more time to better structure the administrative mechanism, work with MSU-B to complete the feasibility plan and prepare a business recruitment and marketing plan for the district, and form stronger partnerships among the downtown owner's group. All of the above activities are well underway.

Zeier Consulting, LLC has offered to cover the cost of the additional mailing and public notices as well as preparation of the relevant Resolutions and Ordinance.

Respectfully submitted,

Connie Muggli

17 South 8<sup>th</sup> Street  
Miles City, Montana 59301

Office: 406-874-8616  
Cell: 406-852-6072



## ORDINANCE NO. 1286

**AN ORDINANCE CHANGING THE ZONING OF LOTS 9, 10, 11 AND 12 IN BLOCK 86 OF THE MILES CITY ORIGINAL TOWNSITE FROM RESIDENTIAL A ZONE TO GENERAL COMMERCIAL ZONE, AND PROVIDING FOR A HEARING THEREON.**

**WHEREAS**, the owner of the below described real property, Douglas Emeline, has made application for the property to be rezoned from Residential A (RA) zone to General Commercial District (GC) zone;

**AND WHEREAS**, such property is situated within the incorporated city limits of the City of Miles City, Montana;

**AND WHEREAS**, Section 24-8 of the Miles City Code requires that such application be referred to the City Zoning Commission for public hearing and recommendation to the City Council prior to any action by the City Council upon such application;

**AND WHEREAS**, the Miles City Zoning Commission, on January 8, 2015, held a public hearing upon said application, and upon deliberation, recommended to the City Council that such zoning change be approved.

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

**Section 1.** Zoning for the following described real property located within the incorporated city limits of the City of Miles City, Custer County, Montana, is hereby rezoned from Residential A (RA) zone to General Commercial District (GC) zone, to wit:

Lots 9, 10, 11 and 12 in Block 86 of the Miles City Original Townsite, Custer County, Montana, according to the official plat and survey thereof on file with the Clerk and Recorder in and for Custer County, Montana.

**Section 2.** The City of Miles City Staff Report prepared as part of the review of this application is hereby adopted as Findings of Fact to support the Council's decision.

**Section 3.** A public hearing shall be held upon this proposed zoning change before the City Council at 7:00 P.M. on the 10th day of March, 2015, in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana.

**Section 4.** The City Clerk shall give notice of the date, time and place of such hearing by publication in the Miles City Star at least 15 days prior to the date of such hearing, in accordance with MCA Sections 76-2-303 and 305.

**Section 5.** This ordinance shall be in full force and effect thirty (30) days after its final passage and approval.

Said Ordinance read and put on its passage this 10th day of February, 2015.

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

ATTEST:

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

**FINALLY PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

**CITY OF MILES CITY**  
**Zoning Commission**  
Box 910  
Miles City, MT 59301

January 29, 2015

Mayor Grenz and City Council,

RE: Proposed re-zone for Douglas Emeline located in the Original Townsite Addition, Block 86, Lots: 9 - 12 (816 Atlantic) from Residential "A" (RA) to General Commercial (GC).

The Miles City Zoning Commission conducted its public hearing on January 28, 2015 to consider the request to re-zone the above described area. After reviewing comments from the public hearing, the Zoning Commission recommends approval of the zone change to General Commercial.

Please schedule this for review by the City Council at your earliest convenience.

Respectfully,

A handwritten signature in black ink, appearing to read 'Amber Trenka', written over a horizontal line.

Amber Trenka, Chair  
Zoning Commission

Revenue Code: 4060-323040

Fee: \$200.00

# City of Miles City ZONE CHANGE APPLICATION

17 South 8<sup>th</sup> Street  
Miles City, MT 59301

Date Received: 12-15-14  
to be filled out by City

Note: If more than one property/petitioner a list of signatures and legal descriptions may be attached to this application.

I, Douglas Emeline Douglas is/are petitioning the City of Miles City to rezone the following property:  
signature

### LEGAL DESCRIPTION OF PROPERTY:

Street Address or General Location 816 Atlantic  
Tract/s \_\_\_\_\_ in Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ OR  
9-12 of Original Township in Section 33 Township 08N Range 42E  
Subdivision Name  
Assessor Number/s or Geocode 14-1740-33-4-39-08-0000  
Assessment Code: 000RMS3071

### PRIMARY CONTACT:

Applicant Name: Douglas Emeline If a business: Contact Name Same  
Please print Please print

Address: 416 S. Montana  
Miles City, MT. 59301

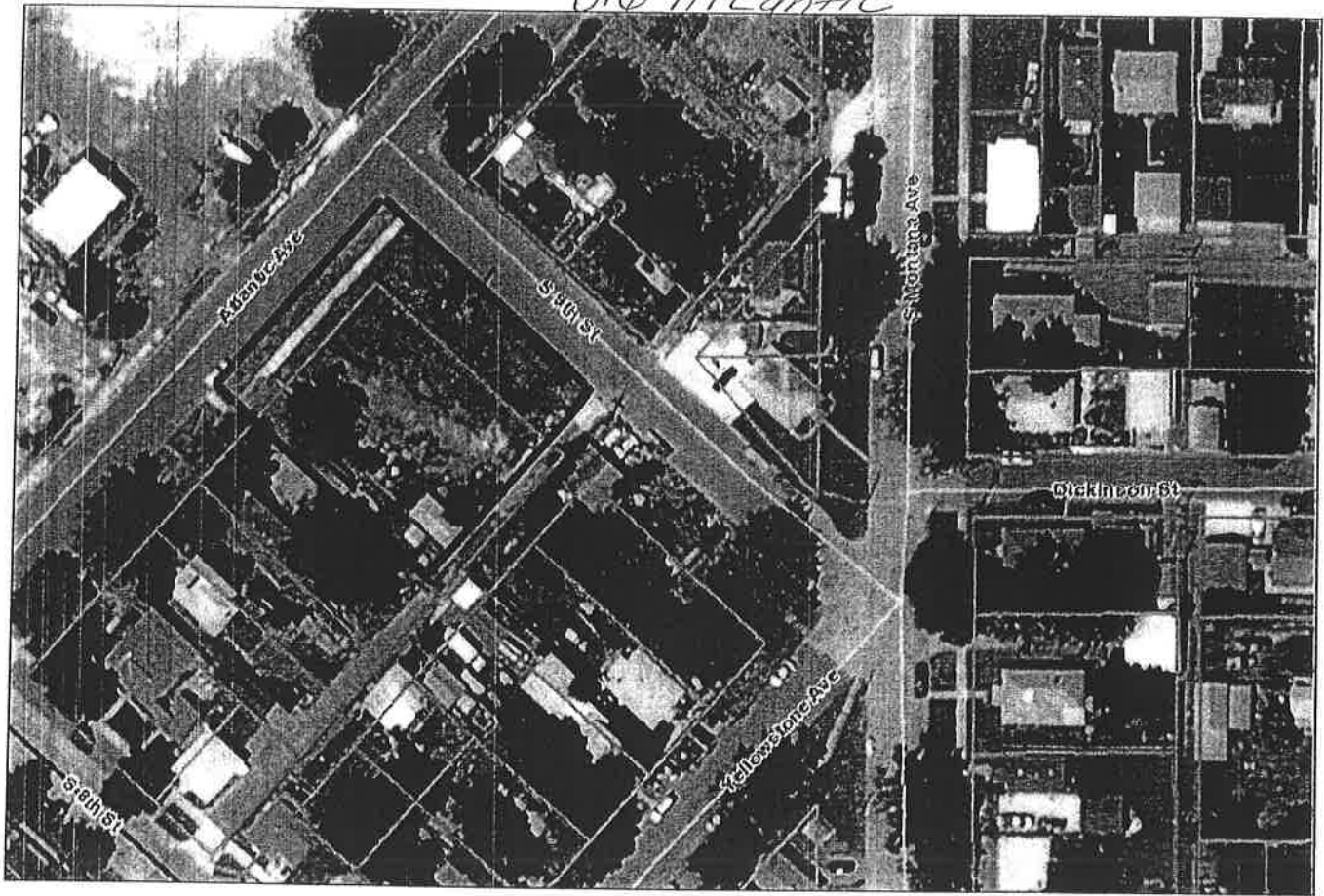
Phone: 406 234 6051 Cell Phone: 406 951 4385 Email: doug.emeline@yahoo.com

### DESCRIPTIVE DATA:

Total area in acres: 14,000 sq ft.  
Existing Zoning: Residential A Proposed Zoning Commercial (General)  
Existing Use Commercial Storage  
 Yes  No Purpose of the zone change is for pending development/sale. If so please explain the nature of the proposal or state any other reason for requested change  
I would like to build Storage rental units

Note: All information must be filled in for the application to be complete. Submission of an application is not a guarantee that a zone change will be approved.

816 Atlantic



**RE-ZONE  
Property Owner List  
for  
Doug Emeline - 816 Atlantic**

Douglas R. Emeline  
PO Box 537  
Miles City, MT 59301

BNSF Railway Co.  
Staubach Rep for BNSF  
PO Box 676160  
Dallas, TX 75267-6160

Larry Bennett  
PO Box 3276  
Gresham, OR 97030

Jacob T. Smith  
914 Atlantic Ave.  
Miles City, MT 59301

Russell D. Irion  
PO Box 177  
Miles City, MT 59301

Amber Jo Hirsch  
918 Atlantic Ave.  
Miles City, MT 59301

Ronald J. Bartkowski  
313 S. Montana Ave.  
Miles City, MT 59301

Marian R. Niedge  
319 S. Montana Ave.  
Miles City, MT 59301

James D. Hinman  
823 Yellowstone Ave.  
Miles City, MT 59301

Joana/Lola A. Bair  
815 Yellowstone Ave.  
Miles City, MT 59301

Larry R & Evalyn L Harding  
813 Yellowstone Ave.  
Miles City, MT 59301

Montana Land Project LLC  
PO Box 1952  
Great Falls, MT 59403-1952

Dianna M Sanders  
809 ½ Yellowstone Ave.  
Miles City, MT 59301

Milton L. Gaston  
807 ½ Yellowstone  
Miles City, MT 59301

Antonia Klein  
807 Yellowstone Ave.  
Miles City, MT 59301

Bonnie M. Jones  
814 Atlantic Ave.  
Miles City, MT 59301

Robert N & Darla M Parker  
3410 Leighton Blvd.  
Miles City, MT 59301

Cindy Scanlan  
304 S. 8<sup>th</sup> Street  
Miles City, MT 59301

Keith & Connie Bogner  
1017 Pleasant St.  
Miles City, MT 59301

Charles Hellickson  
312 S. 8<sup>th</sup> Street  
Miles City, MT 59301

Miles City Zoning Committee

Staff Report

January 28, 2015

Zone Change Request

Doug Emeline has requested a change in the zoning designation from Residential A to General Commercial on property he owns at 816 Atlantic Avenue in the Original Townsite. The proposed zone change would make it possible for him to build storage units. Surrounding land uses include General Commercial to the north and Residential to the south, east, and west of the property.

Finding of facts

The following is an evaluation of the zone change request under the criteria and guidelines for zoning regulations provided in Montana code Annotated 76-2-304.

1. Does the proposed zone change comply with the Miles City Growth Policy?

The Growth policy does not include a future land use map or other information designating the property for specific land uses or zoning designations.

The Growth Policy includes a statement that is applicable to this proposal:

“Zoning amendments shall consider the needs of the petitioner, neighboring property owners, and the greater community.” (Zoning, p.36). In this case, the landowner (petitioner) has requested a change in zoning designation. No concerns have been voiced to date by neighboring property owners and a general commercial designation would result in another option for this property. Based on this information, the proposal generally complies with the 2008 Miles City Growth Policy.

2. Is the proposed zone change designed to secure safety from fire and other dangers?

The property would be served by city water with a fire hydrant to the north of the property, which would help with fire protection. The property is assessable by Atlantic Ave. to the north of the property, and S.9Th to the east of the property, and would provide adequate emergency access. Therefore, the proposal is generally designed to secure safety from fire and other dangers.

3. Is the proposed zone change designed to promote public health, public safety, and the general welfare?

The building is located in a designated floodplain and the buildings would have to be built according to building codes and flood plain regulations. The building would also be required to mitigate the storm water off these units so that it doesn't run off onto adjacent properties. Therefore, the proposed zone change will have little impact on public health, safety or general

welfare other than possibly providing more storage units, which could be considered a benefit to the public.

4. Is the proposed zone change designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public facilities?

Transportation – The property is served by two roads. Pedestrian traffic is available by a sidewalk to the north and no bicycle facilities are available to the property.

Water and Sewer – Adequate city water and sewer are available.

Schools – School facilities are available to the surrounding properties.

Parks – Adequate parks are available to this property.

Other Public Requirements – Solid waste, mail delivery, and public utilities are available to this property.

Based on the above information, the proposed zone change is generally designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public facilities.

5. Does the proposed zone change provide reasonable provision of adequate light and air?

The proposed property is 14,000 sq. ft. in size, which is sufficient size to provide adequate light and air.

6. How would the proposed zone change effect motorized and non- motorized transportation systems?

As stated previously, adequate motorized vehicular access is available via two city streets. There is pedestrian traffic available by a sidewalk, but no bicycle facilities are available in the vicinity of the property.

7. Does the proposed zone change promote compatible urban growth and is it suitable for the proposed land use?

According to the map entitled, Miles City & Surrounding Jurisdiction Zoning Map (9/20/12), the zoning designation to the north is General Commercial Zoning and Residential Zoning to the east, west, and south. Changing the zoning to General Commercial will allow for storage units to be constructed.

8. Would the proposed zone change conserve the value of building and encourage the most appropriate use of the land?

As stated above, this area contains a mixture of land uses, ranging from residential to General Commercial. Changing the zoning on the subject property to general commercial would continue this pattern and therefore conserve the value of building and encourage the most appropriate use of the land.

Recommendation:

Adopt this report as findings of fact and recommend approval of the zone change to City Council.



# RESOLUTION NO. 3778

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2014-2015 TO INCREASE THE BUDGETED AMOUNT IN FUND # 2510-107-430233-350 TO FUND OVERAGE EXPENSES FOR THE TATRO STREET CTEP PROJECT.

*WHEREAS*, the City of Miles City wishes to amend the budget for Fiscal Year 2014-2015 to provide funding for overage expenses arising from the Tatro Street CTEP Project (Federal Aid Project No. STPU 8014(2)) for installation of sidewalks, as permitted by §7-6-4006 MCA;

*AND WHEREAS*, such amendment of the final budget will result in an overall increase in appropriation authority within fund # 2510-107-430233-350,

*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 2014-2015 shall be increased in the following amount:

Fund No. 2510-107-430233-350 (Professional Services), in the sum of \$18,691.00.

**This amount is being paid under protest, subject to a review of the overage incurred under State of Montana project management of said project. Payment of this expense is required in order to secure State funding of upcoming projects. This payment is being paid at this time to avoid delay in funding and/or commencement of upcoming State funded projects.**

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2014-2015 on the 10<sup>th</sup> day of March, 2015, 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 24<sup>TH</sup> DAY OF FEBRUARY, 2015.

\_\_\_\_\_  
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 10TH DAY OF MARCH, 2015.

\_\_\_\_\_  
C. A. GRENZ, Mayor

ATTEST:

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

## **NEW BUSINESS**

- A. Final Plat Subdivision Application  
(*Dairy Queen and Farm Credit Services  
Property*)**



# FINAL PLAT SUBDIVISION APPLICATION

Miles City Community Services & Planning  
17 South 8<sup>th</sup> Street, P.O. Box 910  
Miles City, MT 59301

Date Received: **RECEIVED FEB 25**  
*Office Use Only*  
File No: **FP-2015-01**  
*Office Use Only*

SUBDIVISION NAME: Amended Lot 3A-1, Block 2, The Meadows Subdivision

### OWNER(s)

Name: Bottrell Family Investments Contact: Jerry Thomas Phone: 406-652-7603  
Address: P.O. Box 80284 Cell Phone: \_\_\_\_\_  
Billings, MT 59108 Email: jthomas@transtechcenter.com

### TECHNICAL ASSISTANCE:

Name: Sanderson Stewart Contact: Peter Knapp Phone: 406-656-5255  
Address: 1300 North Transtech Way Cell Phone: \_\_\_\_\_  
Billings, MT 59102 Email: \_\_\_\_\_

DATE OF PRELIMINARY PLAT APPROVAL: February 10, 2015 & File No: PP-2014-02

### LEGAL DESCRIPTION OF PROPERTY:

Street Address or General Location 502 South Haynes Avenue  
Tract/s \_\_\_\_\_ in Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ or  
Lot/s 3A-1, Block 2 of The Meadows Subdivision in Section 35 Township 8 N Range 47 E  
*Subdivision Name*  
Assessor Number/s or Geocode 000RMS4693

### GENERAL DESCRIPTION OF SUBDIVISION:

Gross Area: 47,708 Sq Ft Net Area (land minus building area): 47,708 Sq Ft  
Number of Lots 2 Minimum Lot Size: 20,222 Sq Ft Maximum Lot Size: 27,486 Sq Ft

### PARKLAND (Indicate amount or check if exempt)

\_\_\_\_\_ Acres on site \_\_\_\_\_ Acres off site \$ \_\_\_\_\_ Cash in lieu  
\_\_\_\_\_ x \_\_\_\_\_ Exempt

### FINAL PLAT REQUIREMENTS:

Submittal Copies that meet the Uniform Standards for Final Subdivision Plats in ARM 24.183.1107 and as adopted by Section 21-62 of the Miles City Subdivision Regulations.

- 2 24 x 36 Mylar copies of plat
- 2 24 x 36 paper copies of plat
- 1 11x17 copy

Attachments to be submitted with this application (21-14(b)(2)(a), Miles City Code of Ordinances):

Final Plat review fee \$640<sup>00</sup>

A statement outlining how each condition of approval has been satisfied

Title Report or updated Abstract of Title showing ownership (*no older than 30 calendar days of prior to the date of submittal of the final plat application*)

A signed, dated and notarized statement from each landowner, if different from the subdivider, and each lien holder or claimant of record consenting to the platting of the subdivision dated no older than 30 calendar days prior to the date of submittal.

Montana DEQ or local sanitarian approval of the subdivision (*or approved exemption(s)*).

N/A Final grading and drainage plan (*include road plans & profiles, State/local encroachment or approach permits, as required*)

N/A All engineering plans

Any property owner association documents, including proposed bylaws, covenants or declarations

A certificate of dedication of public improvements (*on face of plat or as otherwise required*).

Copy of approved state highway permits when a new road or driveway will intersect with a state highway

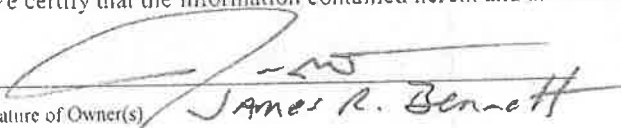
Description indicating which required improvements have been completed

A subdivision improvements agreement, financial guarantee and supporting documentation securing the future construction all incomplete improvements to be installed (*if applicable*)

City Attorney review of title report. *Note: the subdivision administrator is authorized to provide for the review of the abstract or certificate of title of the land in question by the City Attorney<sup>1</sup>.*

Tax certification from the county treasurer certifying that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid (*typically on face of plat*)<sup>2</sup>.

I/We certify that the information contained herein and all exhibits transmitted herewith are true.

  
Signature of Owner(s) JAMES R. BENNETT

2/18/15  
Date

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Date

1. The subdivision administrator will provide for the review of the abstract or certificate of title to be included in the subdivision documentation.  
2. For Applicant Information only. The final plat cannot be recorded until property taxes are paid in full.

CONSENT TO PLAT

Pursuant to 76-3-612, M.C.A, the undersigned Mortgagee, Stockman Bank of Montana  
(insert name of financial institution or other lienholder)

under the following Mortgage:

Date: 10/24/14  
Mortgagor: M+L Enterprises, Inc  
Document Number: 153 085

  
Signature and Title President - Miles City Branch

Stanley A. Markus  
Printed Name and Date 9/12/14

Does hereby acknowledge, join in and consent to the platting of the following described lands located in the City of Miles City, Custer County, Montana, which lands are subject to the lien of the above referenced Mortgagee:

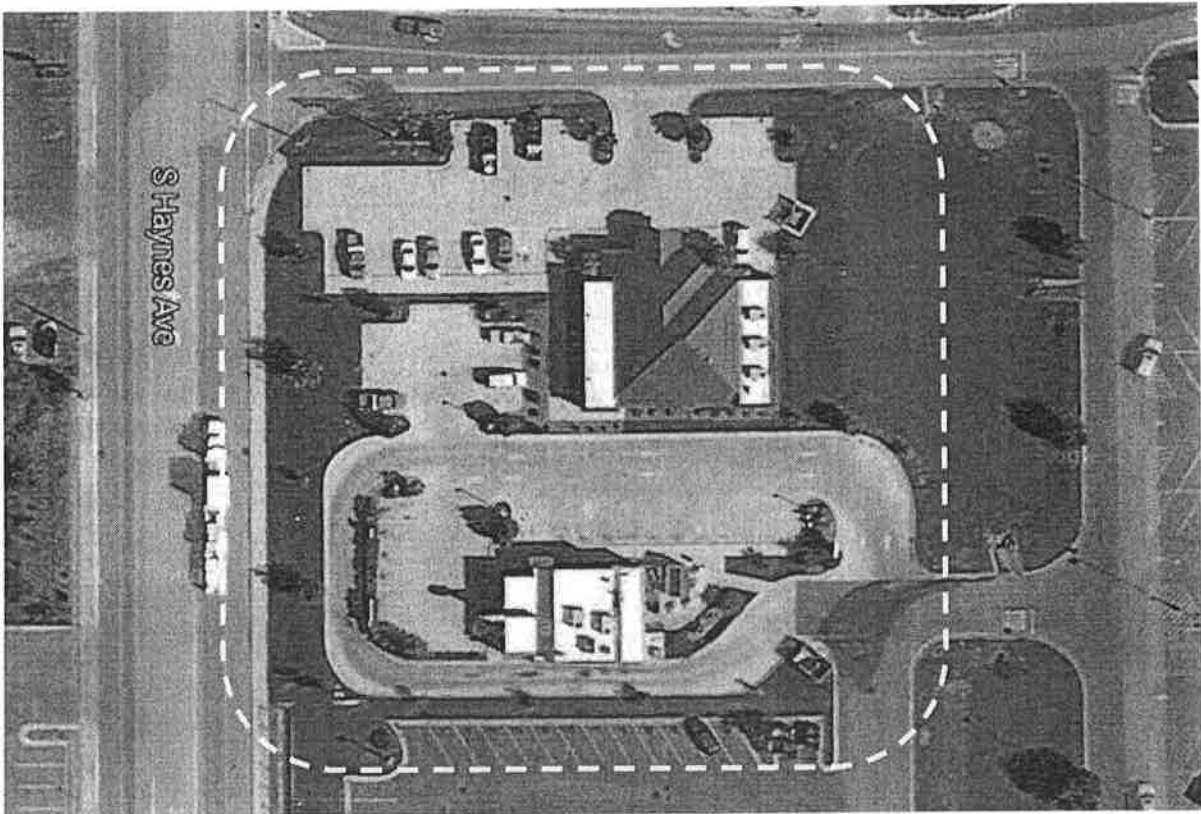
LEGAL DESCRIPTION:

Block 5 of Southgate Meadows, Sec 2, Twp 7N, R47 E  
in envelope 499 A, doc # 153010  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Final Plat Application Staff Report #FP-2015-01  
Amended Plat of Lot 3A-1, Block 2, Meadows Subdivision  
March 3, 2015**

On February 10, 2015, the City Council granted preliminary conditional approval to the preliminary plat of the subsequent minor subdivision of the Amended Plat of Lot 3A-1, Block 2 of the Meadows Subdivision which creates two lots for commercial purposes, with Lot 3A-1A at 20,222 sq. ft and Lot 3A-1B at 27,486 sq. ft. The property is described as the Amended Plat of Lot 3A-1, Block 2, The Meadows Subdivision, located in the SW1/4, Section 35, Township 8 North, Range 47 East, P.M.M., Custer County, Montana. The property is located along the east side of South Haynes Ave, north of the intersection of Stower Street and S. Haynes Ave. (See Figure 1). The property is within the city limits of Miles City and is zoned General Commercial (GC).

**Figure 1: Location Map**



Bottrell Family Investments is the owner of the subject property. Peter Knapp of Sanderson Stewart represents the applicant. The final plat application was submitted on February 25, 2015. The application materials were accompanied by the final plat (copy attached). The final plat will require signatures prior to filing.

The City Council is scheduled to review the final plat and make a decision whether to approve the final plat on March 10, 2015 at 7:00 PM in the City Hall Conference Room.

The conditions of preliminary approval are listed below. Following each condition *in bold italics* is a statement indicating how the condition has been met.

**Standard Conditions:**

1. The proposed Meadows Amended Block 2, Lot 3A-1 Subsequent Minor Subdivision shall conform to the Sections 76-3-401 through 406 MCA of the Montana Subdivision and Platting Act and Montana's Uniform Standards for Final Subdivision Plats. (76-3-401 – 406, MCA and Administrative Rules of Montana (ARM) 24.183.1107))

*As presented, the final plat appears to meet all of the requirements of the MSPA and the Uniform Standards for final subdivision plats.*

2. The final plat must conform to the 2014 Miles City Subdivision Regulations and all survey requirements. (Compliance with MCCO Section 21 and MCA 76-3.)

*As presented for filing, the final plat appears to conform to the 2014 Miles City Subdivision Regulations and all survey requirements.*

3. The subdivision must conform to all the rules and regulations set out in the Miles City Code of Ordinances.

*This subdivision appears to conform to all of the rules and regulations set out in the Miles City Code of Ordinances.*

4. The applicant(s) shall comply with all standards and procedures of the *2014 Miles City Subdivision Regulations* that are applicable to this subdivision prior to receiving final plat approval. The applicant(s) for this proposed subdivision is hereby informed that any unmet regulations, procedures, or provisions that are not specifically listed as conditions of approval, does not, in any way, create a waiver, variance, or other relaxation of the lawful requirements of the *2014 Miles City Subdivision Regulations* or State law. (MCCO Section 21 and MCA 76-3)

*The applicant has complied with all standards and procedures of the 2014 Miles City Subdivision Regulations that are applicable to this subdivision prior to receiving final plat approval and acknowledges that any unmet regulations, procedures, or provisions that are not specifically listed as condition of approval, does not, in any way, create a waiver, variance or other relaxation of the lawful requirements of the 2014 Miles City Subdivision Regulations or State law.*

5. The applicant(s) shall have three years from the date of preliminary approval to complete these conditions and apply for final plat approval. Application for final plat shall be submitted at least thirty days prior to the expiration of the preliminary plat approval period, unless the applicant(s) requests an extension in accordance with Montana Code Annotated. Failure to comply with the final plat provisions or the conditions of final plat thirty calendar days prior to the expiration of the preliminary plat approval period will



render the governing body's approval null and void. (*Miles City Subdivision Regulations 21-16(a)(8)(e) and 76-3-610, MCA*)

***The preliminary plat received conditional approval by the City Council of Miles City on February 10, 2015. The final subdivision plat application was submitted February 25, 2015, within the three year period.***

6. Any changes made to the original application or preliminary plat, other than changes made to meet the required conditions of final plat approval, may require the subdivider(s) to resubmit the application for subdivision review pursuant to state law and sections 21-14(b)(5) and 21-16(a)(9) of the 2014 *Miles City Subdivision Regulations*.

***No changes have been made to the preliminary plat other than those required by the conditions of final plat approval or those required to comply with the Montana Subdivision and Platting Act and Montana's Uniform Standards for Final Subdivision Plats. (76-3-401 – 406, MCA and Administrative Rules of Montana (ARM) 24.183.1107)***

**Site-Specific Conditions:**

7. Future maintenance must prevent the potential for the spread of noxious weeds on the property and the surrounding area. Section 7-22-2116, MCA states; "it is unlawful for any person to permit any noxious weeds to propagate on their property." (*76-3-608(3)(a) and 7-22-2116, MCA*)

***The owners of the lots in this subdivision shall continue to maintain their property in a weed-free condition and will not allow the propagation of noxious weeds.***

8. The proposed subdivision application, and/or any proposed exemption(s) from sanitation review, shall be reviewed and approved by the Department of Environmental Quality and the Miles City Sanitarian prior to final plat approval. (*MCA 76-4 and Miles City Subdivision Regulations 21-18(a)(9), (10), (11) and (12)*)

***This subdivision has been reviewed and approved by the Montana Department of Environmental Quality, approval #EQ-15-166, and the Miles City Health Department.***

**STAFF RECOMMENDATION:**

Approve the final plat for the Amended Plat Lot 3A-1, Block 2 of the Meadows Subdivision.

105583

MICRO

89

PLAT 866

**PARTIAL TERMINATION OF DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE MEADOWS**

THIS PARTIAL TERMINATION is made and executed this 5<sup>th</sup> day of June, 1997, by RIVER BEND ESTATES, INC., a Montana corporation, with its principal office situated in Miles City, Montana (hereinafter referred to as "Owner").

**WITNESSETH:**

WHEREAS, the Owner is the owner of record of Lots 3A-1 and 4A of Block 2, and that portion of Lot 5A of Block 2 lying west of the west boundary line of former Meadows Drive which was vacated by City Council Resolution No. 2747 (said Lots 3A-1, 4A and portion of Lot 5A are hereinafter referred to as the "Amended Lots"), all in The Meadows Subdivision, Blocks 2 & 3 Amended, Miles City, Custer County, Montana, according to the official plat thereof filed for record on April 4, 1997, as Document No. 104908 in Envelope No. 328 of the plat cabinet in the office of the County Clerk and Recorder in and for Custer County, Montana (the "Amended Plat"); and

WHEREAS, the Owner is also the owner of record of more than seventy-five percent (75%) of the land area within the Property described in and subject to that certain Declaration of Covenants, Conditions and Restrictions for The Meadows dated February 21, 1995, and recorded February 21, 1995, in Book M-77 of Misc. at Page 461, microfilm records of Custer County, Montana (the "Declaration"); and

WHEREAS, that portion of The Meadows formerly described as Lot 1 of Block 3, and now described and depicted on the Amended Plat as Lots 1A-1 and 2A-1 of Block 3, and that portion of Lot 5A of Block 2 lying east of the west boundary line of former Meadows Drive which was vacated by City Council Resolution No. 2747, was not subject to the Declaration, nor was such property annexed to the Declaration in accordance with the terms thereof; and

WHEREAS, as a result of changes in the development strategy since the Declaration was recorded, the Owner desires to partially terminate the declarations, covenants, conditions and restrictions with respect to the Amended Lots,

NOW, THEREFORE, the Owner, as the owner of record of the requisite percentage of ownership necessary to terminate, modify and amend the Declaration pursuant to Section 5.7 and Article VII thereof, does hereby state and declare as follows:

1. Except as provided herein, the declarations, covenants, conditions and restrictions set forth in the Declaration are hereby terminated, rescinded and revoked as the same relate to the Amended Lots. Notwithstanding the foregoing, the covenants, conditions and restrictions set forth in said Section 5.3 of the Declaration is not hereby terminated, rescinded or revoked, and the same shall remain in full force and effect with respect to the Amended Lots.

MICRO 89 PAGE 867

In addition, as to Lots 3A-1 and 4A of the Amended Lots only, any development on said Lots shall devote at least 7% of the developable area to landscaping.

2. Except as specifically set forth herein with respect to the Amended Lots, all of the declarations, covenants, conditions and restrictions set forth in the Declaration shall remain in full force and effect.

3. This Partial Termination of the Declaration shall be effective upon recording of this instrument in the office of the Clerk and Recorder of Custer County, Montana.

IN WITNESS WHEREOF, the Owner has executed this Partial Termination as of the day and year first above written.

RIVER BEND ESTATES, INC., a Montana corporation

By Edward C. Kimball  
Edward C. Kimball, President



Al Muri  
Al Muri, Secretary

STATE OF MONTANA

County of Custer

This instrument was acknowledged before me on June 5, 1997, by Edward C. Kimball and Al Muri, as President and Secretary, respectively, of RIVER BEND ESTATES, INC., a Montana corporation



Rhea J. Hanson  
Notary Public for the State of Montana  
Residing at Missoula City, Montana  
My Commission Expires: 9/15/2000

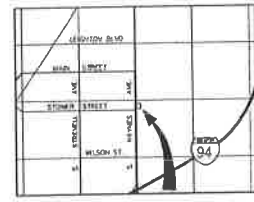
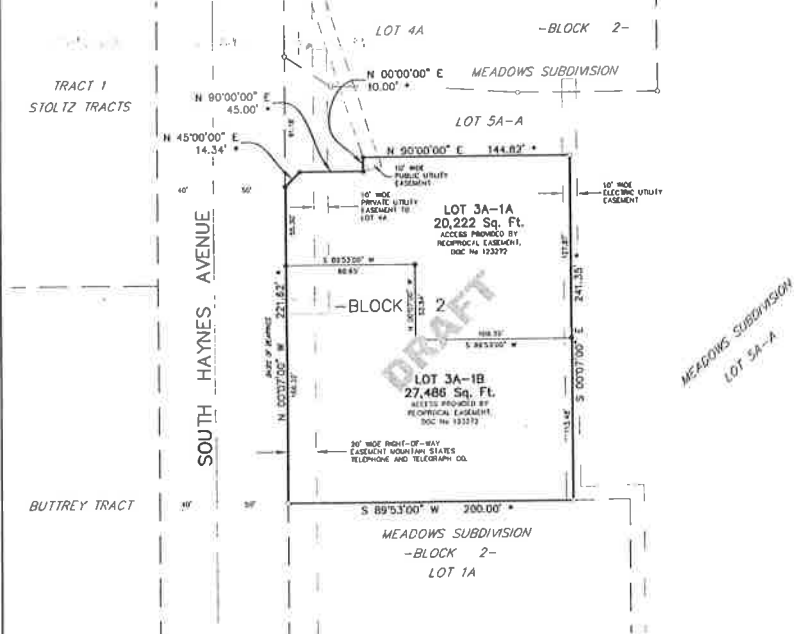
105583

Filed for record this JUN 13, 1997 day of JUN at 2:30 o'clock  
County of Custer W P M in 1997 in 1089 of 1086 Page 866 Fee 12.00  
by BETH ANN MILLIGAN Debra Clark  
Dputy

DRAFT AMENDED PLAT OF LOT 3A-1, BLOCK 2,  
**THE MEADOWS SUBDIVISION**  
 IN THE SW1/4 OF SECTION 35, T. 8 N., R. 47 E., P.M.M.  
 MILES CITY, CUSTER COUNTY, MONTANA

PREPARED FOR : **BOTTRELL FAMILY INVESTMENTS**  
 PREPARED BY : **SANDERSON STEWART**

JANUARY 2015  
 BILLINGS, MONTANA



SCALE: 1"=40'

- BASIS OF BEARING: PLAT OF THE MEADOWS SUBDIVISION BLOCKS 2 & 3 AMENDED.  
 \* MEASURED AND RECORD PER OFFICIAL PLAT, DOCUMENT No 104908.
- o FOUND SURVEY MONUMENT, REBAR WITH "HKM" CAP.
  - o SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"

**CERTIFICATE OF DEDICATION**

STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

KNOW ALL MEN BY THESE PRESENTS: That **BOTTRELL FAMILY INVESTMENTS LIMITED PARTNERSHIP**, the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said plat being situated in the SW1/4 of Section 35, T. 8 N., R. 47 E., P.M.M., in the City of Miles City, Custer County, Montana, said tract being more particularly described as follows, to-wit:

Lot 3A-1 in Block 2 of the Meadows Subdivision, Blocks 2 & 3 Amended, Miles City, Custer County, Montana, according to the official plat thereof on file in the office of the Clerk and Recorder of said County in Envelope 328A, Document No 104908.

Pursuant to 76-3-621(3)(b) M.C.A. and Custer County Subdivision Regulations, there is no period, dedication requirement for the subdivision into parcels that are all non-residential.

Said tract to be known and designated as AMENDED LOT 3A-1, BLOCK 2, THE MEADOWS SUBDIVISION; there is no public land dedication with this plat.

**BOTTRELL FAMILY INVESTMENTS LIMITED PARTNERSHIP**  
 By Diamond B Company, Inc., a Montana corporation  
 as General Partner

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

STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public for the State of Montana, personally appeared \_\_\_\_\_ known to me to be a person who signed the foregoing instrument as \_\_\_\_\_, either of Diamond B Company, Inc., a Montana corporation as General Partner of Bottrell Family Investments Limited Partnership, and acknowledged to me that said signature executed the same. Witness my hand and seal the day and year herein above written.

Signature of Notary \_\_\_\_\_

**CERTIFICATE OF FILING BY CLERK & RECORDER**

STATE OF MONTANA )  
 ) ss  
 County of Custer )

Filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
 at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

County Clerk & Recorder  
 Custer County, Montana



**NOTICE OF APPROVAL**

STATE OF MONTANA )  
 ) ss  
 County of Custer )

This plat has been approved for filing by the Custer County Board of Planning and conforms to the recommendations of this board.

Date: \_\_\_\_\_ President \_\_\_\_\_  
 Executive Secretary \_\_\_\_\_

**CERTIFICATE OF CITY HEALTH DEPARTMENT**

This Subdivision Plat has been reviewed and approved by the Miles City Health Department and the State Department of Environmental Quality.

Miles City Health Department \_\_\_\_\_ Date \_\_\_\_\_

**ERRORS AND OMISSIONS REVIEW**

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana.

Examining Land Surveyor \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATE OF CITY ATTORNEY**

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Date: \_\_\_\_\_  
 Reviewed by: \_\_\_\_\_

**CERTIFICATE OF COUNTY TREASURER**

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b)/76-3-207(3), M.C.A.

Date: \_\_\_\_\_  
 Custer County Treasurer \_\_\_\_\_  
 By: \_\_\_\_\_ Deputy \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

The undersigned, a Montana Registered Land Surveyor, declares that during the month of January 2015, a survey was performed under his supervision of a tract of land to be known as AMENDED LOT 3A-1, BLOCK 2, THE MEADOWS SUBDIVISION, in accordance with the request of the owner thereof and in conformity with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and survey the positions shown thereon and that the gross area is 47,708 square feet and the net area is 47,708 square feet.

SANDERSON STEWART

By: Peter B. Knapp  
 Montana Registration No. 8372-S  
 Date: \_\_\_\_\_

**CERTIFICATE OF CITY COUNCIL APPROVAL**

STATE OF MONTANA )  
 ) ss  
 County of Custer )

We hereby certify that we have examined the annexed and foregoing plat of AMENDED LOT 3A-1, BLOCK 2, THE MEADOWS SUBDIVISION and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Custer County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat are being dedicated to such use as are acceptable.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF MILES CITY, MONTANA, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF MILES CITY, MONTANA

By: \_\_\_\_\_ Mayor \_\_\_\_\_

Attest: \_\_\_\_\_ City Clerk \_\_\_\_\_

**CLERK & RECORDER / EXAMINING LAND SURVEYOR APPROVAL**

The following described survey has been reviewed for recording in our office for conformance to ARM 24.183.1101, 24.183.1107 and mathematical closure and area computations. The survey is approved for conformance to the above cited and is authorized by law and approved for recording or filing at your earliest convenience pursuant to 7-4-2617 MCA. Please bring this approval statement and new deeds to the office when filing to speed the processing of the record.

Description of Document or Survey: The Meadows Minor Subdivision, SW ¼ of Section 35, Township 8 North, Range 47 East, P.M.M., Custer County, Montana, commissioned by Bottrell Family Investments and dated January, 2015.

Disclaimer: This approval applies to ELS review only, the subdivision review is performed by the Miles City Planning Department.

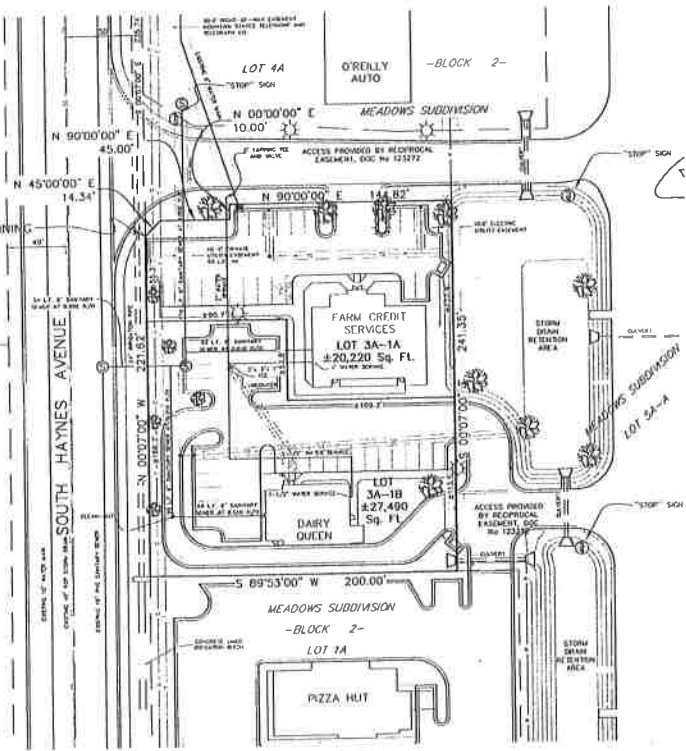
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Linda Corbett  
Clerk & Recorder  
Custer County, Montana

TRACT 1  
STQ.12 TRACTS

POINT OF BEGINNING



BUTTREY TRACT



VICINITY MAP

Reviewed by the Engineering Authority  
under contract with the  
Department of Environmental Quality / PCD  
Local Reviewer: MSR 2-5-15 Date  
Accepted under contract  
Janet Stranland 2/10/15 Date  
DCQ Request #: EQ\*15-1661

RECEIVED

FEB 09 2015

MT DEQ PUBLIC WATER  
& SUBDIVISION BUREAU



TO PLAN AND DESIGN ENSURING COMMUNITIES...

SANDERSON  
STEWART  
www.sanderSONSTEWART.com

DATE	02/09/2015
FILE	150209001
PROJECT	150209001
PROJECT NO.	150209001
CAL.	SEA
QUALITY ASSURANCE	
DATE	02/09/2015
DATE	02/09/2015

THE MEADOWS SUBDIVISION

RECEIVED BY THE DEPT. OF ENVIRONMENTAL QUALITY  
DIVISION OF PUBLIC WATER & SUBDIVISION BUREAU

1.0



February 11, 2015

Bryan S Alexander  
Sanderson Stewart  
1300 North Transtech Way  
Billings MT 59102

RE: The Meadows Subdivision  
Amended Lots 3A-1A & 3A-1B  
Custer County  
E.Q. #15-1661

Dear Mr Alexander:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

*Barb Kingery*  
Barb Kingery, Supervisor  
Subdivision Review Section

BK/le

cc: County Sanitarian  
County Planning Board

STATE OF MONTANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
CERTIFICATE OF SUBDIVISION APPROVAL  
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder  
Custer County  
Miles City, Montana

E.Q. #15-1661

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as  
**The Meadows Subdivision Amended Lots 3A-1A & 3A-1B**

NW 1/4,,SW1/4, Section 35, T8N., R.47E., P.M.M.,  
Custer County, Montana containing 1.095+ acres

Consisting of Two Lots have been reviewed by personnel of the Permitting and Compliance Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the Plat# \_\_\_\_\_ is made with the understanding that the following conditions shall be met:

THAT the Lots size as indicated on the Plat# \_\_\_\_\_ to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT Each Lot shall be used for One Commercial Building, and,

THAT the City of Miles City Public Water System PWS # 00291 is currently supplying service which consists of individual service connections to their existing main line in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT Each individual sewage treatment system consists of an existing service connection to the City of Miles City Municipal Sewage Treatment System that complies with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT the existing storm water runoff collection system for each lot , which consists of site grading, culverts and structures that share retention with Wal-Mart Real Estate Business Trust. All Improvements and associated easements and maintenance responsibilities have been revealed with relevant as built drawing by Professional Engineer Bryan S Alexander PE# 15193, and,

THAT the developer and/or owner of record shall provide Each purchaser of property with a copy of the Plat, approved location of water supply and sewage treatment connections as shown on the attached lot layout, along with all storm easement and maintenance documentation and a copy of this document, and,



THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting additional structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

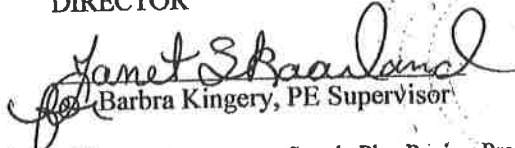
YOU ARE REQUESTED to record this certificate by attaching it to the Plat# \_\_\_\_\_ filed in your office as required by law.

Dated this 6<sup>th</sup> day of February, 2015.

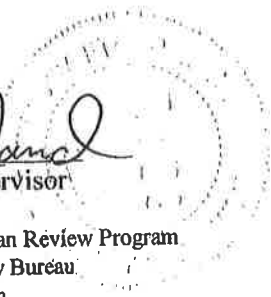
Reviewed and approved for Custer County by:

By:   
Michael Rinaldi RS/EHO  
Custer County Environmental Health  
Miles City Jurisdiction

Tom Livers  
DIRECTOR

By:   
Barbra Kingery, PE Supervisor

Subdivision and Public Water Supply Plan Review Program  
Subdivision and Public Water Supply Bureau  
Permitting and Compliance Division  
Department of Environmental Quality



Owner's Name: Bottrell Family Investments

**UPDATED GUARANTEE**

Subdivision or Proposed Subdivision: Fee \$ 150.00  
Guarantee No. 5010500-800230

**Amended Plat of Lot 3A-1, Block 2 of The Meadows Subdivision.**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE; THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY, GUARANTEES:

**SANDERSON STEWART**

for the purposes of aiding its compliance with Custer County Subdivision Regulations,

in a sum not exceeding \$1,000.00,

THAT according to those public records which, under the recording laws of the State of Montana, impart constructive notice of matters affecting the title to the land(s) described in the following legal description:

A tract of land located in the SW¼ of Section 35, Township 8 North, Range 47 East, M.P.M., Custer County, Montana.

- 1. Parties having a record title interest in said lands whose signatures are necessary under the requirements of Custer County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

**BOTTRELL FAMILY INVESTMENTS LIMITED PARTNERSHIP**

By: Authorized Partner or Partners of Bottrell Family Investments Limited Partnership.

- 2. Parties holding liens or encumbrances on the title to said land(s) are:

U.S. BANK, NATIONAL ASSOCIATION, of 555 SW Oak, Portland, OR 97204, evidenced by:

- a. Montana Deed of Trust, Security Agreement and Assignment of Rents and Lease, dated August 20, 2004, filed for record on October 1, 2004, at 9:54 A.M., as Document No. 130029, real estate records of Custer County, Montana, given to secure a promissory note in the principal sum of \$950,000.00 and any other amounts and/or obligations secured thereby, due and payable under the terms thereof, with a maturity date of August 15, 2014.

GRANTOR: Bottrell Family Investments Limited Partnership  
LENDER: U.S. Bank, National Association, of 555 SW Oak, Portland, OR 97204  
TRUSTEE: U.S. Bank Trust Company, N.A.

1. Amendment to Deed of Trust (Montana), dated August 20, 2014, filed for record on September 22, 2014, at 1:00 P.M., as Document No. 161640, real estate records of Custer County, Montana, executed by BOTTRELL FAMILY INVESTMENTS LIMITED PARTNERSHIP, as GRANTOR, and U.S. BANK NATIONAL ASSOCIATION, as BENEFICIARY.
2. Amendment to Deed of Trust (Montana), dated November 20, 2014, filed for record on February 2, 2015, at 9:49 A.M., as Document No. 162569, real estate records of Custer County, Montana, executed by BOTTRELL FAMILY INVESTMENTS LIMITED PARTNERSHIP, as GRANTOR, and U.S. BANK NATIONAL ASSOCIATION, as BENEFICIARY.

- b. Montana Deed of Trust, Security Agreement and Assignment of Rents and Lease, dated January 27, 2015, filed for record on February 3, 2015, at 4:11 P.M., as Document No. 162572, real estate records of Custer County, Montana, given to secure a promissory note in the principal sum of \$1,985,742.00 and any other amounts and/or obligations secured thereby, due and payable under the terms thereof, with a maturity date of February 10, 2025.

GRANTOR: Bottrell Family Investments Limited Partnership  
LENDER: U.S. Bank, National Association, of 555 SW Oak, Portland, OR 97204  
TRUSTEE: U.S. Bank Trust Company, National Association

3. Easements, claims of easements and restriction agreements of record are:

- a. Highway Right of Way Easement, dated January 10, 1936, filed for record on January 17, 1936, in Book 55 of Deeds, at Page 221, real estate records of Custer County, Montana.
- b. Underground Easement, dated May 6, 1983, filed for record on May 23, 1983, in Book M-21 of Misc., at Page 1025, real estate records of Custer County, Montana.
- c. Bargain and Sale Deed, dated September 27, 1982, filed for record on October 25, 1982, in Book M-19 of Deeds, at Page 127, real estate records of Custer County, Montana.
  1. Quitclaim Deed, dated July 6, 1995, filed for record on January 8, 1996, in Book M-81 of Deeds, at Page 611, real estate records of Custer County, Montana.
  2. Quitclaim Deed, dated December 12, 1995, filed for record on January 8, 1996, in Book M-81 of Deeds, at Page 613, real estate records of Custer County, Montana.
  3. Quitclaim Deed, dated August 19, 1996, filed for record on August 23, 1996, in Book M-85 of Deeds, at Page 168, real estate records of Custer County, Montana.
- d. Right-of-Way Easement, dated September 11, 1986, filed for record on October 4, 1986, in Book M-29 of Misc., at Page 156, real estate records of Custer County, Montana.
- e. Declaration of Covenants, Conditions and Restrictions for The Meadows, dated February 21, 1995, filed for record on February 21, 1995, in Book M-77 of Misc., at Page 461, real estate records of Custer County, Montana.

1. Ratification and Consent, dated March 7, 1995, filed for record on March 7, 1995, in Book M-77 of Misc., at Page 639, real estate records of Custer County, Montana.
  2. Partial Termination of Declaration of Covenants, Conditions and Restrictions for The Meadow, dated June 5, 1997, filed for record on June 13, 1997, in Book M-89 of Misc., at Page 866, real estate records of Custer County, Montana.
- f. Subdivision Improvements Agreement, dated February 7, 1995, attached to Certificate of Survey, filed for record on February 8, 1995, as Document No. 98639, in Envelope No. 310A of the Plat Cabinet in the office of the County Clerk and Recorder in and for Custer County, Montana.
- g. Waiver of Rights to Protest, dated February 7, 1995, attached to Certificate of Survey, filed for record on February 8, 1995, as Document No. 98639, in Envelope No. 310A of the Plat Cabinet in the office of the County Clerk and Recorder in and for Custer County, Montana.
- h. Amended Resolution, Designation of Limited Access Highway, R/W ID. F 23-1[5]1, Main & Haynes – Miles City, Custer County, Montana, dated June 4, 1996, filed for record on July 23, 1996, as Document No. 102876, in Book M-84 of Misc., at Page 815, real estate records of Custer County, Montana
1. Amended Resolution, Designation of Controlled Access Highway and Facility, dated July 13, 2006, filed for record on July 17, 2006, as Document No. 135524, real estate records of Custer County, Montana.
- i. Development Agreement, dated June 5, 1997, filed for record on June 13, 1997, in Book M-89 of Misc., at Page 868, real estate records of Custer County, Montana.
- j. Access, Storm Sewer and Utility Easements, dated January 27, 2003, filed for record on January 31, 2003, as Document No. 123272, real estate records of Custer County, Montana.
1. Amendment to Access, Storm Sewer and Utility Easements, dated September 19, 2003, filed for record on November 25, 2003, as Document No. 126862, real estate records of Custer County, Montana.
- k. Quitclaim Deed, dated December 8, 1997, filed for record on December 12, 1997, in Book M-92 of Deeds, at Page 143, real estate records of Custer County, Montana.
- l. Quitclaim Deed, not dated, filed for record on December 12, 1997, in Book M-92 of Deeds, at Page 145, real estate records of Custer County, Montana.
- m. Access, Storm Water Drainage, and Utility Easement, dated May 4, 1999, filed for record on May 19, 1999, as Document No. 111525, real estate records of Custer County, Montana.
- n. Right-of-Way Easement, dated July 28, 2003, filed for record on August 25, 2003, as Document No. 125636, real estate records of Custer County, Montana.

- o. Interests; easements, rights and all other matters disclosed in/on the following plats/surveys filed for record in the office of the Clerk and Recorder in and for Custer County, Montana:
  - 1. Document No. 98639 in Envelope No. 310A
  - 2. Document No. 101915 in Envelope No. 317A;
  - 3. Document No. 104908, in Envelope No. 328A
  - 4. Document No. 108298, in Envelope No. 339B
- p. Unrecorded leaseholds, if any; rights of parties in possession other than the vestees herein; rights of secured parties, vendors and vendees under conditional sales contracts for personal property installed on the premises herein; and rights of tenants to remove trade fixtures.
- q. Assessments, rules and regulations of the Tongue and Yellowstone River Irrigation District and all matters concerning ditches, canals, laterals or roads, and all easements/rights-of-way associated therewith.
- r. Annual assessments by reason of the property being located within the boundaries of Lighting District 165 and Street Maintenance District No. 204 of the City of Miles City, Montana and within the boundaries of the Miles City Area Solid Waste Disposal District.
- s. Any future assessments and all rules and regulations by reason of the property being located within the boundaries of the Custer County Water and Sewer District.

Tax Status:

2014 Tax Statement - Parcel No. RMS 4693  
1<sup>st</sup> Half - \$10,388.77 - PAID  
2<sup>nd</sup> Half - \$ 9,115.04 - Not Paid  
TOTAL - \$19,503.81

2013 and prior years taxes are paid.

Guarantee date: February 12, 2015 at 7:30 A.M.

**FIRST AMERICAN TITLE INSURANCE COMPANY, through Security Abstract  
& Title Company, Agent.**

  
\_\_\_\_\_  
**DEBRA A. FERRIN, Authorized Signatory**

 <b>First American Title™</b>	<b>Guarantee Face Page</b>	
	ISSUED BY <b>First American Title Insurance Company</b>	
<b>Guarantee</b>	GUARANTEE NUMBER <b>5010500- 800230</b>	
	FILE NO. 25283	



**First American Title™**

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**First American Title Insurance Company**

*Dennis J. Gilmore*

Dennis J. Gilmore  
President

*Jeffery S. Robinson*

Jeffery S. Robinson  
Secretary

Security Abstract & Title Company  
510 Main St., PO Box 1588  
Miles City, MT 59301  
Phone - 406-234-3415

*Debra Merin*  
Authorized Signatory

## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

## GUARANTEE CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

### 2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 3. NO DUTY TO DEFEND OR PROSECUTE.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final

## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

### 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

### 7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.



## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

### 8. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

### 9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

### 10. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

### 11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against

any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

### 12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.

# RESOLUTION NO. 3776

## **A RESOLUTION APPROVING A DEPARTMENT OF ADMINISTRATION LOCAL GOVERNMENT SERVICES BUREAU STANDARD AUDIT CONTRACT FOR FINANCIAL AUDIT SERVICES BETWEEN THE CITY OF MILES CITY AND OLNES & ASSOCIATES, PC, CPA'S**

*WHEREAS*, the City of Miles City requires professional audit services, and wishes to retain the services of Olness & Associates, PC, CPA's of Billings, Montana, to provide such services;

*AND WHEREAS*, Olness & Associates, PC, CPA's have provided a three year contract for audit services for approval by the City;

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

1. That the Department of Administration Local Government Services Bureau Standard Audit Contract, attached hereto as Exhibit "A," is hereby approved and adopted by the City Council of the City of Miles City;
2. That the Mayor of the City of Miles City his hereby authorized and empowered to execute such Contract on behalf of the City, and to bind the City thereto;
3. That the Mayor is hereby authorized to execute such additional documents as may be necessary to carry out the terms of said Contract.

**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 10<sup>th</sup> DAY OF MARCH, 2015.**

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C.A. Grenz, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

**EXHIBIT "A" TO RESOLUTION NO. 3776**

**DEPARTMENT OF ADMINISTRATION**

**LOCAL GOVERNMENT SERVICES BUREAU**

**STANDARD AUDIT CONTRACT**

THIS CONTRACT is made this 16<sup>th</sup> day of FEBRUARY, 2015, by and between

OLNESS & ASSOCIATES, PC, CPA'S  
**Certified or Licensed Public Accountant**  
**("Contractor"),**

CITY OF MILES CITY  
**Governmental Entity**  
**("Entity"),**

and the **Montana Department of Administration, Local Government Services Bureau, ("State")**, PO Box 200547, Helena, MT 59620-054 acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated.

1. **State Approval:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State has approved and signed the contract and the State subsequently does not approve and sign the contract, the Contractor is not entitled to receive any compensation for the work performed.
2. **Audit Period and Payment:** This contract covers the following audit period(s):  
JULY 1, 2014 to JUNE 30, 2017.

A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ 15,500.00 for initial (or sole) audit covering 07 /01 /14 to 06 /30 /15.  
\$ 16,275.00 for subsequent audit covering 07 /01 /15 to 06 /30 /16.  
\$ 17,000.00 for subsequent audit covering 07 /01 /16 to 06 /30 /17.

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference.

B. If the cost of any subsequent audit is not agreed upon at the time this contract is executed, the Contractor and the Entity shall negotiate the cost at a later date. The results of this negotiation will be set forth in the Appendices and made a part of this contract. The Contractor shall provide the State and the Entity with a copy of the appropriate Appendices.

- C. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.
2. continued:
- D. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain 10 percent of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.
3. **Audit Scope:** The Contractor shall conduct a financial statement audit of the Entity as follows:
- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The objective of the audit is the expression of the Contractor's opinion on the Entity's financial statements. The Contractor shall obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, the audit is not designed to detect error or fraud that is immaterial to the financial statements. If the Contractor's opinion on the Entity's financial statements is other than unqualified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.
- B. The Contractor shall include tests of internal control over financial reporting, but the audit is not designed to provide an opinion on internal control or to identify significant deficiencies. The Contractor, however, shall make the Entity aware, in writing, of any significant deficiencies that come to the Contractor's attention.
- C. The Contractor shall include the following tests of compliance and other matters as required by Government Auditing Standards. These tests, however, will not be designed to provide an opinion on such compliance. The Contractor shall determine whether:
- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
  - (2) the Entity has complied with the provisions of each of its revenue bond ordinances and indenture agreements;
  - (3) if the audit is of a county, city or town, money is or has been retained in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
  - (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency funds maintained by the Entity, as required by Section 2-7-505, MCA.
- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as

amended by the Single Audit Act Amendments of 1996 and OMB Circular A-133.

- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this audit contract must be as specified in Appendices A, B and C.
3. continued:
- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined by the Governmental Accounting Standards Board. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State's Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.
- If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.
- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:
- (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring enrollment reports; and
  - (2) when applicable, the extracurricular funds for pupil functions.
- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.
- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing.
- J. The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period.
- K. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.
4. **Entity's Responsibilities:** The Entity shall be responsible for:
- A. its basic financial statements, including note disclosures;
  - B. all supplementary information required by GASB and by provisions of this contract;

- C. establishing and maintaining effective internal control over financial reporting, including internal controls related to the prevention and detection of fraud;
  - D. ensuring that it complies with the laws and regulations applicable to its activities;
4. continued:
- E. making all financial records and related information available to the Contractor;
  - F. the schedule of expenditures of federal awards required for audits conducted under OMB Circular A-133;
  - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
  - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
  - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
5. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
6. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
7. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) therefore. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of OMB Circular A-133, the Contractor shall also complete the audit and issue the audit report within the time period required by that Circular, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the A-133 due date from a federal agency, the Entity shall submit a copy of the approved extension to the State.
8. **Audit Presentation:** The final audit report must contain basic financial statements and required supplementary information consistent with financial reporting standards in effect for the year or years being audited, as established by the Governmental Accounting Standards Board. In addition, other supplementary information required by provisions within this contract and by OMB Circular A-133 must also be included, if applicable.
- A. The final audit report must also contain any other financial statements and supporting schedules and information as agreed upon by the Entity and Contractor.

- B. The financial statements presented must be in accordance with the financial reporting standards in effect for the year or years being audited, as described above. If the accounting records or other circumstances do not permit financial statements to comply with these requirements, the Contractor shall notify the
8. continued:  
State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must also be modified as required to reflect a departure from generally accepted accounting principles.
- C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
- D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
9. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. an independent auditor's report on the financial statements of the Entity;
- B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards. If applicable, this report must include information about fraud, illegal acts, significant violations of provisions of contracts or grant agreements, and significant abuse, or indications of these acts.
- C. a report disclosing any lack of compliance with State statutes, rules, regulations, or ordinances that would not have a material effect on the financial statements, but of which the Contractor becomes aware during the course of the audit. This report must be referred to in the report required in 9.B. above. This report may be combined with other reports if appropriate, or the findings may be included in a management letter. If included in a management letter, that letter must be included as a part of, or accompanying, the audit report.
- D. a report on any supplemental schedules or information presented, if any such schedules or information are presented in the audit report. This report may be given in a supplemental information paragraph of the auditor's report on the financial statements (9.A. above), or in a separate report. For the following supplemental information, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
- Supplemental schedule of school district enrollment required in paragraph 11.A;
  - Supplemental schedule of school district extracurricular fund financial activities required in paragraph 11B; and
  - Supplemental schedule of expenditures of federal awards required by OMB circular A-133 and in paragraph 10.A.
- E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically

identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.

9. F. If the Contractor includes audit findings in the reports referenced in 9.B. and 9.C. above or in a continued:  
management letter, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor files copies of the audit report with the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.
10. **Single Audits:** All audit reports for single audits done in accordance with OMB Circular A-133 must also contain the following:
- A. a schedule of expenditures of federal awards. As required by OMB Circular A-133, the schedule must:
- (i) list individual federal programs by federal agency. For federal programs included in a cluster of programs, list individual federal programs within a cluster of programs;
  - (ii) for federal awards received as a subrecipient, include the name of the pass-through entity and identifying number assigned by the pass-through entity;
  - (iii) provide total federal awards expended for each individual federal program and the CFDA number or other identifying number when the CFDA information is not available;
  - (iv) include notes that describe the significant accounting policies used in preparing the schedule;
  - (v) to the extent practical, for pass-through entities identification in the schedule of the total amount provided to subrecipients from each federal program; and
  - (vi) in either the schedule or a note to the schedule, the value of the federal awards expended in the form of non-cash assistance, the amount of insurance in effect during the year, and loans or loan guarantees outstanding at year end. While not required, it is preferable to present this information in the schedule.
- B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by OMB Circular A-133 and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- C. a report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with OMB Circular A-133. This report must refer to the separate schedule of findings and questioned costs described in paragraph 10.D. of the contract. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- D. a schedule of findings and questioned costs which must include the information required by OMB Circular A-133.
- E. the corrective action plan required by OMB Circular A-133, if that plan is available at the time the Contractor files copies of the audit report with the State. This corrective action plan may be combined



with the Entity's planned corrective actions related to findings reported in accordance with Government Auditing Standards, as provided in paragraph 9.F., above.

11. **School Districts:** School district audit reports must also include the following as supplemental information/schedules:
  11. continued:
    - A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. ~~The schedule~~ must contain the enrollment both as reported in the Fall and Spring enrollment reports and as documented by the school district's enrollment records; and
    - B. a detailed schedule of extracurricular fund financial activities.
12. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited. **The report must include, or be accompanied by, all written reports and letters discussing findings and recommendations from the Contractor to the Entity, including but not limited to the reports and schedules referred to in paragraphs 9 and 10 above as well as any management letters that include findings and recommendations.**
13. **Exit Interview:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and appropriate Entity officials and employees. **The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference.** The Contractor further agrees that before submitting the final report, it will not discuss the audit findings with anyone other than the Entity or the State. However, once the Contractor delivers the final audit report, the report is deemed to be a public record.
14. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
  - A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C and the cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices. The Contractor shall submit one of these copies to the attorney for the Entity.
  - B. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
  - C. The Contractor shall provide the State with four copies of each audit report at no charge. **These copies must be sent to the State at the same time the Contractor delivers the final audit report to the Entity and must include any management letters that include findings and recommendations.** A letter of transmittal must accompany the State's copies, advising the State of the date of the exit conference, the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours spent by the Contractor in the conduct of the audit, the total audit fees billed the Entity, whether the audit was conducted in accordance with the provisions of OMB Circular A-133, and whether there were any findings or opinion qualifications in the audit report, and, if so, whether the entity's corrective action plan or response was included as part of or submitted with the audit report.
  - D. If the Entity is a school district or associated cooperative, the Contractor shall provide copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.

- E. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide one copy of the audit report to the city or town clerk.
- F. If the audit is a single audit conducted in accordance with the provisions of OMB Circular A-133, the
14. continued:  
Entity shall provide copies of the reporting package defined in OMB Circular A-133 and the data collection form to the federal clearinghouse designated by OMB. In addition, the Entity shall provide either a copy of the reporting package, or the alternative written notification as described by OMB Circular A-133 to all federal, state and other granting and pass-through agencies as required by Circular A-133.
15. **Entity Response:** If not included in the audit report as provided in paragraphs 9.F. and 10.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report, as required by Section 2-7-515, MCA, and ARM 2.4.409. **This notification must also address any findings and recommendations contained in management letters, which are considered a part of the audit report as prescribed in paragraph 12.** If the audit is a single audit conducted in accordance with OMB Circular A-133, this corrective action plan must also meet the requirements of Circular A-133 and contain all information required by that Circular.
16. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
17. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters with respect to this engagement. This contract shall not include non-audit services, and the Contractor shall neither arrange for nor accept non-auditing work with the Entity which could in any way impair the Contractor's independence in violation of professional standards. If required by the State, the Contractor shall document that independence has been maintained in both fact and appearance as required by professional auditing standards.
18. **Prime Contractor:** The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. The Contractor shall obtain the **written approval of the Entity and the State before** engaging correspondent Contractors, consultants, or subcontractors to provide services in connection with this audit. **Any Contractors subcontracted to perform audit work must be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the Local Government Services Bureau.** The Contractor is responsible to the Entity and the State for the acts and omissions of all correspondent Contractors, consultants, subcontractors, or agents and of persons directly or indirectly employed by such correspondent Contractors, consultants, subcontractors or agents, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this contract creates any contractual relationship between any correspondent Contractor, consultant, or subcontractor and the State.
19. **Entrance and Exit Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences dealing with audit exceptions and recommendations regarding accounting or operating procedures, management policies, or internal control changes.
20. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative

- Audit Division, access to the Contractor's audit programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the audit programs and supporting working papers
20. continued:  
available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S.-General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, audit programs, and audit working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.
21. **State Review:** As provided by Section 2-7-522, MCA, the State may review the audit report submitted by the Contractor. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.
22. **Independent Contractor:** The Entity and the State recognize that the Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for purposes of tax, retirement system, or social security (FICA) withholding.
23. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71) Neither the Contractor nor its employees are State employees for the purposes of this paragraph.
24. **Indemnification:** The Contractor agrees to protect, defend, and save the State and Entity, their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of the Contractor and/or its agents, employees, representatives, assigns, and subcontractors, except the sole negligence of the State or Entity, under this agreement.
- If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall indemnify, defend, and hold harmless the Contractor against such obligations.
25. **Insurance:** Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence as respects the State and Entity and their elected officers, officials, employees, and

volunteers. Any insurance or self-insurance maintained by the State and Entity, their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it

- The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any continued:
25. act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity reserve the right to require complete copies of insurance policies at all times.

26. **Compliance with Laws:** The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.
27. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, and photocopying or reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.
28. **Termination before Audit Has Commenced:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State, may cancel this contract by providing 20 days' written notice to the other parties. The contract may be canceled under this paragraph for cause. Cause includes, but is not limited to, failure of any party to comply with the terms of this contract or with any Administrative Rule adopted by the State under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated.

In addition, if both the Contractor and the Entity mutually agree to cancel this contract before the commencement of the audit, for convenience, the State shall consent to cancellation of the contract upon written notification by the Contractor and the Entity of their agreement to cancel this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

29. **Termination after the Audit Has Commenced:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State, may cancel this contract for failure of any party to comply with the terms of this contract or with any Administrative Rule adopted by the State under the authority of Title 2, Chapter 7, Part 5, MCA, or for other cause. This right of cancellation may be exercised by providing the breaching party written notice of the default and, if applicable,

- provide 20 days from the date of the notice to cure the default. If the Contractor is the breaching party and fails to remedy the breach, then the Contractor is not entitled to the audit fee set out in this contract. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the audit fee set out in this contract, based on the percentage of work completed at the time of cancellation. In addition, if both the
29. continued:  
Contractor and the Entity mutually agree to cancel this contract for convenience; the State shall consent to cancellation of the contract upon written notification by the Contractor and the Entity of their agreement to cancel this contract.
30. **Professional Requirements:** By signing this contract, the Contractor certifies that it is in compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
31. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984 as amended by the Single Audit Act Amendments of 1996 and OMB Circular A-133, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
32. **Governing Law and Venue:** This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. The parties also agree that any litigation concerning this Contract in which the State is not named as a party must be brought in the Judicial District in and for the County in which the Entity is located, and each party shall pay its own costs and attorney fees.
33. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
34. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (1) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
35. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
36. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

IN WITNESS WHEREOF, Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

**Certified or Licensed Public Accountant**

OLNESS & ASSOCIATES, PC, CPA'S  
Firm Name

By: \_\_\_\_\_  
Authorized Representative

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

**Governmental Entity**

CITY OF MILES CITY  
Entity Name

By: \_\_\_\_\_  
Authorized Representative

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

**Montana Department of Administration,  
Local Government Services Bureau**

By: \_\_\_\_\_  
Approved By

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

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): CITY OF MILES CITY

Telephone:  
406-

Address: PO Box 910  
(Street Address or P.O. Box)

Miles City, MT 59301  
(City/Town) (Zip Code)

Contact Person(s):

PUBLIC ACCOUNTANT/ACCOUNTING  
FIRM (CONTRACTOR):

OLNESS & ASSOCIATES, PC, CPA'S

Address: 2810 CENTRAL AVENUE, SUITE B  
(Street Address or P.O. Box)

Telephone:

BILLINGS, MT 59102  
(City/Town) (Zip Code)

Contact Person(s):

BRENT D. OLNESS, CPA (BRENT@OLNESSCPA.COM)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending  
JUNE 30, 2015 (and \_\_\_\_\_).  
(Month & Day) (Year) (Year)

B. Date to commence audit work: 11/2/2015

C. Date to submit final audit report  
to Entity and State: 6/30/2016

2. Time and Price for Engagement:

A. Estimated total hours - 250

B. Price for audit personnel \$ 15,500.00  
Price for Travel \_\_\_\_\_  
Price for typing, clerical  
and report preparation \_\_\_\_\_  
Total price for this  
engagement \$ 15,500.00

3. The reporting entity contains the following discretely presented component units: NONE

4. Date Annual Financial Report or a trial balance will be available: 09/2015

5. Number of copies of audit report Contractor will provide to Entity:  
AS REQUESTED

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

COPIER AND INTERNET

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of OMB Circular A-133 because the Entity expended a total amount of federal awards **equal to or in excess of \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of OMB Circular A-133, and will not include audit coverage of any federal financial assistance in accordance with requirements of that Circular, because the Entity expended a total amount of federal awards of **less than \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

### **Certified or Licensed Public Accountant**

OLNESS & ASSOCIATES, PC, CPA'S

Firm Name

By: \_\_\_\_\_  
Authorized Representative

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

### **Governmental Entity**

CITY OF MILES CITY

Entity Name

By: \_\_\_\_\_  
Authorized Representative

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

### **Montana Department of Administration, Local Government Services Bureau**

By: \_\_\_\_\_  
Approved By

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



APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): CITY OF MILES CITY

Telephone: 406-

Address: PO Box 910 (Street Address or P.O. Box)

Miles City, MT 59301 (City/Town) (Zip Code)

Contact Person(s):

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR):

OLNESS & ASSOCIATES, PC, CPA'S

Telephone:

Address: 2810 CENTRAL AVENUE, SUITE B (Street Address or P.O. Box)

BILLINGS, MT 59102 (City/Town) (Zip Code)

Contact Person(s):

BRENT D. OLNESS, CPA (BRENT@OLNESSCPA.COM)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending JUNE 30, 2016 (and ) (Month & Day) (Year) (Year)

B. Date to commence audit work: 11/1/16

C. Date to submit final audit report to Entity and State: 06/30/2017

2. Time and Price for Engagement:

A. Estimated total hours - 250

B. Price for audit personnel \$ 16,275.00

Price for Travel

Price for typing, clerical and report preparation

Total price for this engagement \$ 16,275.00

3. The reporting entity contains the following discretely presented component units: NONE

4. Date Annual Financial Report or a trial balance will be available: 09/2016

5. Number of copies of audit report Contractor will provide to Entity: AS REQUESTED

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

COPIER AND INTERNET

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of OMB Circular A-133 because the Entity expended a total amount of federal awards **equal to or in excess of \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of OMB Circular A-133, and will not include audit coverage of any federal financial assistance in accordance with requirements of that Circular, because the Entity expended a total amount of federal awards of **less than \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**Certified or Licensed Public Accountant**

OLNESS & ASSOCIATES, PC, CPA'S

Firm Name

By: \_\_\_\_\_  
Authorized Representative

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

**Governmental Entity**

CITY OF MILES CITY

Entity Name

By: \_\_\_\_\_  
Authorized Representative

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

**Montana Department of Administration,  
Local Government Services Bureau**

By: \_\_\_\_\_  
Approved By

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

APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): CITY OF MILES CITY

Telephone:  
406-

Address: PO Box 910  
(Street Address or P.O. Box)

Miles City, MT 59301  
(City/Town) (Zip Code)

Contact Person(s):

PUBLIC ACCOUNTANT/ACCOUNTING  
FIRM (CONTRACTOR):

OLNESS & ASSOCIATES, PC, CPA'S

Address: 2810 CENTRAL AVENUE, SUITE B  
(Street Address or P.O. Box)

Telephone:

BILLINGS, MT 59102  
(City/Town) (Zip Code)

Contact Person(s):

BRENT D. OLNESS, CPA (BRENT@OLNESSCPA.COM)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending  
JUNE 30, 2017 (and \_\_\_\_\_).  
(Month & Day) (Year) (Year)

B. Date to commence audit work: 10/31/17

C. Date to submit final audit report  
to Entity and State: 6/30/2018

2. Time and Price for Engagement:

A. Estimated total hours - 250

B. Price for audit personnel \$ 17,000.00

Price for Travel \_\_\_\_\_

Price for typing, clerical  
and report preparation \_\_\_\_\_

Total price for this  
engagement \$ 17,000.00

3. The reporting entity contains the following discretely presented component units: NONE

4. Date Annual Financial Report or a trial balance will be available: 09/2017

5. Number of copies of audit report Contractor will provide to Entity: AS REQUESTED

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

COPIER AND INTERNET

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of OMB Circular A-133 because the Entity expended a total amount of federal awards **equal to or in excess of \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of OMB Circular A-133, and will not include audit coverage of any federal financial assistance in accordance with requirements of that Circular, because the Entity expended a total amount of federal awards of **less than \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

**Certified or Licensed Public Accountant**

OLNESS & ASSOCIATES, PC, CPA'S

Firm Name

By: \_\_\_\_\_  
Authorized Representative

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

**Governmental Entity**

CITY OF MILES CITY

Entity Name

By: \_\_\_\_\_  
Authorized Representative

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

**Montana Department of Administration,  
Local Government Services Bureau**

By: \_\_\_\_\_  
Approved By

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

# RESOLUTION NO. 3781

## A RESOLUTION ADOPTING AN AMBULANCE BILL COLLECTION POLICY FOR THE CITY OF MILES CITY, MONTANA

*WHEREAS*, the City of Miles City provides ambulance services to residence in the City of Miles City and to residences of the surrounding Custer County, Montana;

*AND WHEREAS* the City of Miles City wishes to implement an Ambulance Bill Collection Policy governing the billing procedure for collection of payment for ambulance services;

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

1. The Ambulance Bill Collection Policy attached hereto as Exhibit "A" is hereby approved and adopted by the Council, effective immediately.


**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 10<sup>th</sup> DAY OF MARCH, 2015.**

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

ATTEST:

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

EXHIBIT "A" TO RESOLUTION 3781

 <b>CITY OF MILES CITY</b> <b>POLICY &amp; PROCEDURES</b>	Adopted:	12/23/2009
	Last Revised:	2/19/2015
<b>Ambulance Bill Collection Policy</b>		
<b>Resolution # 3781</b>		

1. Day 0 invoice will be submitted to the proper insurance companies and sent to the patient.
2. Day 30 if no payment from either party has been made or a partial payment was made by the insurance company a second notice and (past due) invoice will be sent to the patient.
3. Day 35 a follow up phone call will be made to the patient's phone number given.
4. Day 35 if no contact is made a 10 day notice to pay will be mailed to the patient.
5. If no response patient's bill will be turned over to the City of Miles City's collection agency for collection.

Private Pay

1. Day 0 invoice will be sent to the patient.
2. Day 30 if no contact has been made by the patient a second invoice will be sent to the patient.
3. Day 35 a follow up phone call will be made to the patient's phone number given.
4. If no contact on day 35 patient's bill will be submitted to the City of Miles City's collection agency for collection.

Medicare/Medicaid

1. Day 0 bill will be submitted to Medicare or Medicaid.

2. If payment is made by Medicare or Medicaid City of Miles City will accept payment and write off the remaining balance.
3. If payment is denied by Medicare or Medicaid invoice will be sent directly to the patient requiring a payment within 30 days.
4. Day 30 if no payment is received from the patient a second notice and (past due) invoice will be sent to the patient.
5. Day 35 a follow up phone call will be made to the patient's phone number given.
6. Day 35 if no contact has been made a 10 day notice to pay will be mailed to the patient.
7. If no response patient's bill will be turned over to the City of Miles City's collection agency for collection.

#### Payments

1. Patients may set up a payment schedule through the City of Miles City billing agency at a minimum of \$25.00 per month until final payment is made. If Patient cannot afford \$25.00 per month they may petition the City of Miles City Finance Committee for a lower monthly payment.

# RESOLUTION NO. 3783

## A RESOLUTION ADOPTING A REIMBURSEMENT AGREEMENT FOR POLICE ACADEMY EXPENSES

*WHEREAS*, the City of Miles City incurs significant expense in sending new police officers through the Montana Law Enforcement Academy;

*AND WHEREAS* the City of Miles City wishes to require reimbursement to the City by officers who leave employment with the City within 36 months of completion of their academy training;

*AND WHEREAS* the City of Miles City intends to implement such requirement upon approval by the 283B

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

1. The Reimbursement Agreement attached hereto as Exhibit "A" is hereby approved and adopted by the Council, and shall be signed by all new police officers who are hired by the City and who will be required to attend the Montana Law Enforcement Academy. The Mayor is empowered to execute said Agreements on behalf of the City.

2. The effective date of the implementation of said Reimbursement Agreement shall be the later of the effective date of this Resolution, or the approval of said Reimbursement Agreement by the 283B Union, both of which shall be required prior to implementation.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 10<sup>TH</sup> DAY OF MARCH, 2015.**

---

C.A. Grenz, Mayor

ATTEST:

---

Lorrie Pearce, City Clerk



Exhibit "A" to Resolution 3783

**REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF MILES CITY, a Montana municipal corporation, of 17 South 8<sup>th</sup> Street, Miles City, Montana, hereinafter referred to as "Employer," and \_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as "Employee."

WHEREAS, the Employer wishes to employ Employee, and Employee wishes to be employed by Employer;

WHEREAS, the Employer, through the Miles City Police Department, desires to properly train law enforcement personnel in accordance with Montana state law;

WHEREAS, Employee will benefit from the training and certification received by attending the Montana Law Enforcement Academy, and such certifications which would be continue to benefit Employee in the event Employee were to choose to leave the employment of Employer;

WHEREAS, there are significant expenses associated with an individual attending and completing training at the Montana Law Enforcement Academy;

WHEREAS, Employer desires to recoup the expenses incurred in training Employee in the event Employee were to leave employment within a short period following training at the Montana Law Enforcement Academy;

NOW, THEREFORE, in consideration of the agreements made herein, the parties agree as follows:

1. **MINIMUM TERM OF EMPLOYMENT.** Employee agrees to remain employed with Employer for not less than thirty-six (36) months following completion of the Montana Law Enforcement Academy.

2. **REIMBURSEMENT.** In the event Employee chooses to leave the employment of Employer, Employee agrees to reimburse Employer a prorated portion of the Total Cost of Employee's attendance at the Montana Law Enforcement Academy, said prorated portion referred to as "Employee's Reimbursable Amount." Employee's Reimbursable Amount shall be

paid to Employer in eighteen (18) equal monthly installments. So long as monthly payments are made, no interest shall be charged to the Employee. In the event monthly payments are not timely made, the remaining balance of the Employee's Reimbursable Amount shall be immediately due and payable, and shall accrue interest at the rate of ten percent (10%) per annum, or the highest amount authorized by law, whichever is less. There shall be no penalty for prepayment.

3. **TOTAL COST.** "Total Cost" shall be defined as the cost of tuition paid by Employer for Employee to attend Officer's Basic Course Training at the Montana Law Enforcement Academy; all wages paid to Employee while attending the academy, along with all medicare tax, retirement contribution, unemployment insurance, health insurance, workers compensation premium, and uniform allowances paid by Employer; the value of any vacation and sick leave accrued while Employee is in training; mileage and any other expense paid to Employee or on Employee's behalf as a result of attending training.

4. **EMPLOYEE'S REIMBURSABLE AMOUNT.** The Employee's Reimbursable Amount shall be calculated by determining the remaining number of full months which remained of Employee's term of employment, divided by 36 months, multiplied by the Total Cost.

a. Example: If Employee works 17 months and 10 days following the completion of training, there would be 18 full months remaining in employee's term of employment.  $18 / 36 = .5$ . If the Total Cost is \$15,000.00, then  $.5 \times \$15,000.00 = \$7,500.00$  (the Employee's Reimbursable Amount).

5. **LEAVING EMPLOYMENT.** Reimbursement shall be triggered by Employee's voluntary resignation from employment, or termination as a result of not graduating from the Montana Law Enforcement Academy.

6. **ATTORNEY FEES, COSTS OF COLLECTION, VENUE.** In the event it is necessary for Employer to utilize a collection agency, other legal process, or courts, in order to collect Employee's Reimbursable Amount, Employee agrees to pay all costs of collection, attorney fees, and court costs incurred by Employer in doing so. The parties agree to confer venue upon the 16<sup>th</sup> Judicial District Court, in and for Custer County, Montana.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Employee**

---

**City of Miles City, Montana (Employer)**

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

ATTEST:

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

# RESOLUTION NO. 3784

## A RESOLUTION ADDING A REIMBURSEMENT REQUIREMENT FOR ACADEMY EXPENSES TO THE 283-B UNION CONTRACT

*WHEREAS*, the City of Miles City incurs significant expense in sending new police officers through the Montana Law Enforcement Academy;

*AND WHEREAS* the City of Miles City wishes to require reimbursement to the City by officers who leave employment with the City within 36 months of completion of their academy training, and has adopted the same by Resolution 3783;

*AND WHEREAS* the City of Miles City, the 283-B Union, and AFSCME Council No. 9 wish to add language to the 283-B Union Contract dated the 5<sup>th</sup> day of October, 2011, requiring officers to execute such reimbursement agreements;

*AND WHEREAS* said Contract may only be modified by agreement of the parties, as inferred by Article 18(B) of said Contract.

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

1. The 283B Union Contract dated the 5<sup>th</sup> day of October, 2011, shall have the following additional language added to the Agreement:

#### **“ARTICLE 19 – REIMBURSEMENT”**

Within one year of their hire date, officers are required to attend the Montana Law Enforcement Academy (MLEA) Basic training program. The City will pay the associated costs of attending the academy including travel to and from the academy, tuition, and wages/benefits while attending the academy. Officers will be required to sign a reimbursement agreement with the City whereas the officer agrees to reimburse the City for a prorated portion of the total expenses incurred by the City to send the officer to MLEA if the officer leaves the department within 3 years of completing MLEA training. Such reimbursement shall be based upon the provisions contained within the attached agreement.”

2. A copy of the Repayment Agreement referred to herein is attached hereto as Exhibit “A.”

3. A copy of this Resolution and of Resolution 3783 shall be attached to the 283-B Union Contract.

4. This Resolution shall not be effective until it has been approved by the 283B Union, as well as the AFSCME Council No. 9, as evidenced by their execution of this Resolution, below.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY  
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,  
MONTANA, THIS 10<sup>th</sup> DAY OF MARCH, 2015.**

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

ATTEST:

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

The foregoing Resolution No. 3784 is hereby approved by the following:

283-B Union

AFSCME Council No. 9

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
Name Title

\_\_\_\_\_, \_\_\_\_\_  
Name Title

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

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

**REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF MILES CITY, a Montana municipal corporation, of 17 South 8<sup>th</sup> Street, Miles City, Montana, hereinafter referred to as "Employer," and \_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as "Employee."

WHEREAS, the Employer wishes to employ Employee, and Employee wishes to be employed by Employer;

WHEREAS, the Employer, through the Miles City Police Department, desires to properly train law enforcement personnel in accordance with Montana state law;

WHEREAS, Employee will benefit from the training and certification received by attending the Montana Law Enforcement Academy, and such certifications which would be continue to benefit Employee in the event Employee were to choose to leave the employment of Employer;

WHEREAS, there are significant expenses associated with an individual attending and completing training at the Montana Law Enforcement Academy;

WHEREAS, Employer desires to recoup the expenses incurred in training Employee in the event Employee were to leave employment within a short period following training at the Montana Law Enforcement Academy;

NOW, THEREFORE, in consideration of the agreements made herein, the parties agree as follows:

1. **MINIMUM TERM OF EMPLOYMENT.** Employee agrees to remain employed with Employer for not less than thirty-six (36) months following completion of the Montana Law Enforcement Academy.

2. **REIMBURSEMENT.** In the event Employee chooses to leave the employment of Employer, Employee agrees to reimburse Employer a prorated portion of the Total Cost of Employee's attendance at the Montana Law Enforcement Academy, said prorated portion referred to as "Employee's Reimbursable Amount." Employee's Reimbursable Amount shall be

paid to Employer in eighteen (18) equal monthly installments. So long as monthly payments are made, no interest shall be charged to the Employee. In the event monthly payments are not timely made, the remaining balance of the Employee's Reimbursable Amount shall be immediately due and payable, and shall accrue interest at the rate of ten percent (10%) per annum, or the highest amount authorized by law, whichever is less. There shall be no penalty for prepayment.

3. **TOTAL COST.** "Total Cost" shall be defined as the cost of tuition paid by Employer for Employee to attend Officer's Basic Course Training at the Montana Law Enforcement Academy; all wages paid to Employee while attending the academy, along with all Medicare tax, retirement contribution, unemployment insurance, health insurance, workers compensation premium, and uniform allowances paid by Employer; the value of any vacation and sick leave accrued while Employee is in training; mileage and any other expense paid to Employee or on Employee's behalf as a result of attending training.

4. **EMPLOYEE'S REIMBURSABLE AMOUNT.** The Employee's Reimbursable Amount shall be calculated by determining the remaining number of full months which remained of Employee's term of employment, divided by 36 months, multiplied by the Total Cost.

a. Example: If Employee works 17 months and 10 days following the completion of training, there would be 18 full months remaining in employee's term of employment.  $18 / 36 = .5$ . If the Total Cost is \$15,000.00, then  $.5 \times \$15,000.00 = \$7,500.00$  (the Employee's Reimbursable Amount).

5. **LEAVING EMPLOYMENT.** Reimbursement shall be triggered by Employee's voluntary resignation from employment, or termination as a result of not graduating from the Montana Law Enforcement Academy.

6. **ATTORNEY FEES, COSTS OF COLLECTION, VENUE.** In the event it is necessary for Employer to utilize a collection agency, other legal process, or courts, in order to collect Employee's Reimbursable Amount, Employee agrees to pay all costs of collection, attorney fees, and court costs incurred by Employer in doing so. The parties agree to confer venue upon the 16<sup>th</sup> Judicial District Court, in and for Custer County, Montana.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Employee**

---

**City of Miles City, Montana (Employer)**

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

ATTEST:

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



# RESOLUTION NO. 3785

**A RESOLUTION ADOPTING FINDINGS OF FACT AND APPROVING THE AMENDED PLAT FOR THE PURPOSE OF BOUNDARY LINE RELOCATION OF LOTS 2-6 IN BLOCK 8 OF THE HUNTER'S ADDITION TO THE CITY OF MILES CITY.**

*WHEREAS*, KFM Incorporated has requested that the City of Miles City approve a boundary line relocation involving Lots 2-6 in Block 8 of the Hunter's Addition in the City of Miles City, Custer County, Montana;

*AND WHEREAS*, the Board of Adjustment has adopted City of Miles City Staff's report as findings of fact, and have recommended the approval of the foregoing boundary line relocation to the City Council;

*AND WHEREAS*, the City of Miles City is authorized to approve the relocation of common boundary lines for five or fewer lots within a platted subdivision pursuant to Section 76-3-207(1)(d), MCA.

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

It does hereby adopt the Report for City Council attached hereto as Exhibit "A" as findings of fact, and based on such findings of fact, approves the "Amended Plat of Lots 2-6, Block 8, Hunter's Addition" creating Lot A and Lot B within said Block 8 of the Hunter's Addition, a copy of said amended plat being included in the Report attached as Exhibit "A."

**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 10<sup>th</sup> DAY OF MARCH, 2015.**

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

ATTEST:

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

## EXHIBIT "A" TO RESOLUTION 3785

### Report for City Council File #BLA-2015-01 KFM Common Boundary Line Adjustment June 24, 2014

The proposed aggregation of lots and a boundary line adjustment is to facilitate the sale of the resulting new Lot A with the existing structure.

The attached preliminary Amended Plat of Lots 2-6, Block 8 of Hunter's Addition is an aggregation of the lots and a subsequent boundary line adjustment. This amendment is exempt from Subdivision Review per MCA section 76-3-207(1)(d) and 76-3-207(1)(f).

**76-3-207. Divisions or aggregations of land exempted from review but subject to survey requirements and zoning regulations -- exceptions -- fees for examination of division.** (1) Except as provided in subsection (2), unless the method of disposition is adopted for the purpose of evading this chapter, the following divisions or aggregations of tracts of record of any size, regardless of the resulting size of any lot created by the division or aggregation, are not subdivisions under this chapter but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations adopted under Title 76, chapter 2:

- (d) for five or fewer lots within a platted subdivision, the relocation of common boundaries;
- (f) aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregate parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas.

The property is appropriately zoned General Commercial and no change in land use is proposed. The resulting lots A and B will be of the minimum legal size and meet the minimum setback requirements.

Existing structures on the proposed new lots are currently served by municipal water and sewer services.

A portion of the alley adjoining the new Lot B was vacated with Resolution #926 on May 12<sup>th</sup>, 1947. In 1967, Montana-Dakota Utilities received a pipeline easement for this portion of the alley, as documented in Book 21, Pg 461 at the Custer County Courthouse.

The aggregation of lots and boundary line adjustments will not:

- o impact the ability of the government to provide local services,
- o create an expansion or cost of services
- o increase the amount of roads currently being maintained by the City
- o increase emergency response times, traffic load, fire protection levels, schools and school routes, or landfill requirements
- o create any special or rural improvement districts that would obligate the local government either administratively or financially.

Per MCA 76-3-207, the proposed amended plat is not a subdivision, is not subject to subdivision review and does not appear to be an attempt to evade subdivision review. This plat has been reviewed by Custer County's Examining Land Surveyor for compliance with surveying requirements of 76-3-401. Therefore staff recommends approval of the amended plat as proposed.





File No. BLA-2015-01  
to be completed by City

**EXEMPTION CLAIM APPLICATION**  
**BOUNDARY LINE ADJUSTMENT**  
**AND/OR AGGREGATION OF LANDS**

Miles City Community Services & Planning  
17 South 8<sup>th</sup> Street, PO Box 910  
Miles City, MT 59301

Date Received: RECEIVED FEB 24 2015  
to be completed by City

Attach a check payable to the City of Miles City for \$200.00 and submit the application materials (Original, plus 2 copies) to the City of Miles City Community Services and Planning Department, 17 S. 8<sup>th</sup> Street, Miles City, MT, 59301.

**1. Property owner(s):** (If more than 2, please attach additional sheets)

a. Name: KFM Incorporated Occupation: \_\_\_\_\_  
Address: 519 North 7th Street Phone: 406-232-0075  
City, State, Zip: Miles City, MT, 59301 Email: \_\_\_\_\_

b. Name: \_\_\_\_\_ Occupation: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_ + \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Email: \_\_\_\_\_

**2. Surveyor/Representative:**

Name: Quinn. W. Wright Firm: DOWL  
Address: 713 Pleasant Street Phone: 406-234-6666  
City, State, Zip: Miles City, MT, 59301 Email: qwright@dowl.com

**3. Parcel Description(s) of Existing Tract(s):** (If more than 2, please attach additional sheets)

a. Address: 519 North 7th Street  
Tax ID Number: \_\_\_\_\_ Geocode: 14-1740-28-4-01-01-0000  
Section: 28 Township: 8 North Range: 47 East  
Other legal description: Lots 2,3,4,5,6, Block 8, Hunter's Addition  
Zoning District: \_\_\_\_\_ Minimum Lot Size: \_\_\_\_\_  
How and when the parcel was created (example: Subdivision: X Addition, 10/3/92):  
Hunter's Addition Plat, Envelope Number 382B, 10/1885



**EXEMPTION CLAIM APPLICATION**  
**BOUNDARY LINE ADJUSTMENT**  
**AND/OR AGGREGATION OF LANDS**

File No. \_\_\_\_\_  
*to be completed by City*

Miles City Community Services & Planning  
17 South 8<sup>th</sup> Street, PO Box 910  
Miles City, MT 59301

Date Received: \_\_\_\_\_  
*to be completed by City*

b. Address: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_ Geocode: \_\_\_\_\_

Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

Other legal description: \_\_\_\_\_

Zoning District: \_\_\_\_\_ Minimum Lot Size: \_\_\_\_\_

How and when the existing parcel was created (example: Subdivision: X Addition, 10/3/92):

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

**4. Proposed Exemption(s):**

This application is used for proposals to relocate common boundaries between adjoining properties, and/or the aggregation of lots. Please indicate which exemptions apply to this proposal by checking the appropriate box(es):

- A division made outside of platted subdivisions for the purpose of relocating common boundary line(s) between adjoining properties. [76-3-207(1)(a), MCA]
- For five or fewer lots within a platted subdivision, the relocation of common boundaries. [76-3-207(1)(d), MCA]
- A division made for the purpose of relocating a common boundary line between a single lot within a platted subdivision and adjoining land outside a platted subdivision. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas. [76-3-207(1)(e), MCA]
- Aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregate parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas. [76-3-207(1)(f), MCA]



**EXEMPTION CLAIM APPLICATION**  
**BOUNDARY LINE ADJUSTMENT**  
**AND/OR AGGREGATION OF LANDS**

File No. \_\_\_\_\_  
*to be completed by City*

Miles City Community Services & Planning  
17 South 8<sup>th</sup> Street, PO Box 910  
Miles City, MT 59301

Date Received: \_\_\_\_\_  
*to be completed by City*

---

a. Reasons/justification for use of the exemption:

\_\_\_\_\_

To sell the building on Lot A.

\_\_\_\_\_

b. Intentions for uses of the property (List or discuss the property owners' intentions for the use of each resulting parcel. For example, will the parcel(s) be used for agriculture, commercial, residences, etc.):

\_\_\_\_\_

Lot A will be used for commercial purposes.

\_\_\_\_\_

Lot B will be used for commercial purposes.

\_\_\_\_\_

c. Intentions for disposition (For example, is the intent to correct a building or fence encroachment, to bring the property into compliance with zoning requirements, to prepare tracts for sale, etc.):

\_\_\_\_\_

To prepare a tract to sell.

\_\_\_\_\_

\_\_\_\_\_

**5. Required attachments:**

Submit the original, signed application, along with two additional copies of the completed application and the information listed below.

- a. Copies of recorded deeds documenting present ownership of affected parcels.
- b. Copies of all deeds, contracts, restrictions, and covenants related to this property recorded or entered into within the past year.
- c. Site plan (or draft certificate of survey or subdivision/amended plat) showing the approximate gross and net lot sizes (in acreage or square feet), proposed property lines, and all existing and



File No. \_\_\_\_\_  
to be completed by City

**EXEMPTION CLAIM APPLICATION**  
**BOUNDARY LINE ADJUSTMENT**  
**AND/OR AGGREGATION OF LANDS**

Miles City Community Services & Planning  
17 South 8<sup>th</sup> Street, PO Box 910  
Miles City, MT 59301

Date Received: \_\_\_\_\_  
to be completed by City

proposed structures. The site plan should also identify property line setbacks, parking spaces, and any other information necessary to demonstrate compliance with the zoning code.

- d. Documentation of approved variances from zoning requirements related to the affected parcels.
- e. Copies of existing and proposed deed restrictions or covenants, if any.
- f. All documentation in support of the sanitation exemption(s), if applicable.
- g. Copies of any existing permits for the development on the property (building permits, floodplain permits, etc.), as applicable.

**6. Acknowledgments:**

I/We, the undersigned landowner(s) and exemption claimant(s) understand that the State of Montana provides that certain divisions of land, which would otherwise constitute subdivisions, are exempt from local subdivision review and approval, unless the transactions are an attempt to evade the Montana Subdivision and Platting Act or local subdivision regulations.

I/We affirm that this exemption claim is not an attempt to evade the Montana Subdivision and Platting Act or the Miles City Subdivision Regulations.

I/We recognize that I/We may be subject to penalties if my actions are deemed to be an effort to evade subdivision review, as set forth in Montana law:

- 76-3-301(3), MCA: If transfers not in accordance with the Montana Subdivision and Platting Act are made, the City Attorney shall commence action to enjoin further sales or transfers and complete compliance with all provision of the Montana Subdivision and Platting Act. The cost of such action shall be imposed against the party not prevailing.
- Violations: Any person who violates any provision of the Montana Subdivision and Platting Act or any local regulations adopted pursuant thereto shall be guilty of a misdemeanor and punishable by a fine of not less than \$100 or more than \$500 or by imprisonment in a county jail for not more than 3 months or by both fine and imprisonment. Each sale, lease, or transfer of each separate parcel of land in violation of any provision of this chapter or any local regulation adopted pursuant thereto shall be deemed a separate and distinct offense.
- I/We also recognize that making false statements on this form could subject me to criminal prosecution for False Swearing (per MCA 45-7-202) and Perjury (per MCA 45-7-201).
- I/We also recognize that per 45-7-203(1), MCA (Unsworn falsification to authorities), A person commits an offense under 45-7-203 if, with the purpose to ~~mislead~~ a public servant in performing an official function, the person:
  - (a) makes any written false statement that the person does not believe to be true;



**EXEMPTION CLAIM APPLICATION**  
**BOUNDARY LINE ADJUSTMENT**  
**AND/OR AGGREGATION OF LANDS**

File No. \_\_\_\_\_  
*to be completed by City*

Miles City Community Services & Planning  
17 South 8<sup>th</sup> Street, PO Box 910  
Miles City, MT 59301

Date Received: \_\_\_\_\_  
*to be completed by City*

- (b) purposely creates a false impression in a written application for any pecuniary or other benefit by omitting information necessary to prevent statements from being misleading;
- (c) submits or invites reliance on any writing that the person knows to be forged, altered, or otherwise lacking in authenticity; or
- (d) submits or invites reliance on any sample, specimen, map, boundary mark, or other object that the person knows to be false.

**7. Signatures:**

I/We, as Claimant(s), has/have read the foregoing Exemption Claim Application, and affirm that my/our statements and information are true and correct to the best of my/our knowledge.

Melvin Keenutt  
Property owner's/Claimant's signature

Date: 2-24-15

\_\_\_\_\_  
Property owner's/Claimant's signature

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



## Property Record Card

### Summary

#### Primary Information

**Property Category:** RP  
**Geocode:** 14-1740-28-4-01-01-0000  
**Primary Owner:**  
 KFM INCORPORATED  
 519 N 7TH ST  
 MILES CITY, MT 59301-1801  
**Subcategory:** Real Property  
**Assessment Code:** 000RMS0212  
**PropertyAddress:** 519 N 7TH ST  
 MILES CITY, MT 59301  
**COS Parcel:**

*NOTE: See the Owner tab for all owner information*

#### Certificate of Survey:

**Subdivision:** HUNTERS ADDITION

#### Legal Description:

HUNTERS ADDITION, S28, T08 N, R47 E, BLOCK 008, Lot 002, LTS 2-6, FRL BLK 7 GOR, FRL LT 6 BLK 38 OTS, N PART CLOSED ALLEY BETWEEN BLK 8 HNT & RR R/W & E25' 6TH ST

**Last Modified:** 1/25/2015 4:45:36 AM

#### General Property Information

**Neighborhood:** 002  
**Living Units:** 0  
**Zoning:** 6  
**Linked Property:**

**Property Type:** CU - Commercial Urban  
**Levy District:** 14-0172-1C  
**Ownership %:** 100

No linked properties exist for this property

#### Exemptions:

No exemptions exist for this property

#### Condo Ownership:

**General:** 0      **Limited:** 0

#### Property Factors

**Topography:** 1  
**Utilities:** 1, 4  
**Access:** 1  
**Location:** 4 - Commercial Area

**Fronting:** 1 - Major Strip or Central Business District  
**Parking Type:**  
**Parking Quantity:**  
**Parking Proximity:**

#### Land Summary

<u>Land Type</u>	<u>Acres</u>	<u>Value</u>
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
Total Market Land	0.988	00.00

**Deed Information:**

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
11/25/2004			4/8/2011	150921	Warranty Deed
3/4/2004	12	7724			
12/2/2003	12	6930			

**Owners**

Party #1

**Default Information:** KFM INCORPORATED  
519 N 7TH ST

**Ownership %:** 100

**Primary Owner:** "Yes"

**Interest Type:** Fee Simple

**Last Modified:** 5/21/2012 11:44:35 AM

Other Names

Other Addresses

Name	Type	Other Addresses
TECHNOLOGIES FOR MANUFACTURE INC.	B - Business Name	No other address

**Appraisals**

**Appraisal History**

Tax Year	Land Value	Building Value	Total Value	Method
2014	10895	85400	96295	COST
2013	10895	85400	96295	COST

**Market Land**

Market Land Item #1

**Method:** Sqft

**Type:** 1 - Primary Site

**Width:**

**Depth:**

**Square Feet:** 43,022

**Acres:**

**Valuation**

**Class Code:** 2207

**Value:**

**Dwellings**

**Existing Dwellings**

No dwellings exist for this parcel

**Other Buildings/Improvements**

Outbuilding/Yard Improvement #1

**Type:** Commercial

**Description:** CPA1 - Paving, asphalt

**Quantity:** 1

**Year Built:** 1961

**Grade:**

**Condition:**

**Functional:** 2-Fair

**Class Code:** 3507

**Dimensions**

**Width/Diameter:**

**Length:**

**Size/Area:** 2996

Height:

Bushels:

Circumference:

**Commercial**

**Existing Commercial Buildings**

Building Number	Building Name	Structure Type	Units/Bldg	YearBuilt	View
1		398 - Warehouse	1	1961	<a href="#">View</a>
1		398 - Warehouse	1	1920	<a href="#">View</a>

General Building Information

**Building Number:** 1      **Building Name:**      **Structure Type:** 398 - Warehouse  
**Units/Building:** 1      **Identical Units:** 1  
**Grade:** L      **Year Built:** 1961      **Year Remodeled:** 2004  
**Class Code:** 3507      **Effective Year:** 0      **Percent Complete:** 0

Interior/Exterior Data Section #1

**Level From:** 01      **Level To:** 01      **Use Type:** 045 - Warehouse

Dimensions

**Area:** 1,840      **Use SK Area:** 0  
**Perimeter:** 212      **Wall Height:** 14

Features

**Exterior Wall Desc:** 03 - Concrete Block      **Construction:** 1-Wood Frame/Joist/Beam      **Economic Life:** 40  
**% Interior Finished:** 100      **Partitions:** 2-Normal      **Heat Type:** 0-None  
**AC Type:** 0-None      **Plumbing:** 0-None  
**Physical Condition:** 2-Fair      **Functional Utility:** 2-Fair

Building Other Features

Description	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
HS1 - Hoist, single plunger, 8,000#	1	00	00	0	00	0	0

Interior/Exterior Data Section #2

**Level From:** 01      **Level To:** 01      **Use Type:** 045 - Warehouse

Dimensions

**Area:** 464      **Use SK Area:** 0  
**Perimeter:** 69      **Wall Height:** 8

Features

**Exterior Wall Desc:** 02 - Frame      **Construction:** 1-Wood Frame/Joist/Beam      **Economic Life:** 40  
**% Interior Finished:** 100      **Partitions:** 2-Normal      **Heat Type:** 1-Hot Air  
**AC Type:** 0-None      **Plumbing:** 2-Normal  
**Physical Condition:** 2-Fair      **Functional Utility:** 2-Fair

Building Other Features

No other features exist for this interior/exterior detail

Interior/Exterior Data Section #3

**Level From:** 01      **Level To:** 01      **Use Type:** 045 - Warehouse

Dimensions

**Area:** 4,800      **Use SK Area:** 0  
**Perimeter:** 280      **Wall Height:** 12

Features

**Exterior Wall Desc:** 02 - Frame      **Construction:** 1-Wood Frame/Joist/Beam      **Economic Life:** 40  
**% Interior Finished:** 0      **Partitions:** 1-Below Normal      **Heat Type:** 3-Unit or Space Heaters

AC Type: 0-None Plumbing: 0-None  
Physical Condition: 2-Fair Functional Utility: 2-Fair  
Building Other Features  
No other features exist for this interior/exterior detail  
Elevators and Escalators  
No elevators or escalators exist for this building

**Ag/Forest Land**

Ag/Forest Land  
No ag/forest land exists for this parcel



Map navigation controls including zoom in (+) and zoom out (-) buttons, a 'Print' button, and a layer selection menu with options for 'Street', 'Aerial', and 'Topo'. The 'Aerial' layer is currently selected.

WARRANTY DEED

That **BEACON CARTER SERVICE**, a corporation, organized and existing under the laws of the State of Montana, of 711 Main Street, Miles City, Montana 59301, in consideration of the sum of One Dollar and Other Valuable Consideration (\$1.0VC), the receipt of whereof is hereby admitted, does hereby grant, bargain, sell, convey and confirm unto **KFM INCORPORATED**, an Oregon corporation, d/b/a **TECHNOLOGIES FOR MANUFACTURERS INC.**, of 2805 10<sup>th</sup> Avenue S.E., P.O. box 336, Albany, Oregon 97321, and to its successors and assign, **FOREVER**, the following described real property, situated in the County of **CUSTER**, State of Montana, to-wit:

Lots 2, 3, 4, 5, and 6 in Block 8 of Hunter's Addition to the City of Miles City, Custer County, Montana, according to the official plat and survey of said addition now on file and of record in the office of the County Clerk and Recorder in and for Custer County, Montana.

AND

All of fractional Block 7 of Gordon's Addition to the City of Miles City, Custer County, Montana, according to the official plat and survey of said addition now on file and of record in the office of the County Clerk and Recorder in and for Custer County, Montana.

AND

All of fractional Lot 6 in Block 38 of the original town, now City, of Miles City, Custer County, Montana, according to the official plat and survey of said town by the Northern Pacific Railroad Company now on file and of record in the office of the County Clerk and Recorder in and for Custer County, Montana.

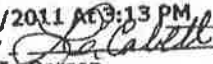
AND

That northerly portion of the alley between the former right-of-way of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company and Block 8 of Hunter's Addition to the City of Miles City, Custer County, Montana, between 6<sup>th</sup> Street and 7<sup>th</sup> Street in said City, as shown on the original plat of said Hunter's Addition on file and of record in the office of the County Clerk and Recorder in and for Custer County, Montana, which was closed and vacated by the City of Miles City, by Resolution No. 926, filed for record March 3, 1958, in Book 21 of Misc., at Page 461, in the office of the County Clerk and Recorder in and for Custer County, Montana.

AND

1

**150921 Fee: \$14.00**

Custer County Recorded 4/8/2011 At 3:13 PM  
Linda Corbett, Clk & Rcdr By   
Return to: Security Abstract In Person

The easterly 25 feet of North Sixth Street located and lying between Blocks 7 and 8 of Gordon's Addition to the City of Miles City, Custer County, Montana, which was discontinued and vacated in accordance with Resolution No. 1354, passed by the City Council of Miles City on February 8, 1960 and filed in the office of the County Clerk and Recorder on April 19, 1960, as Document No. 196479. The foregoing easterly 25 feet extends from the south side of River Street to the north right-of-way line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad.

SUBJECT TO all prior easements, reservations, and exceptions of record.

TOGETHER, with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

And the said GRANTOR hereby covenants that it will forever WARRANT and DEFEND all right, title, and interest in and to said premises, and the quiet and peaceable possession thereof, unto the said GRANTEE, its successors and assigns, against the acts and deeds of said GRANTOR, and all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, said GRANTOR has caused its corporate name to be subscribed and its corporate seal to be affixed, by its proper officers, thereunto duly authorized, on this 4<sup>th</sup> day of February, 2004.

**BEACON CARTER SERVICE**

By: R. C. Cremer  
Its President

ATTEST:

Robert L. Cremer  
Its Secretary

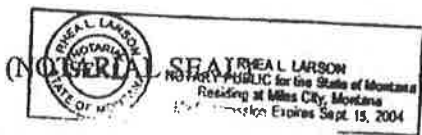
**150921 Fee: \$14.00**  
Custer County Recorded 4/8/2011 At 3:13 PM

STATE OF MONTANA     )  
  ) ss  
COUNTY OF CUSTER    )

On this 4<sup>th</sup> day of February, 2004, before me, the undersigned, a Notary Public for the State of Montana, personally appeared R. C. CREMER, known to me to be the President of **BEACON CARTER SERVICE**, the corporation that executed the within instrument and acknowledged to me that he executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Rhea L. Larson  
Notary's Printed Name: Rhea L. Larson  
Notary Public for the State of Montana  
Residing at Miles City, Montana  
My Commission Expires: 9/15/2004



RESOLUTION NO. 926

A RESOLUTION CLOSING, DISCONTINUING AND VACATING THAT PORTION OF THE ALLEY BETWEEN THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY, AND BLOCK 8 IN HUNTER'S ADDITION, TO THE CITY OF MILES CITY, MONTANA, BETWEEN 6TH STREET AND 7TH STREET IN SAID CITY AS SHOWN ON THE ORIGINAL PLAT OF HUNTER'S ADDITION TO THE CITY OF MILES CITY, MONTANA, ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF CUSTER COUNTY, MONTANA:

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

WHEREAS there has been heretofore filed with the City Clerk of the City of Miles City, Montana, a petition in due form requesting that the City Council of the City of Miles City, Montana, close, discontinue, and vacate that portion of the alley between the right of way of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company and Block 8 of Hunter's Addition to the city of Miles City, Montana, between 6th Street and 7th Street in said Miles City, as shown on the original plat of the said Hunter's Addition on file and of record in the office of the <sup>County</sup> ~~City~~ Clerk and Recorder of Custer County, Montana, and;

WHEREAS the said petition was signed by all of the property owners on that portion of said alley sought to be vacated, and;

WHEREAS said petition was duly noticed for hearing as provided by law and statutory notice of said hearing has been given, and;

WHEREAS said petition has been duly considered by the City Council of said City in regular meetings held in the chambers of the City Council in said City on Wednesday, the 30th day of April, 1947, at which time the said City Council found and determined that the portion of said alley above described can be closed and vacated without detriment or inconvenience to the public and upon motion duly made, seconded and carried the said alley was ordered vacated and closed.

NOW THEREFORE be it resolved by the City Council of Miles City, Montana, that the following described portion of said alley is hereby closed, discontinued and vacated, to-wit:



RESOLUTION NO. 177

That portion of the alley between the right of way of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company and Block 8 of Hunter's Addition to the City of Miles City, Montana, between sixth street and seventh street in said city, as shown on the original plat of the said Hunter's Addition on file and of record in the office of the County Clerk and Recorder of Custer County, Montana;

subject however, to the right of the city, its officials and employees to enter upon said closed portion of said alley for the purpose of constructing, maintaining, repairing and inspecting any necessary mains, conduits, or wiring or for any other purpose connected with the affairs of said city.

This Resolution is passed and adopted pursuant to action of the City Council taken on the 30th day of April, 1947, and shall take effect from and after its passage and approval.

Passed and Approved this 17th day of May, 1947.

*Kuscott Bostelle*  
MAYOR

ATTEST:  
*[Signature]*  
Secretary  
City Clerk

Montana-Dakota Utilities Co.

PIPE LINE EASEMENT BY OWNER

THIS INDENTURE made this 4th day of August, A.D. 1962, between MONTANA DAKOTA UTILITIES CO., a Delaware corporation, 801 Second Avenue South, Minneapolis 2, Minnesota, hereinafter called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

Bacon-Carter Service, a Montana Corporation of Miles City, Montana.

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, forever, an easement with the right to construct, operate, maintain, repair, and remove a gas pipe line, including necessary pipes, poles and fixtures, through, over, under and across the following described real estate, situated in the County of Custer, State of Montana, namely: Township Range B.M.

That portion of the alley between the Right-of-Way of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company and Block Eight (8) of Hunter's addition to the City of Miles City between Sixth and Seventh Streets in said City, as shown on the original plot of the said Hunter's addition on file and of record in the office of the County Clerk and Recorder of Custer County, Montana

OWNER hereby grants to COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of laying, constructing, maintaining, operating, repairing or removing said gas pipe line and for the purpose of doing all necessary work in connection therewith

COMPANY by the acceptance hereof, hereby agrees that it will pay any and all damages that may result to the crops, trees, buildings and improvements on said premises, caused by constructing, maintaining, repairing, operating or removing said gas pipe line

WITNESS WHEREOF

Witness

Handwritten signatures of witnesses

Consideration less than \$100.00

STATE OF ... COUNTY OF ...

On this ... day of ... A.D. 1962, before me, the undersigned Notary Public within and for said County and State, personally appeared ...

known to me (or proved to me on oath of ...) to be the person whose name subscribed to the within instrument and acknowledged to me that ... executed the same as ... free act and deed

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

(NOTARIAL SEAL)

Notary Public for the State of ... Residing at ... My commission expires ...

STATE OF Montana County of Custer

On this ... day of August, in the year 1962, before me, the undersigned, notary public within and for said county and state, personally appeared R. D. Shipley, known to me (or proved to me on the oath of ...) to be the president of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

(NOTARIAL SEAL)

Notary Public for the State of Montana Residing at Miles City, Montana My commission expires March 10, 1969

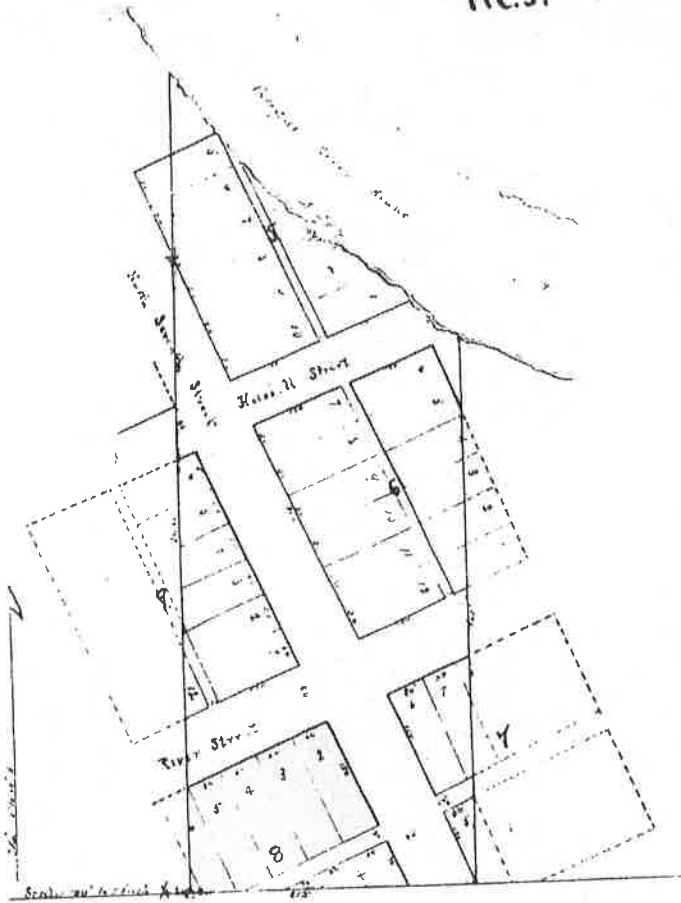
State of Montana County of Custer

Filed for Record this ... day of ... 1962 ... Page ... County Clerk and Recorder

INDEXED

# Hunter's Addition.

to  
Miles City,  
M.D.



Plat of Hunter's Addition to the Town of Miles City, County of Carter, Territory of Montana, Comprising the West half of Lot 125 T. 20 N. R. 20 W. E. of the Northern Principal Meridian

Beginning at the Quarter Section Corner Subdivisions 23 and 24, Town East a distance of 1352 Three Hundred and fifty two feet on line to said Section, then North a distance of 170 Seven Hundred and seven feet to bank of Tongue River Branch, thence N. 46° 15' W. a distance of 1000 Two Hundred and seven feet along bank of said Tongue River Branch, thence South a distance of 1070 One Thousand and seventy feet to said Section corner.

The owner of said Addition David Hunter, son of George Schelsky, through his by decession and now known that the said addition to the Town of Miles City was by the said owner David Hunter caused to be surveyed and laid out on the 2 day of October 1885, and a plat thereof to be run by the said George Schelsky, according to the same was provided.

That the foregoing description is a true and correct copy of the subdivision and townships of said Addition and alleys and lots are as set forth in this Plat, and are continuous of the adjoining additions to the Town of Miles City, with the same named streets.

All Lots are numbered progressively and the Numbers correspond to blocks in adjoining. All lot streets and alleys have their respective lengths and widths, as figured on this Plat. The said George Schelsky further certifies that the said Addition was made by him from actual survey and the same is correct.

George Schelsky  
David Hunter

Secretary of the Board  
County of Carter  
I hereby certify that the within Plat was filed in this Office on the 30th day of October A.D. 1885 at 3 O'Clock P.M. and recorded in Book A of 1 into one Page 24.



J. Deur  
County Clerk

Subscribed and sworn to before me this 20th day of Oct  
R. M. Minter  
County Clerk

Oct 1885

03/06/15  
09:23:34

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 2/15

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Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check #	Invoice # / Inv Date	Vendor #/Name/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
125141	752835		660 CUSTER COUNTY CLERK & RECORDER	14.00					
			RE: LOT 1 OF THE STEEL MINOR SUBDIVISION						
1	02/28/15		REC OF WAVR/PROTST OF ANNEX	14.00*		19140	1000 3 410500	390	101000
125142	75296S		1970 MONTANA DAKOTA UTILITIES	11,099.68					
1	02/28/15		GAS/ELECTRIC	297.95		18794	1000 7 420460	341	101000
2			GAS/ELECTRIC	428.63		18794	1000 7 420460	344	101000
3			GAS/ELECTRIC	0.00			1000 8 411230	341	101000
4			GAS/ELECTRIC	0.00			1000 8 411230	344	101000
5			GAS/ELECTRIC	66.63			1000 13 460433	341	101000
6			GAS/ELECTRIC	230.07			1000 13 460433	344	101000
7			GAS/ELECTRIC	0.00*			1000 14 460445	341	101000
8			GAS/ELECTRIC	50.57			1000 21 440600	341	101000
9			GAS/ELECTRIC	60.33			1000 21 440600	344	101000
10				0.00			2220 16 460100	341	101000
11				0.00			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	18.06			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	93.35			2480 47 430263	341	101000
21			GAS/ELECTRIC	14.58			2510 107 430220	341	101000
22			GAS/ELECTRIC	0.00			2510 107 430220	344	101000
23			GAS/ELECTRIC	0.00			2520 108 430220	341	101000
24			GAS/ELECTRIC	0.00			2520 108 430220	344	101000
25			GAS/ELECTRIC	528.95			5210 22 430530	341	101000
26			GAS/ELECTRIC	0.00			5210 22 430530	344	101000
27			GAS/ELECTRIC	0.00			5210 23 430550	341	101000
28			GAS/ELECTRIC	0.00			5210 23 430550	344	101000
29			GAS/ELECTRIC	0.00			5310 31 430630	341	101000
30			GAS/ELECTRIC	0.00			5310 31 430630	344	101000
31			GAS/ELECTRIC	1,026.90			5310 32 430690	341	101000
32			GAS/ELECTRIC	109.37			5310 32 430690	344	101000
33			GAS/ELECTRIC	5,111.33			5310 33 430640	341	101000
34			GAS/ELECTRIC	115.87			5510 10 420730	341	101000
35			GAS/ELECTRIC	166.69			5510 10 420730	344	101000
36	02/28/15		GAS/ELECTRIC	790.94		181	5610 87 430300	341	101000
37	02/28/15		GAS/ELECTRIC	1,252.76		181	5610 87 430300	344	101000
38			GAS/ELECTRIC	389.62			6040 910 430220	341	101000
39			GAS/ELECTRIC	347.08*			6040 910 430220	344	101000

03/06/15  
09:23:34

CITY OF MILES CITY  
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For the Accounting Period: 2/15

\* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
125143	75292S	4019 WEX Bank	10,655.98					
1	38641371	02/28/15 FUEL	367.22		19482	1000 13 460433	231	101000
2	02/28/15	FUEL	0.00			1000 201 431200	370	101000
3	02/28/15	FUEL	3,606.48		19482	2510 107 430220	231	101000
4	02/28/15	FUEL	901.62		19482	2520 108 430220	231	101000
5	02/28/15	FUEL	0.00		19482	6040 910 430220	231	101000
6	02/28/15	FUEL	69.11		18863	5210 22 430530	231	101000
7	02/28/15	FUEL	69.72		18863	5210 80 430540	231	101000
8	02/28/15	FUEL	89.03		18863	5310 33 430640	231	101000
9	02/28/15	FUEL	144.61		18863	5310 32 430690	231	101000
10	02/28/15	FUEL	247.29		18748	1000 7 420460	231	101000
11	02/28/15	FUEL	887.88		18749	5510 10 420730	231	101000
12	02/28/15	FUEL	2,139.85		19348	1000 5 420140	231	101000
13	02/28/15	FUEL	82.53		19348	1000 21 440600	231	101000
14	02/28/15	FUEL	0.00*			1000 5 420160	231	101000
15	02/28/15	FUEL	1,006.05		19033	5210 23 430550	231	101000
16	02/28/15	FUEL	1,006.04		19033	5310 31 430630	231	101000
17	02/28/15	FUEL	38.55		112	5610 87 430300	231	101000
125144	75293S	1721 MID RIVERS TELEPHONE CORP	3,095.33					
1	02/28/15	TELEPHONE/INTERNET/CABLE/Judge	223.25			1000 6 410300	345	101000
2	02/28/15	TELEPHONE/INTERNET/CABLE/Judge	0.00			1000 6 410300	347	101000
3	02/28/15	TELEPHONE/INTERNET/CABLE/Libry	102.62			2220 16 460100	345	101000
4	02/28/15	TELEPHONE/INTERNET/CABLE/Libry	66.06			2220 16 460100	347	101000
5	02/28/15	TELEPHONE/INTERNET/CABLE/SmPol	0.00*			1000 14 460445	345	101000
6	02/28/15	TELEPHONE/INTERNET/CABLE/ 911	236.95			2850 105 420140	345	101000
8	02/28/15	TELEPHONE/INTERNET/CABLE/child	100.60			1000 5 420140	220	101000
9	02/28/15	TELEPHONE/INTERNET/CABLE/rsvp	119.81			2985 15 450330	345	101004
10	02/28/15	TELEPHONE/INTERNET/CABLE/Airpt	98.09			5610 87 430300	345	101000
11	02/28/15	TELEPHONE/INTERNET/CABLE/Airpt	40.74*			5610 87 430300	319	101000
12	02/28/15	TELEPHONE/INTERNET/CABLE/Airpt	50.60			5610 87 430300	347	101000
14	02/28/15	TELEPHONE/INTERNET/CABLE/mayor	28.24			1000 1 410200	345	101000
15	02/28/15	TELEPHONE/INTERNET/CABLE/fin	49.77			1000 3 410500	345	101000
16	02/28/15	TELEPHONE/INTERNET/CABLE/fin	19.52			1000 3 410500	347	101000
17	02/28/15	TELEPHONE/INTERNET/CABLE/atny	1.88			1000 4 411100	345	101000
18	02/28/15	TELEPHONE/INTERNET/CABLE/pd	310.35			1000 5 420140	345	101000
19	02/28/15	TELEPHONE/INTERNET/CABLE/pd	65.60			1000 5 420140	347	101000
20	02/28/15	TELEPHONE/INTERNET/CABLE/disp	308.45			1000 5 420160	345	101000
21	02/28/15	TELEPHONE/INTERNET/CABLE/fire	159.08			1000 7 420460	345	101000
22	02/28/15	TELEPHONE/INTERNET/CABLE/fire	135.60			1000 7 420460	347	101000
23	02/28/15	TELEPHONE/INTERNET/CABLE/tres	1.88			1000 9 410540	345	101000
24	02/28/15	TELEPHONE/INTERNET/CABLE/park	37.94			1000 13 460433	345	101000
25	02/28/15	TELEPHONE/INTERNET/CABLE/park	37.60			1000 13 460433	347	101000
26	02/28/15	TELEPHONE/INTERNET/CABLE/ACtr	40.03			1000 21 440600	345	101000
27	02/28/15	TELEPHONE/INTERNET/CABLE/plng	74.81			1000 36 411020	345	101000
28	02/28/15	TELEPHONE/INTERNET/CABLE/bldg	26.36			2394 18 420531	345	101000

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

Claim Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
29	02/28/15	TELEPHONE/INTERNET/CABLE/md204	64.72			2510 107 430220	345	101000
30	02/28/15	TELEPHONE/INTERNET/CABLE/md205	30.04			2520 108 430220	345	101000
31	02/28/15	TELEPHONE/INTERNET/CABLE/wplnt	73.49			5210 22 430530	345	101000
32	02/28/15	TELEPHONE/INTERNET/CABLE/wplnt	80.25			5210 22 430530	347	101000
33	02/28/15	TELEPHONE/INTERNET/CABLE/wtlns	34.20			5210 23 430550	345	101000
34	02/28/15	TELEPHONE/INTERNET/CABLE/wtlns	11.40			5210 23 430550	347	101000
35	02/28/15	TELEPHONE/INTERNET/CABLE/wtadm	44.38			5210 25 430510	345	101000
36	02/28/15	TELEPHONE/INTERNET/CABLE/wtadm	10.31			5210 25 430510	347	101000
37	02/28/15	TELEPHONE/INTERNET/CABLE/wwadm	44.36			5310 29 430610	345	101000
38	02/28/15	TELEPHONE/INTERNET/CABLE/wwadm	19.51			5310 29 430610	347	101000
39	02/28/15	TELEPHONE/INTERNET/CABLE/swlms	34.19			5310 31 430630	345	101000
40	02/28/15	TELEPHONE/INTERNET/CABLE/swlms	11.40			5310 31 430630	347	101000
41	02/28/15	TELEPHONE/INTERNET/CABLE/swpln	32.23			5310 33 430640	345	101000
42	02/28/15	TELEPHONE/INTERNET/CABLE/swpln	45.60			5310 33 430640	347	101000
43	02/28/15	TELEPHONE/INTERNET/CABLE/amb	106.67			5510 10 420730	345	101000
44	02/28/15	TELEPHONE/INTERNET/CABLE/amb	28.24			5510 10 420730	347	101000
45	02/28/15	TELEPHONE/INTERNET/CABLE/shop	35.32			6040 910 430220	345	101000
46	02/28/15	TELEPHONE/INTERNET/CABLE/shop	53.19			6040 910 430220	347	101000
125145	75305S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	156.00					
1	679,797	02/28/15 RUGS: CITY HALL	85.00		19635	1000 8 411230	220	101000
2	798	02/28/15 RUGS/MOP: SHOP	20.50			6040 910 430220	220	101000
3		02/28/15 ANNUAL: RUGS: LIBRARY	0.00			2220 16 460100	360	101000
4	753	02/28/15 MOPS/TOWELS: WWTP	23.50		19805	5310 33 430640	360	101000
5		02/28/15 MOPS/TOWELS: WTP	0.00			5210 22 430530	360	101000
6	827,950	02/28/15 FLOOR MATS: PD	27.00*		19739	1000 5 420140	360	101000
125146	75294S	316 DATA IMAGING SYSTEMS, INC	1,390.00					
1	02/28/15	MANAGED SERVICES;DATA BKP	260.60			1000 3 410500	360	101000
2	02/28/15	MANAGED SERVICES;DATA BKP	146.60			5210 25 430510	360	101000
3	02/28/15	MANAGED SERVICES;DATA BKP	146.60*			5310 29 430610	360	101000
4	02/28/15	MANAGED SERVICES;DATA BKP	86.88*			1000 1 410200	360	101000
5	02/28/15	MANAGED SERVICES;DATA BKP	86.88			1000 36 411020	360	101000
6	02/28/15	MANAGED SERVICES;DATA BKP	120.76			5210 23 430550	360	101000
7	02/28/15	MANAGED SERVICES;DATA BKP	120.76			5310 31 430630	360	101000
8	02/28/15	MANAGED SERVICES;DATA BKP	100.78			2510 107 430220	360	101000
9	02/28/15	MANAGED SERVICES;DATA BKP	50.39			2520 108 430220	360	101000
10	02/28/15	MANAGED SERVICES;DATA BKP	88.18			1000 9 410540	360	101000
11	02/28/15	MANAGED SERVICES;DATA BKP	86.88*			2935 11 460461	360	101000
12	02/28/15	MANAGED SERVICES;DATA BKP	94.69*			2394 18 420531	360	101000
125147	75284S	2471 POSTMASTER	865.06					
1	02/28/15	POSTAGE FOR FLOOD ASMT STUDY	865.06		19632	1000 201 431200	311	101000

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CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 2/15

Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$	PO #	Fund Org Acct	Object Proj	Cash
Line #	Check Invoice #/Inv Date/Description	Line \$					Account
125148	75285S 2831 MILES CITY STAR ADVERTISING	740.50			1000 3 410500	330	101000
1	02/28/15 PUBLISHING/LEGAL NOT	155.33			5210 25 430510	330	101000
2	02/28/15 PUBLISHING/LEGAL NOT	155.33			5310 29 430610	330	101000
3	02/28/15 PUBLISHING/LEGAL NOT	155.34			1000 7 420460	320	101000
4	02/28/15 PUBLISHING/LEGAL NOT	19.25			5510 10 420730	320	101000
5	02/28/15 PUBLISHING/LEGAL NOT	19.25			2510 107 430220	330	101000
6	02/28/15 PUBLISHING/LEGAL NOT	57.60			2520 108 430220	330	101000
7	02/28/15 PUBLISHING/LEGAL NOT	14.40			1000 36 411020	331	101000
8	02/28/15 PUBLISHING/LEGAL NOT	36.00			1000 201 431200	331	101000
9	02/28/15 PUBLISHING/LEGAL NOT	84.00			5210 23 430550	330	101000
10	02/28/15 PUBLISHING/LEGAL NOT	22.00			5310 31 430630	330	101000
11	02/28/15 PUBLISHING/LEGAL NOT	22.00					
125149	75286S 2830 STAR PRINTING & SUPPLY	1,610.92			1000 3 410500	210	101000
1	02/28/15 OFFICE SUPPLIES	52.44			5210 25 430510	210	101000
2	02/28/15 OFFICE SUPPLIES	52.44			5310 29 430610	210	101000
3	02/28/15 OFFICE SUPPLIES	52.42			5210 25 430510	320	101000
4	02/28/15 PRINTING	112.91			5310 29 430610	320	101000
5	02/28/15 PRINTING	112.91			1000 3 410500	320	101000
6	02/28/15 PRINTING	112.91			1000 6 410300	230	101000
7	02/28/15 R & M SUPPLIES	0.64			1000 6 410300	210	101000
8	02/28/15 OFFICE SUPPLIES	209.59			1000 7 420460	210	101000
9	02/28/15 OFFICE SUPPLIES	130.02			5510 10 420730	210	101000
10	02/28/15 OFFICE SUPPLIES	50.57			2985 15 450350	220	101007
11	02/28/15 OP EXP	493.81			1000 4 411100	210	101000
12	02/28/15 OFFICE SUPP	44.77*			2935 11 460461	210	101000
13	02/28/15 OFFICE SUPP	25.40			2220 16 460100	320	101000
14	02/28/15 PRINTING	48.31			5610 87 430300	210	101000
15	02/28/15 OFFICE SUPP	111.78*					
125150	75287S 394 BOSS INC	4,009.38			1000 3 410500	210	101000
1	02/28/15 OFFICE SUPP	321.46			5210 25 430510	210	101000
2	02/28/15 OFFICE SUPP	321.46			5310 29 430610	210	101000
3	02/28/15 OFFICE SUPP	321.46			1000 4 411100	210	101000
4	02/28/15 OFFICE SUPP	122.93*			1000 4 411100	350	101000
5	02/28/15 PROF SERV	130.98*			1000 6 410300	210	101000
6	02/28/15 OFF SUPP	51.94			1000 5 420160	210	101000
7	02/28/15 OFF SUPP	625.00			1000 5 420160	220	101000
8	02/28/15 OP EXP	322.55			2985 15 450340	214	101006
9	02/28/15 SM ITEMS OF EQUIP	1,038.61*			2985 15 450300	214	101000
10	02/28/15 SM ITEMS OF EQUIP	752.99*					

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

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
125151	75288S	4103 DEERE CREDIT INC		476.23					
1	1534472	02/28/15 10" ANGLE BROOM SWEEPER (P)		411.74*		178	5610 87 490500	645	101000
2	1534472	02/28/15 10" ANGLE BROOM SWEEPER (I)		64.49*		178	5610 87 490500	646	101000
125152	75289S	212 AT&T		1.62					
1	02/28/15	LONG DISTANCE CHARGE		1.62		18373	1000 5 420160	345	101000
125153	75290S	999999 CAMERON DUFFIN		135.02					
1	02/28/15	TRAVEL REIMB: BOZEMAN		135.02		125153	1000 7 420460	370	101000
125154	75291S	999999 PHYSIO-CONTROL, INC.		24,712.58					
	115075850,	115068233, 115067346, 115067346, 115067346415026903							
1	SEE ABOVE	02/28/15 DEFIB/KITS/ETC		24,712.58*		18795	5510 10 420730	214	101000
125155	75295S	373 MASTERCARD		15,809.14					
1	02/28/15	OFFICE SUPPLIES		388.87			1000 5 420140	210	101000
2	02/28/15	SM ITEMS OF EQUIP		622.91			1000 5 420140	214	101000
3	02/28/15	OPERATING EXP		1,389.70			1000 5 420140	220	101000
4	02/28/15	R & M SUPPLIES		736.03*			1000 5 420140	230	101000
5	02/28/15	POSTAGE		137.31			1000 5 420140	311	101000
6	02/28/15	R & M VEHICLES		911.76			1000 5 420140	366	101000
7	02/28/15	TRAINING		450.00			1000 5 420140	380	101000
8	02/28/15	OFFICE SUPPLIES		67.86			1000 7 420460	210	101000
9	02/28/15	SM ITEMS OF EQUIP		30.21			1000 7 420460	214	101000
10	02/28/15	OP EXP		229.14			1000 7 420460	220	101000
11	02/28/15	R & M SUPPLIES		10.17			1000 7 420460	230	101000
12	02/28/15	GAS/OIL		52.28			1000 7 420460	231	101000
13	02/28/15	CONSUMMABLE TOOLS		176.55			1000 7 420460	241	101000
14	02/28/15	POSTAGE		9.18			1000 7 420460	311	101000
15	02/28/15	TELEPHONE		92.95			1000 7 420460	345	101000
16	02/28/15	R & M VEHICLES		335.41			1000 7 420460	364	101000
17	02/28/15	R & M SUPPLIES		1,319.75			1000 13 460433	230	101000
18	02/28/15	REG/MBRSHIPS		20.00			1000 13 460433	334	101000
19	02/28/15	OP EXP		17.46			1000 21 440600	220	101000
20	02/28/15	OFFICE SUPPLIES		108.15			1000 36 411020	210	101000
21	02/28/15	TRAINING		-144.00			1000 36 411020	380	101000
22	02/28/15	OFFICE SUPPLIES		46.82			1000 201 431200	210	101000
23	02/28/15	OP EXP		30.00			1000 201 431200	220	101000
25	02/28/15	POSTAGE		81.80			2220 16 460100	311	101000
26	02/28/15	BOOKS		58.57			2220 16 460100	382	101000
27	02/28/15	OFFICE SUPPLIES		25.65			2394 18 420531	210	101000
28	02/28/15	OP EXP		30.00*			2394 18 420531	220	101000
29	02/28/15	OFFICE SUPP		80.05			2510 107 430220	210	101000
30	02/28/15	OP EXP		105.59			2510 107 430220	220	101000
31	02/28/15	R & M SUPPLIES		208.81			2510 107 430220	230	101000
32	02/28/15	MBRSHIP/DUES		147.20			2510 107 430220	334	101000



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33	02/28/15	R & M VEHICLES	798.03			2510 107 430220	363	101000
34	02/28/15	OFFICE SUPP	19.17			2520 108 430220	210	101000
35	02/28/15	OP EXP	26.40			2520 108 430220	220	101000
36	02/28/15	R & M SUPPLIES	52.21			2520 108 430220	230	101000
37	02/28/15	MEMBERSHIPS/DUES	36.80			2520 108 430220	334	101000
38	02/28/15	R & M VEHICLES	199.51			2520 108 430220	363	101000
39	02/28/15	OFFICE SUPP	4.21			2935 11 460461	210	101000
40	02/28/15	OP EXP	49.21*			2985 15 450330	220	101004
41	02/28/15	OFFICE SUPP	35.40			5210 22 430530	210	101000
42	02/28/15	OP EXP	7.50			5210 22 430530	220	101000
43	02/28/15	CLOTHING/UNIS	42.86			5210 22 430530	226	101000
44	02/28/15	R & M SUPPLIES	403.47			5210 22 430530	230	101000
45	02/28/15	R & V VEHICLES	56.32			5210 22 430530	363	101000
46	02/28/15	OFFICE SUPP	41.25			5210 23 430550	210	101000
47	02/28/15	SM ITEMS OF EQUIP	38.97			5210 23 430550	214	101000
48	02/28/15	OP EXP	858.05			5210 23 430550	220	101000
49	02/28/15	CLOTHING/UNIS	137.74			5210 23 430550	226	101000
50	02/28/15	R & M SUPPLIES	137.18			5210 23 430550	230	101000
51	02/28/15	CURB STOP REPL	990.65*			5210 23 430550	235	102270
52	02/28/15	R & M VEHICLES	411.86			5210 23 430550	363	101000
53	02/28/15	OFFICE SUPPL	35.41			5210 80 430540	210	101000
54	02/28/15	OP EXP	30.92			5210 80 430540	220	101000
55	02/28/15	CHEM/LAB	267.20			5210 80 430540	222	101000
56	02/28/15	CLOTHING/UNIS	42.86			5210 80 430540	226	101000
57	02/28/15	R & M SUPPLIES	259.49			5210 80 430540	230	101000
58	02/28/15	CONSUMMABLE TOOLS	9.98			5210 80 430540	241	101000
59	02/28/15	POSTAGE	33.06			5210 80 430540	311	101000
60	02/28/15	OFFICE SUPP	52.13			5310 31 430630	210	101000
61	02/28/15	OP EXP	38.60			5310 31 430630	220	101000
62	02/28/15	CLOTHING/UNIS	137.72*			5310 31 430630	226	101000
63	02/28/15	R & M SUPPLIES	91.03			5310 31 430630	230	101000
64	02/28/15	R & M VEHICLES	411.86			5310 31 430630	363	101000
65	02/28/15	CHEMICALS	680.26			5310 33 430640	222	101000
66	02/28/15	CLOTHING/UNIS	64.28			5310 33 430640	226	101000
67	02/28/15	R & M SUPPLIES	55.94			5310 33 430640	230	101000
68	02/28/15	GAS/OIL	23.88			5310 33 430640	231	101000
69	02/28/15	R & M VEHICLES	38.70			5310 33 430640	363	101000
70	02/28/15	SM ITEMS OF EQUIP	141.75*			5510 10 420730	214	101000
71	02/28/15	OP EXP	89.10			5510 10 420730	214	101000
72	02/28/15	CHEMICALS	13.82			5510 10 420730	220	101000
73	02/28/15	R & M SUPPLIES	12.78			5510 10 420730	222	101000
74	02/28/15	GAS/OIL	20.33			5510 10 420730	230	101000
75	02/28/15	CONSUMMABLE TOOLS	332.64			5510 10 420730	231	101000
76	02/28/15	TELEPHONE	36.15			5510 10 420730	241	101000
77	02/28/15	R & M VEHICLES	84.67			5510 10 420730	241	101000
78	02/28/15	OP EXP	45.91			5610 87 430300	220	101000
79	02/28/15	R & M VEHICLES	160.25*			5610 87 430300	230	101000

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80	02/28/15	MEMBERSHIPS/DUES	72.06*			5610 87 430300	334	101000
81	02/28/15	TELEPHONE	169.66			5610 87 430300	345	101000
82	02/28/15	OP EXP	233.73			6040 910 430220	220	101000
125156	75297S	999999 JUSTIN RUSSELL	493.81					
1	02/28/15	TRAVEL REIMB:	493.81		18796	1000 7 420460	370	101000
125157	75298S	999999 RYAN SMITH	161.00					
1	02/28/15	TRAVEL REIMB:	161.00		18797	1000 7 420460	370	101000
125165	75299S	2450 POSTMASTER (UTILITIES)	1,019.42					
1	02/28/15	WATER/SEWER BILLS: POSTAGE	509.71			5210 25 430510	311	101000
2	02/28/15	WATER/SEWER BILLS: POSTAGE	509.71			5310 29 430610	311	101000
125166	75300S	2450 POSTMASTER (UTILITIES)	26.40					
1	02/28/15	WATER/SEWER BILLS PSTG: (2)	13.20			5210 25 430510	311	101000
2	02/28/15	WATER/SEWER BILLS PSTG: (2)	13.20			5310 29 430610	311	101000
125167	75306S	660 CUSTER COUNTY CLERK & RECORDER	84.00					
1	02/28/15	REC 2 ESMTS: LANDMRK LAND CO	84.00*		19142	1000 3 410500	390	101000
125168	75301S	572 VERIZON WIRELESS	263.08					
1	9740132412	02/28/15 ICAC CELL PHONE	263.08		19742	1000 5 420140	220	101000
125169	75302S	4073 JOHN DEERE FINANCIAL	476.23					
1	1539687	02/28/15 SWEEPER LEASE PMT (P)	413.45*		188	5610 87 490500	645	101000
2	1539687	02/28/15 SWEEPER LEASE PMT (I)	62.78*		188	5610 87 490500	646	101000
125170	75303S	523 CITY SERVICE, INC.	1,866.00					
1	W016326	02/28/15 REFUELER TRUCK RENT	1,850.00		185	5610 87 430300	530	101000
2	W016326	02/28/15 TRMNL MAINT FEE	16.00		185	5610 87 430300	220	101000
125171	75307S	1737 MC AREA SOLID WASTE DISTRICT	593.95					
1	4571A	12/31/14 QUARTERLY CHARGES	71.12			6040 910 430220	346	101000
2	09/30/13	QUARTERLY CHARGES	71.12			5210 22 430530	346	101000
3	09/30/13	QUARTERLY CHARGES	47.41*			1000 7 420460	346	101000
4	09/30/13	QUARTERLY CHARGES	47.41			5510 10 420730	346	101000
5	09/30/13	QUARTERLY CHARGES	47.41			1000 8 411230	346	101000
6	09/30/13	QUARTERLY CHARGES	237.06			1000 13 460433	346	101000
7	09/30/13	QUARTERLY CHARGES	47.42			5310 33 430640	346	101000
8	4577A	02/28/15 ANIMAL DISPOSAL	25.00			1000 21 440600	220	101000

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125172	1	75308S 999999 DUSTIN SLOAN 02/28/15 BOA MEETING		25.00 25.00			2394 18 420531	350	101000
125173	1	75309S 999999 DERRICK RODGERS 02/28/15 BOA MEETING		25.00 25.00			2394 18 420531	350	101000
125174	1	75310S 999999 MURIEL ROST 02/28/15 BOA MEETING		25.00 25.00			2394 18 420531	350	101000
125175	1	75311S 999999 ROCK WANKEL 02/28/15 BOA MEETING		25.00 25.00			2394 18 420531	350	101000
125176	1	75312S 999999 DAVID LARSEN 02/28/15 BOA MEETING		25.00 25.00			2394 18 420531	350	101000
125177	1	75313S 999999 TRICIA YEAGER 02/28/15 WATER DEPOSIT REFUND		111.33 111.33			5210 214010		101000
125178	1	75314S 999999 STERLING BROWN 02/28/15 WATER DEPOSIT REFUND		111.24 111.24			5210 214010		101000
125179	1	75315S 999999 EMILY BARBER 02/28/15 WATER DEPOSIT REFUND		60.72 60.72			5210 214010		101000
125180	1	75316S 999999 BETTY VAIL 02/28/15 CONFERENCE REGISTRATION: SLC		65.00 65.00		18483	2985 15 450340	370	101006
125181	1	75317S 4046 BILL RONNING 02/28/15 CELL PHONE REIMB FEB/MAR		146.50 117.20		19640	2510 107 430220	345	101000
	2	02/28/15 CELL PHONE REIMB FEB/MAR		29.30		19640	2520 108 430220	345	101000
125182	1	75318S 317 BILLINGS CLINIC 7033,3520 02/28/15 PRE EMPLOY PHYSICALS		580.00 580.00*		19729	1000 5 420140	350	101000
125183	1	75319S 4104 BILLINGS CLINIC OCCUPATIONAL 20150416 02/28/15 DRUG SCREEN: BIGELOW		30.00 30.00*		19737	1000 5 420140	350	101000
125184	1	75320S 999999 BUCKY JOHNSON 02/28/15 CELL PHONE REIMB JAN/FEB		44.08 22.04		19070	5210 23 430550	345	101000
	2	02/28/15 CELL PHONE REIMB JAN/FEB		22.04		19070	5310 31 430630	345	101000

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125185	75321S	501	CHEM SEARCH	1,825.75					
1	1817723	02/28/15	MACHINE OIL	435.68		19804	5210 22 430530	230	101000
2	1817722	02/28/15	GRENIDIER PSII AEROSOL	435.67		19804	5210 80 430540	230	101000
3	1817722	02/28/15	GRENIDIER PSII AEROSOL	762.00		19804	5310 33 430640	220	101000
4	1817722	02/28/15	GRENIDIER PSII AEROSOL	192.40		19804	5310 33 430640	230	101000
125186	75322S	4092	CON-MAT SUPPLY	2,371.50					
1	59588	02/28/15	SIDEWALK TILE	2,371.50		19641	2510 107 430234	350	101000
125187	75323S	237	CPI COLLECTION PROFESSIONALS INC	131.50					
1	JAN STMT	02/28/15	WATER/SEWER COLLECTIONS	65.75*		19147	5210 25 430510	350	101000
2	JAN STMT	02/28/15	WATER/SEWER COLLECTIONS	65.75		19147	5310 29 430610	350	101000
125188	75324S	4001	CRITELLI COURTIERS, INC.	262.00					
1	2113A	02/28/15	PARTNER'S CONTRACT	262.00		18956	2880 39 460100	311	101020
125189	75325S	700	CUSTER COUNTY WATER & SEWER	10,561.63					
1	02/28/15	WATER/SEWER COLL FOR CCWSD	10,561.63			7980	211020		101000
125190	75326S	721	DALES CLEANING SERVICE	600.00					
1	FEB	02/28/15	CLEAN CITY HALL	600.00		19633	1000 8 411230	360	101000
125191	75327S	1286	DENNIS HIRSCH	6,121.90					
1	FEB	02/28/15	FEB PERMITS	6,121.90		19645	2394 18 420531	350	101000
125192	75328S	1182	DOWL HKM INC.	13,751.61					
1	5028.26539	02/28/15	PROF SERV: WTR/SWR CAP STU	6,875.81		19071	5210 23 430550	350	101000
.01-3									
2	5028.26539	02/28/15	PROF SERV: WTR/SWR CAP STU	6,875.80		19071	5310 31 430630	350	101000
125193	75329S	790	DPC INDUSTRIES	120.00					
1	2000009-15	02/28/15	DEMURRAGE	30.00		19801	5310 33 430640	222	101000
2	2000009-15	02/28/15	DEMURRAGE	90.00		19801	5210 80 430540	222	101000
125194	75330S	872	EASTERN MONTANA IND	650.00					
1	183715/17	02/28/15	CLEANING SERVICES: JAN/FEB	650.00		18953	2220 16 460100	360	101000
125195	75331S	869	EAST MONT COMMUNICATIONS	98.50					
1	27134	02/28/15	REPR: CAR #8 RADIO & ANTENNA	98.50		19733	1000 5 420140	220	101000
125196	75332S	291	ECOLAB PEST ELIMINATION DIVISION	65.00					
1	5376061	02/28/15	PEST CONTROL	65.00*		184	5610 87 430300	230	101000

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125197	75333S	902 ENERGY LABORATORIES INC	488.75					
		350250344, 0481, 0861, 1225						
1	02/28/15	CHEMICALS	311.75		19803	5210 80 430540	352	101000
2	02/28/15	CHEMICALS	177.00		19803	5310 33 430640	352	101000
125198	75334S	4053 ESRI, INC.	800.00					
1	92932869	02/28/15 MAINT CONTRACT FOR ARCMAP	40.00*		15948	2394 18 420531	360	101000
2	92932869	02/28/15 MAINT CONTRACT FOR ARCMAP	96.00		15948	2510 107 430220	360	101000
3	92932869	02/28/15 MAINT CONTRACT FOR ARCMAP	24.00		15948	2520 108 430220	360	101000
4	92932869	02/28/15 MAINT CONTRACT FOR ARCMAP	40.00		15948	5210 23 430550	360	101000
5	92932869	02/28/15 MAINT CONTRACT FOR ARCMAP	40.00		15948	5310 31 430630	360	101000
6	92932869	02/28/15 MAINT CONTRACT FOR ARCMAP	160.00		15948	1000 201 431200	220	101000
7	92932869	02/28/15 MAINT CONTRACT FOR ARCMAP	400.00		15948	1000 36 411020	360	101000
125199	75335S	999999 FARMERS BROTHERS COFFEE	75.74					
1	61506127	02/28/15 CASE OF COFFEE	75.74*		186	5610 87 430300	210	101000
125200	75336S	979 FIREMANS COMPANY	30.00					
1	4185	02/28/15 RECHARGE FIRE EXTING	30.00*		187	5610 87 430300	230	101000
125201	75337S	1050 FRANKS BODY SHOP	126.50					
1	44057	02/28/15 PD TOW: 07 HUNDIA ENT	126.50		19736	1000 5 420140	220	101000
125202	75338S	999999 GEORGE LARSON	420.00					
1	02/28/15	REIMB:STORAGE FEES	420.00		19108	1000 5 420140	220	101000
125203	75339S	4079 GILBERT LAW OFFICE	267.68					
1	26625	02/28/15 PROF LEGAL SERV	267.68*		19145	1000 4 411100	350	101000
125204	75340S	1120 GLADER ELECTRIC CO	311.58					
1	75631	02/28/15 MAIN STREET LIGHTS	311.58		19634	2440 50 430263	230	101000
125205	75341S	1896 HAWKINS, INC	1,030.62					
		3682023, 3693786, 3693433						
1	75631	02/28/15 FILTER FIT	1,030.62		18897	5210 80 430540	222	101000
125206	75342S	999999 HF SCIENTIFIC INC.	224.24					
1	195674	02/28/15 DESCALE/CLEAN SOLVENT	224.24		18899	5210 80 430540	230	101000
125207	75343S	1321 HOLMLUND MOBILE LOCK & KEY	163.00					
1	30011	02/28/15 NEW DOOR-VA BLDG	163.00		19734	1000 5 420140	220	101000

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125208	75344S	1330 HOLY ROSARY HEALTH CENTER	63.16					
1	9005133	02/28/15 BALANCE DUE: MED SUPPLIES	63.16		19201	5510 10 420730	222	101000
125209	75345S	390 JERRYS REFRIGERATION SERV INC	691.31					
1	98110	02/28/15 HTR IN ANML SHLTR	95.00		19744	1000 21 440600	350	101000
2	98083	02/28/15 HTR REPAIR-WTP	47.50		18900	5210 22 430530	360	101000
3	98083	02/28/15 HTR REPAIR-WTP	47.50		18900	5210 80 430540	360	101000
4	98083	02/28/15 HTR REPAIR-WTP	42.08		18900	5210 80 430540	230	101000
5	98083	02/28/15 HTR REPAIR-WTP	42.08		18900	5210 22 430530	230	101000
6	97603	02/28/15 REPRS AT CITY HALL	130.95		19637	1000 8 411230	230	101000
7	97728	02/28/15 FURNACE FILTERS	286.20		18954	2220 16 460100	360	101000
125210	75346S	1407 KADRMAS LEE & JACKSON INC	93.16					
1	18375	02/28/15 GIS DATA MAINT	93.16		18375	2850 105 420140	350	101000
125211	75347S	1424 KRUTZFELDT & JONES LLP	323.75					
1	242015	02/28/15 PROF SERV	323.75*		183	5610 87 430300	350	101000
125212	75348S	1535 LUCAS & TONN PC	100.00					
1	02/28/15	WESTLAW: PROF SERV	100.00*			1000 4 411100	350	101000
125213	75349S	4022 MARILYNN FORMAN	575.00					
1	FEB 02/28/15	CLEAN CITY SHOP	225.00		19643	6040 910 430220	360	101000
2	FEB 02/28/15	CLEAN PD	350.00*		19735	1000 5 420140	350	101000
125214	75350S	318 MT FIREFIGHTERS TESTING	1,200.00					
1	FY 14-15 02/28/15	FY 14-15 ANNUAL DUES	1,200.00		18800	1000 7 420460	334	101000
125215	75351S	999999 MIKE MILLER	122.90					
1	02/28/15	TRAVEL REIMB: BILLINGS	122.90		18798	1000 7 420460	370	101000
125216	75352S	268 MILES CITY SANITATION INC.	148.00					
1	52108297	02/28/15 SANITATION	45.00		182	5610 87 430300	220	101000
2	52108407	02/28/15 SANITATION	60.00		19802	5310 33 430640	346	101000
3	52108301	02/28/15 SANITATION	43.00		19730	1000 5 420140	346	101000
125217	75353S	999999 MDOT COLLECTIONS SECTION	5,830.00					
1	21551	02/28/15 TATRO CTEP MATCH	5,830.00		19644	2510 107 430233	350	101000
125218	75354S	4056 MOVIE LICENSING USA	1,456.00					
1	2018159	02/28/15 ANNUAL MOVIE LIC FEE	1,456.00		18955	2880 41 460100	350	101030

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
125219	75355S	2151 MORRISON & MAIERLE INC	1,761.00					
		2456, 20407, 2401, 20331, 20483						
	1	VARIOUS 02/28/15 IT SUPPORT	183.50*		19740	1000 5 420140	350	101000
		19741						
	2	VARIOUS 02/28/15 SERVER SETUP FOR MOVE/MGD SER	1,577.50		18374	2850 105 420140	350	101000
		18378						
125220	75356S	2270 NORTHWEST PIPE INC	1,029.22					
		cm1403502 BOLT PACK: CREDIT = -26.04						
	1	1413796 02/28/15 CURB BOX,14" MEGALUG	931.26		19069	5210 23 430550	230	101000
	2	1413382 02/28/15 CURB BOX,14" MEGALUG	97.96*		19069	5210 23 430550	235	102270
125221	75357S	2322 OLNESS & ASSOCIATES PC CPA'S	500.00					
	1	7204 02/28/15 FINAL FOR 6/30/14 AUDIT	500.00		19143	1000 3 410500	350	101000
125222	75358S	999999 PAPA JOE'S SHOP LLC	255.00					
	1	02/28/15 LIBRARY ANNOUNCEMENT INFO BRD	255.00		18959	2220 16 460100	214	101000
125223	75359S	4058 PROFESSIONAL TREE MAN	500.00					
	1	122114 02/28/15 TREE REMOVALS	500.00		19638	2510 107 430220	360	101000
125224	75360S	3229 ROLLING RUBBER	42.64					
	1	13526 02/28/15 TIRE REPAIR 6-7	42.64		19204	1000 7 420460	360	101000
125225	75361S	2632 RZ WELDING	160.00					
	1	16664 02/28/15 REPAIR ON T-19	160.00		19202	1000 7 420460	360	101000
125226	75362S	4047 SAFEGUARD BUSINESS SYSTEMS	212.97					
	1	30446130 02/28/15 CLAIM CHECKS	70.99		19146	1000 3 410500	220	101000
	2	30446130 02/28/15 CLAIM CHECKS	70.99*		19146	5210 25 430510	220	101000
	3	30446130 02/28/15 CLAIM CHECKS	70.99*		19146	5310 29 430610	220	101000
125227	75363S	999999 SCOTT GRAY	332.43					
	1	02/28/15 TRAVEL REIMB: GR FALLS	265.94		19646	2510 107 430220	370	101000
	2	02/28/15 TRAVEL REIMB: GR FALLS	66.49		19646	2520 108 430220	370	101000
125228	75364S	4039 SCOTT GRAY	79.04					
	1	02/28/15 CELL PHONE REIMB	64.05		19642	2510 107 430220	345	101000
	2	02/28/15 CELL PHONE REIMB	14.99		19642	2520 108 430220	345	101000
125229	75365S	2740 SHERWIN WILLIAMS	83.95					
	1	8616-4 02/28/15 PAINT/SUPP: ANML SHELTER	83.95		19731	1000 21 440600	220	101140

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125230	75366S	286 STANLEY CHIROPRACTIC OFFICE	75.00		19639	1000 13 460433	220	101000
1	02/28/15	LOCKIE: CDL PHYSICAL	75.00					
125231	75367S	4013 SOLESTONE REIMB SERVICES	4,142.51		18799	5510 10 420730	350	101000
1	6715 02/28/15	AMB BILLING	3,949.51		18799	5510 10 420730	222	101000
2	6715 02/28/15	MED SUPP	193.00					
125232	75368S	2910 TONGUE RIVER ELECTRIC	447.18			2450 51 430263	341	101000
1	02/28/15	SOUTHGATE LIGHTING	401.84		18377	2850 105 420140	341	101000
2	02/28/15	MICROWAVE LIGHT TOWER	45.34					
125233	75369S	999999 TONGUE RIVER WINERY	150.00		18485	2985 15 450330	220	101004
1	02/28/15	RENTAL FOR BUILDING USE	150.00*					
125234	75370S	368 TUMBLEWOOD ENVIRONMENTAL INC.	2,750.00			2270 37 440140	350	101000
1	MARCH 02/28/15	HEALTH & SANITATION SERV	2,750.00					
125235	75371S	3039 UTILITIES UNDERGROUND LOCATION	25.48		19068	5210 23 430550	360	101000
1	5015076 02/28/15	LOCATES FOR JAN	12.74		19068	5310 31 430630	360	101000
2	5015076 02/28/15	LOCATES FOR JAN	12.74					
125236	75372S	999999 WATSON	15,122.00		18376	2850 105 420140	940	101000
1	59554 02/28/15	DISPATCH FURNITURE	15,122.00					
125237	75373S	2914 TOURISM BUSINESS IMPROVEMENT	10,069.94			7370 212500		101000
1	02/28/15	MONTHLY COLLECTIONS FOR FEB	10,069.94					
125238	75374S	4012 HEATHER ROOS	60.00		18380	2850 105 420140	345	101000
1	182,183 02/28/15	CELL PHONE REIMB APR/MAY	60.00					
125239	75304S	1970 MONTANA DAKOTA UTILITIES	24,884.27		18958	1000 7 420460	341	101000
1	02/28/15	GAS/ELECTRIC	366.01		18958	1000 7 420460	344	101000
2		GAS/ELECTRIC	253.68			1000 8 411230	341	101000
3		GAS/ELECTRIC	298.31			1000 8 411230	344	101000
4		GAS/ELECTRIC	426.02			1000 13 460433	341	101000
5		GAS/ELECTRIC	341.75			1000 13 460433	344	101000
6		GAS/ELECTRIC	351.51			1000 14 460445	341	101000
7		GAS/ELECTRIC	14.74*			1000 21 440600	341	101000
8		GAS/ELECTRIC	0.00			1000 21 440600	344	101000
9		GAS/ELECTRIC	0.00			2220 16 460100	341	101000
10		GAS/ELECTRIC	0.00			2220 16 460100	344	101000
11		GAS/ELECTRIC	0.00			2400 46 430263	341	101000
12		GAS/ELECTRIC	8,590.44			2400 46 430263	533	101000
13		GAS/ELECTRIC	4,653.05			2420 48 430263	341	101000
14		GAS/ELECTRIC	1,588.97			2420 48 430263	533	101000
15		GAS/ELECTRIC	675.50					



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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
16	GAS/ELECTRIC			112.78			2430 49 430263	341	101000
17	GAS/ELECTRIC			1,037.88			2440 50 430263	341	101000
18	GAS/ELECTRIC			304.12			2470 72 430263	341	101000
19	GAS/ELECTRIC			240.72			2470 72 430263	533	101000
20	GAS/ELECTRIC			0.00			2480 47 430263	341	101000
21	GAS/ELECTRIC			57.62			2510 107 430220	341	101000
22	GAS/ELECTRIC			78.28			2510 107 430220	344	101000
23	GAS/ELECTRIC			7.77			2520 108 430220	341	101000
24	GAS/ELECTRIC			19.57			2520 108 430220	344	101000
25	GAS/ELECTRIC			3,154.25			5210 22 430530	341	101000
26	GAS/ELECTRIC			2,089.45			5210 22 430530	344	101000
27	GAS/ELECTRIC			19.43			5210 23 430550	341	101000
28	GAS/ELECTRIC			48.92			5210 23 430550	344	101000
29	GAS/ELECTRIC			48.92			5310 31 430630	341	101000
30	GAS/ELECTRIC			48.92			5310 31 430630	344	101000
31	GAS/ELECTRIC			85.15			5310 32 430690	341	101000
32	GAS/ELECTRIC			0.00			5310 32 430690	344	101000
33	GAS/ELECTRIC			0.00			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	GAS/ELECTRIC			0.00		181	5610 87 430300	341	101000
37	GAS/ELECTRIC			0.00		181	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
125240	75375S	180 ASSOCIATED BUSINESS SYSTEMS INC		139.95					
1	14327	02/28/15 CHECKS FOR TRUST ACCOUNT		139.95*		18082	1000 6 410300	220	101000
125241	75376S	240 B&C OIL CO		206.62					
1	497462	02/28/15 UNLEADED FUEL		88.37		192	5610 87 430300	231	101000
2	497462	02/28/15 DYED DIESEL		118.25		192	5610 87 430300	231	101000
125242	75377S	285 BADLANDS, INC.		26.00					
1	02/28/15	VOLUNTEER CAB FARE		26.00		18489	2985 15 450330	370	101004
125244	75378S	498 CENTURY LINK		1,965.87					
1	02/28/15	911 PHONE SYSTEM		1,965.87		18381	1000 5 420160	345	101000
125246	75379S	4105 THE JORDAN TRIBUNE		40.00					
1	02/28/15	ANNUAL SUBSCRIPTION		40.00		18963	2220 16 460100	382	101000
125247	75380S	1780 MILES CITY MOTOR SUPPLY		115.22					
1	489851	02/28/15 EGR VALVE FOR FD JET TRK		115.22*		193	5610 87 430300	230	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
125248	75381S	2847 STEADMANS ACE HARDWARE		99.86				
		139808, 141412, 141365, 142681						
1		VARIOUS 02/28/15 LIGHTS/TOOLS/SAFETY ITEMS	99.86*		190	5610 87 430300	230	101000
125249	75382S	3030 UPSTART		177.06				
1	5536649	02/28/15 SUMMER READING PROGRAM	177.06		18964	2220 16 460100	382	101000
125250	75383S	316 DATA IMAGING SYSTEMS, INC		921.00				
1	27523	02/28/15 LAPTOP PURCHASE/SETUP	800.00		15950	1000 36 411020	214	101000
2	27523	02/28/15 LAPTOP PURCHASE/SETUP	121.00		15950	1000 36 411020	210	101000
125251	75384S	4045 LAND SOLUTIONS, INC.		2,698.02				
1	030415	02/28/15 CONSULTING SERVICES	2,698.02		15949	1000 36 411020	350	101000
# of Claims			102	Total:		201,202.21		

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Fund/Account	Amount
1000 GENERAL	\$31,729.52
101000 Cash - Operating	
101140 Animal Control/donated by Nefsy	\$83.95
2220 LIBRARY	\$1,765.62
101000 Cash - Operating	
2270 Health	\$2,750.00
101000 Cash - Operating	
2394 BUILDING CODE ENFORCEMENT	\$6,463.60
101000 Cash - Operating	
2400 LTG M D#165-(Gen City)	\$13,243.49
101000 Cash - Operating	
2420 LTG M D#167-(MilesAddn Etc)	\$2,264.47
101000 Cash - Operating	
2430 LTG M D#171-(Balsam Est)	\$112.78
101000 Cash - Operating	
2440 LTG M D#172-(Main Str)	\$1,367.52
101000 Cash - Operating	
2450 LTG M D#195-(SG-Trico)	\$401.84
101000 Cash - Operating	
2470 LTG M D#202-(SG-MDU&NV)	\$544.84
101000 Cash - Operating	
2480 LTG M M#173-(Milestown Estates)	\$93.35
101000 Cash - Operating	
2510 STR MAINT DIST #204	\$14,564.43
101000 Cash - Operating	
2520 STR MAINT DIST #205	\$1,492.66
101000 Cash - Operating	
2850 911 EMERGENCY	\$17,134.95
101000 Cash - Operating	
2880 LIBRARY GRANTS	\$262.00
101020 Cash - Op/ILL	
101030 Cash - Sagebrush Fed/Base Grant	\$1,456.00
2935 Historic Preservation	\$116.49
101000 Cash - Operating	
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	\$752.99
101000 Cash - Operating	
101004 RSVP Non-Federal Cash Operating-Custer	\$345.02
101006 Cash- operating-Fallon	\$1,103.61
101007 RSVP Non-Federal Cash Operating- Fallon	\$493.81
5210 WATER UTILITY	\$22,623.96
101000 Cash - Operating	
102270 Cash - Curb Stop Replacement Fee	\$1,088.61
5310 SEWER UTILITY	\$19,256.51
101000 Cash - Operating	
5510 AMBULANCE FUND	\$31,072.07
101000 Cash - Operating	
5610 AIRPORT OPERATING	\$6,610.99
101000 Cash - Operating	
6040 PUBLIC WORKS	\$1,375.56
101000 Cash - Operating	
7370 TBID	\$10,069.94
101000 Cash - Operating	
7980 CUSTER CO WATER & SEWER DISTRICT	

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Fund/Account	Amount
101000 Cash - Operating	\$10,561.63
<b>Total:</b>	<b>\$201,202.21</b>

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