



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
City Council Chambers*

*February 9, 2016  
7:00 p.m.*

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- |                              |           |
|------------------------------|-----------|
| A. City Council Meeting      | 1/26/2016 |
| B. Finance Committee Meeting | 1/21/2016 |
| C. Public Service Meeting    | 2/01/2016 |
| D. Public Safety Meeting     | 2/01/2016 |

2. SCHEDULE MEETINGS

Study Commission- hosted by Ken Weaver and Judith Mathre 2/18/2016@5:15pm

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

Board of Appeals- Noah Mahan

5. PROCLAMATIONS

6. STAFF REPORTS

Doug Colombik- Introduction of Police Officers, John Hill and Dustin Sloan  
Gary Warren- Introduction of Fire Fighters, Taran Harbaugh and Justin Trethewey

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

Public Safety Committee- Posting bids for three cabins and one railroad boxcar

Finance Committee- Approval of Resolution No. 3883

Approval of Resolution No. 3884  
Approval of Resolution No. 3885, with additional conditions added  
Approval of Ordinance No. 1302  
No motion was made on Ordinance No. 1303

10. **BID OPENINGS**  
**BID AWARDS**

11. **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 1301: An Ordinance Enacting Section 2-233 of the Code of Ordinances of the City of Miles City Requiring that Certain Contributions be Made to the General Fund Capital Improvement Fund From General Fund Cash Carryover**
- B. **ORDINANCE NO. 1302: An Ordinance Amending Section 2-106(7) of the Code of Ordinances of the City of Miles City, Montana, With Regards to the Mayor's Veto of Resolutions and Ordinances**

12. **UNFINISHED BUSINESS**

- A. **ORDINANCE NO. 1301: *(Second Reading)* An Ordinance Enacting Section 2-233 of the Code of Ordinances of the City of Miles City Requiring that Certain Contributions be Made to the General Fund Capital Improvement Fund From General Fund Cash Carryover**
- B. **ORDINANCE NO. 1302: *(Second Reading)* An Ordinance Amending Section 2-106(7) of the Code of Ordinances of the City of Miles City, Montana, With Regards to the Mayor's Veto of Resolutions and Ordinances**

13. **NEW BUSINESS**

- A. **ORDINANCE NO. 1303: *(First Reading)* An Ordinance Amending Section 2-59 of the Code of Ordinances of the City of Miles City, Montana, to Include the Preparation of Council Meeting Agendas as a Power and Responsibility of the City Council President**
- B. **RESOLUTION NO. 3884: *(First Reading)* A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authoring Amendment of Final Budget for FY 2015-2016 to Increase the Budgeted Amount in Fund # 1000-201-420140-350 for Professional Services Related to the Miles City Flood Control Project**
- C. **RESOLUTION NO. 3886: A Resolution Approving a Park Use Permit Between the City of Miles City, Montana, and Outlaw Baseball Club For Use of Tedesco, Jaycee and Conner's Field(s)**

- D. **RESOLUTION NO. 3887: A Resolution Approving a Park Use Permit Between the City of Miles City, Montana, and Miles City Youth Baseball Association For Use of Conner's, Jaycee and Tedesco Field(s)**
- E. **APPROVAL OF CLAIMS**
- F. **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 JANUARY 26, 2016 7:00 p.m.

## CALL TO ORDER

The Regular Council meeting was held Tuesday, January 26, 2016, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Dwayne Andrews, Jeff Erlenbusch, Susanne Galbraith, Ken Gardner, Brant Kassner, Rachel Sloan, John Uden, and Kathryn Wilcox.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Public Utilities Director Allen Kelm, Fire Chief Gary Warren, Grant Writer/Planner in Training Dawn Colton, Flood Planner Samantha Malenovsky, Police Sargent Steve Fenner, and Deputy City Clerk/Minute Recorder Linda Wilkins.

## PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

## APPROVAL OF COUNCIL & COMMITTEE MINUTES

### **Special City Council Meeting Minutes: 1/13/16**

*\*\* Councilperson Galbraith moved to approve the minutes of the Special City Council Meeting of January 13, 2016, and seconded by Councilperson Erlenbusch. The motion passed by unanimous consent, 8-0.*

## SCHEDULE MEETINGS

Study Commission – hosted by Ken Weaver and Judith Mathre 2/18/2016 @ 5:15pm. This meeting is regarding changing the city to a charter form of government

## REQUEST OF CITIZENS & PUBLIC COMMENT

Letter from Citizen – A letter was read by Mayor Hollowell from Bonnie Boggs regarding the recent homicides in Miles City and Missoula. Her sister was the

victim in the homicide in Missoula. She expressed her concern over the handling of the investigation of the homicide here in Miles City.

A letter was also read from Cub Scout Troop 245 expressing their thanks to the Miles City Fire Department for the tour and questions answered on behalf of the Miles City Fire Department.

Mayor Hollowell stated the letters were offered for the thoughts and considerations of the council members and thanked the Cub Scout Troop.

### **APPOINTMENTS**

None

### **PROCLAMATIONS**

None

### **STAFF REPORTS**

Samantha Malenovsky flood issue update to the Council on the following:

1. An outline of the Flood Insurance Meeting on Tuesday, February 9 Mary Jo Brady from FEMA will be giving an update regarding the increase in flood insurance rates on April 1. The meeting schedule is:
  - 10:00 a.m. – 12:00 p.m. Insurance Agents and Lenders
  - 1:00 p.m. – 3:00 p.m. Realtors
  - 5:00 p.m. – 8:00 p.m. Public Presentations, three sessions of the same topic at; 5:15 p.m., 6:15 p.m. and 7:15 p.m.Council members are invited to attend any and all presentations.
2. April 27 is Flood Awareness Day the agenda is not finalized, but attending will be the DNRC, Army Corp of Engineers and KLJ.
3. Although we are not officially signed on with the Army Corp of Engineers; they have been working on an initial 205 Feasibility Study and will have something to the City by late March for review. The first \$100,000 is at no cost to the city, this triggers the city's signing an agreement with the Corp for more studies.
4. She has been working with Congressional staff on multiple issues on the project. Senator Daines' staff has been in contact and they are planning on putting a line item in the President's budget to help in the construction of the levy. There is a slim chance of this happening, but it is good to know we have the support of congressional staff.

5. CBDG grant was not awarded for \$30,000. She is currently working on a budget amendment County said they would split cost 50/50 \$15,000.
6. Update on a restroom for Milwaukee Park. There are properties across from the park that are may be out of the flood plain. HKM/DOWL has offered to donate services to assess the sites. The City thanked them for donating their services

### **CITY COUNCIL COMMENTS**

Councilperson John Uden suggested that brief standing committee meetings be scheduled prior to the next City Council Meeting to appoint a Chairperson for each committee. There was discussion regarding the number of committees and that it would be time prohibitive to schedule all meetings prior to the Council Meeting. Any two members may request to schedule a meeting for any committee. It was also noted that all Standing Committee Meetings must be noticed to the public prior to being convened. Meetings will be scheduled individually to appoint new chairpersons and discuss any current issues.

Councilperson Susanne Galbraith sits on the Solid Waste Board and stressed the importance of recycling and disposing of waste properly.

### **MAYOR COMMENTS**

1. A citizen expressed concern to the Mayor on the shoveling of snow from sidewalks and the condition of sidewalks in general. City Ordinance does force the maintenance of sidewalks. Something that should be considered is either striking maintenance from the ordinance or enforcing.
2. Chief Colombik had received a complaint that 15 minute parking zones around City Hall were being used longer than the allotted time.
3. Public Works – Southgate detention ponds were being emptied of debris. Need meeting with Public Safety Committee regarding removal of the old cabins and old boxcar formerly used for the ice skating warming house are becoming a liability. Scott Gray suggested requesting sealed bids for the cabins still standing. There has been interest expressed by members of the community regarding obtaining the old cabins because of some historical significance to the City, however; Range Riders Museum was not interested in obtaining them.
4. The elevator retrofit kit will be ordered by the elevator repair company, but there will be a delay of 1 to 2 weeks while waiting for the kit to arrive.
5. The Oasis docks are in need of some repair on the treks. Zane Solomon will be contacted regarding remove and replace the treks using galvanized hardware.
6. Fire Department has been receiving on an average 4 alarms per day.

7. A grant is submitted on the 15<sup>th</sup> for replacement of some fire equipment. Working on a grant to partner with the county volunteer ambulance service to purchase an ambulance.
8. Asked members of the Council to consider sitting on the judging committee to elect a slogan for the TIF District. Reminded the council that this is only a slogan for the downtown business district.
9. Matching grants of \$2,000 are being giving for the renovation of facades on Main Street Buildings.
10. Library new lights on 2<sup>nd</sup> floor.
11. Fire Hydrant replaced behind Super 8.
12. MDOT – 7<sup>th</sup> Street project upcoming next 5 to 7 years looking to piggy back some City projects on the project.

### **STANDING COMMITTEE RECOMMENDATIONS**

None

### **BID OPENINGS**

None

### **BID AWARDS**

None

### **PUBLIC HEARINGS**

None

### **UNFINISHED BUSINESS**

None

### **NEW BUSINESS**

- A. **ORDINANCE NO. 1301: *(First Reading)* An Ordinance Enacting Section 2-233 of the Code of Ordinances of the City of Miles City Requiring that Certain Contributions be Made to the General Fund Capital Improvement Fund From General Fund Cash Carryover**

*\*\*Councilperson Galbraith moved to approve the Ordinance, seconded by Councilperson Andrews and on roll call passed 8-0.*

- B. **ORDINANCE NO. 1302: *(First Reading)* An Ordinance Amending Section 2-106(7) of the Code of Ordinances of the City of Miles City, Montana, With Regards to the Mayor's Veto of Resolutions and Ordinances**



*\*\*Councilperson Gardner moved to approve the Ordinance, seconded by Councilperson Uden.*

Upon discussion the Ordinance will be amended. The Mayor shall have in writing 48 hours prior to the next council meeting in writing reasoning for the veto.

*\*\*Councilperson Galbraith moved to amend the motion as discussed, seconded by Councilperson Uden and on roll call passed by 5-3.*

*\*\*Councilperson Gardner's original motion on roll call vote passed 8-0.*

**C. RESOLUTION NO. 3879: A Resolution Adopting Findings of Fact and Approving the Amended Plat For the purpose of Boundary Line Relocation of Tracts C,D&E of the Lothspeich Minor Subdivision Within the City of Miles City**

City Attorney Dan Rice noted the resolution as stated on the agenda was incorrect and should read "Tracts C & D", however; the Resolution attached to the agenda was correct.

*\*\*Councilperson Erlenbush moved to approve the Resolution, seconded by Councilperson Wilcox and on roll call passed 8-0.*

**D. RESOLUTION NO. 3882: A Resolution Authorizing Certain Officers of the City of Miles City as Signatories Upon Bank Accounts of the City of Miles City at Stockman Bank**

*\*\*Councilperson Uden moved to approve the Ordinance, seconded by Councilperson Sloan and on roll call passed 8-0.*

**E. RESOLUTION NO. 3883 : A Resolution Approving a Montana Department of Commerce Community Development Block Grant Contract to Provide Funding for Preparation of an Active Transportation Plan**

*\*\*Councilperson Galbraith moved to approve the Resolution, seconded by Councilperson Gardner and on roll call passed 8-0.*

## **ADJOURNMENT**

**\*\*** *Councilperson Galbraith moved to adjourn the meeting, seconded by Councilperson Wilcox, and passed unanimously.*

The meeting was adjourned at 8:06 p.m.

**John Hollowell, Mayor**

**Linda Wilkins, Deputy City Clerk**

## Finance Committee Meeting

January 21, 2016

The Finance Committee met Thursday, January 21, 2016 at 6:00 p.m. in the City Hall Chambers Room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rachel Sloan, Dwayne Andrews and Kathy Wilcox.

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

Committee Chairperson Galbraith called the meeting to order.

### 1. Election of Chairperson:

*\*\* Committee Member Andrews moved to appoint Susanne Galbraith as Chairperson. The motion was seconded by Committee Member Wilcox. The motion passed 4-0*

### 2. Request of Citizens:

Jerry Singleton, Representative for Cowtown Ag said he had a proposed plan to an alternate truck route for Seventh Street.

Director Gray asked him to meet with Dawn Colton and himself sometime next week at City Hall to discuss the proposal.

### 3. Review and Recommendation on Ordinance No. 1301: An Ordinance enacting Section 2-233 of the Code of Ordinances of the City of Miles City Requiring that Certain Contributions be Made to the General Fund Capital Improvement Fund From General Fund Cash Carryover

*\*\* Committee Member Andrews moved to recommend to Council the approval of Ordinance No. 1301, seconded by Committee Member Sloan.*

Chairperson Galbraith explained the money that would be transferred is cash carryover in the General Fund. The Ordinance has a cap of \$250,000, and it may be painful some years, but felt it needed to be done.

*\*\* The motion passed 4-0*

### 4. Review of quotes and approval of purchase of Mini Excavator

Director Gray explained that over the last couple of years the City has had sewer collapses in alleys and installed catch basin for ADA corners, where the big excavator is too big for the repair. The City has rented a smaller excavator many times to complete

the work. The expense is in the budget and is asking approval from the Finance Committee. The budgeted expense of the excavator is \$90,000 and would be split between District 204 and 205, Water and Sewer. Three quotes were received for a used mini excavator. The bid from John Deere was no longer available. One quote from Cat is a 2013 used unit for \$42,275 with no warranty. He found that most used units are put into rental fleets. The other quote was for a 2016 new unit for \$48,275 with a one year warranty and has a front swivel blade. He felt for the extra \$6,000 it would be beneficial to buy the new mini excavator.

\*\* *Chairperson Galbraith moved to approve the purchase of a mini excavator up to \$49,000. The motion was seconded by Committee Member Andrews. The motion passed 4-0*

5. Review of quotes and approval of retrofit to the elevator at City Hall

Director Gray called several elevator repair businesses for bid and found that most were out of business. Two bids were received for the elevator retrofit; a full retrofit from Big Sky Elevator for \$32,550 and a partial retrofit from Otis for an amount of \$9,031.74. With the bid from Otis, the City would have to agree to a labor contract for five years, paid annually for an amount of \$777.60. After five years the contract would be automatically renewed unless notified by the City at least 90 days, but no more than 120 days prior to the end of the current five year term. Director Gray was concerned because Otis did not work on Concord elevators and if the City wanted to cancel the agreement, it may get lost in the system.

Director Gray recommended to approve the additional \$2,550 on the Big Sky Elevator bid. He added that the retrofit is budgeted for \$30,000.

\*\* *Committee Member Wilcox moved to approve the proposal from Big Sky Elevator Service for the amount of \$32,550. The motion was seconded by Committee Member Sloan. The motion passed 4-0*

6. Review and Recommendation on Singleton Truck Wash Lease

Issue was postponed until a meeting between Mr. Boughton and Mr. Singleton happens.

7. **Adjournment**

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

The meeting was adjourned at 6:52 p.m.

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Susanne Galbraith, Chairperson

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Lorrie Pearce Recorder/City Clerk

**Public Services Committee Meeting  
February 1, 2016**

The Public Services Committee met Monday, February 1, 2015, at 5:00 pm in the City Hall Conference Room. Present were Committee Members John Uden, Kathy Wilcox, Brant Kassner, and Ken Gardner. Also present was Committee Recorder/Deputy City Clerk Linda Wilkins.

**1. Election of Chairperson**

*\*\* Committee Member Gardner moved to appoint Dwayne Andrews as Chairperson. The motion was seconded by Committee Member Uden. The motion passed 3-1 with Committee Member Andrews voting no.*

**2. Public Comment**

None

**3. Adjournment**

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

The meeting was adjourned at 5:02 p.m.

Respectfully Submitted:

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Dwayne Andrews, Chairperson

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Linda Wilkins, Recorder

## Public Safety Committee Meeting February 1, 2016

The Public Safety Committee met Monday, February 1, 2015, at 5:15 pm in the City Hall Conference Room. Present were Committee Members John Uden, Kathy Wilcox, Brant Kassner, and Ken Gardner. Also present were Public Works Director Scott Gray and Committee Recorder/Deputy City Clerk Linda Wilkins.

### 1. Election of Chairperson

*\*\* Committee Member Gardner moved to appoint John Uden as Chairperson. The motion was seconded by Committee Member Wilcox. The motion passed 4-0*

### 2. Public Comment

None

### 3. Review and recommendation of putting up for bid three cabins and a railroad boxcar

Director Gray explained the three cabins and old railroad boxcar used for an ice skating rink warming house are in need of removal in the area of the Denton Field Complex. These structures have fallen into disrepair and have become a public safety hazard. The cabins were used for an Elks convention held in the 1930's and individuals in the community have expressed interest in obtaining these structures for use in private projects. Director Gray suggested that the three cabins and the railroad car be sold by means of Public Bid process. The three cabins could be sold together and the railroad boxcar separately.

*\*\* Committee Member Gardner moved to put the three cabins together and the one railroad boxcar for sale through public bid. The motion was seconded by Committee Member Wilcox and passed unanimously, 4-0.*

### 4. Adjournment

*\*\* Committee Member Wilcox moved to adjourn the meeting, seconded by Committee Member Gardner and passed unanimously, 4-0.*

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

Respectfully Submitted:

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John Uden, Chairperson

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Linda Wilkins, Recorder

# Public Hearing

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*Unfinished Business*

ORDINANCE NO. 1301

AN ORDINANCE ENACTING SECTION 2-233 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY REQUIRING THAT CERTAIN CONTRIBUTIONS BE MADE TO THE GENERAL FUND CAPITAL IMPROVEMENT FUND FROM GENERAL FUND CASH CARRYOVER.

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

**Section 1.** The following section is hereby enacted within the Code of Ordinances of the City of Miles City:

**Section 2-233. Contribution to general fund capital improvement fund.**

At the end of each fiscal year, if the balance in the general fund capital improvement fund is less than \$250,000, the City Council shall transfer funds from general fund cash carryover for the fiscal year to said capital improvement fund, as called for in this provision. The amount which is required to be transferred shall be equal to the amount needed to increase the balance of the general fund capital improvement fund to \$250,000; however said required annual transfer amount shall be the lesser of \$100,000, or 50% of the available general fund cash carryover balance. Nothing in this provision shall prohibit the City Council from making contributions to said general fund capital improvement fund in an amount which exceeds \$100,000 per year, or in an amount which increases the fund balance beyond \$250,000.

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

Said Ordinance read and put on its passage this 26<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
JOHN HOLLOWELL, Mayor

ATTEST:

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

FINALLY PASSED AND ADOPTED this 9<sup>th</sup> day of February, 2016.

\_\_\_\_\_  
JOHN HOLLOWELL, Mayor

ATTEST:

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



ORDINANCE NO. 1302

AN ORDINANCE AMENDING SECTION 2-106(7) OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, MONTANA, WITH REGARDS TO THE MAYOR'S VETO OF RESOLUTIONS AND ORDINANCES.

WHEREAS, the City Council of the City of Miles City has determined that it is necessary and appropriate to amend Section 2-106(7) of the Code of Ordinances of the City of Miles City so as to require a written veto by the Mayor to be presented to all members of the City Council, and to explain the reasoning behind such veto in writing.

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

**Section 1.** Section 2-106(7) shall be amended to read as follows:

**“Sec. 2-106. - Powers and duties generally.**

...

(7) Veto procedure.

a. Veto of ordinances. The veto power of the mayor as to ordinances must be exercised in writing, shall include the mayor's reason for exercising the veto, and shall be delivered or otherwise made available to the entire city council not less than 48 hours prior to the next regularly scheduled meeting of the council. If the mayor vetoes an ordinance, the governing body must act at the same meeting or its next regularly scheduled meeting to either override or confirm the veto. Whenever the veto is overridden or the mayor fails to act, the ordinance shall take effect.

b. Veto of resolutions. The veto power of the mayor as to resolutions must be exercised in writing, shall include the mayor's reason for exercising the veto, and shall be delivered or otherwise made available to the entire city council not less than 48 hours prior to the next regularly scheduled meeting of the council. If the mayor fails to act, the resolution is approved. If the mayor vetoes a resolution, the governing body must act at the same meeting or its next regularly scheduled meeting to either override or confirm the veto. Whenever the veto is overridden or the mayor fails to act, the resolution shall take effect.

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

Said Ordinance read and put on its passage this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

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

**FINALLY PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

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

# New Business



ORDINANCE NO. 1303

**AN ORDINANCE AMENDING SECTION 2-59 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, MONTANA, TO INCLUDE THE PREPARATION OF COUNCIL MEETING AGENDAS AS A POWER AND RESPONSIBILITY OF THE CITY COUNCIL PRESIDENT.**

**WHEREAS**, the City Council of the City of Miles City has determined that it is necessary and appropriate to amend Section 2-59 of the Code of Ordinances of the City of Miles City so as to include the preparation of the City Council Agenda as a power and responsibility of the City Council President.

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

**Section 1.** That Sec. 2-59 President, under Article II. City Council, be amended to read as follows:

Sec. 2-59. – President.

- (a) **Appointment and Powers.** At the first meeting in January of each year, following the administration of the oath of office to any newly elected members of the council, the council shall elect one of its members as president of the council, who in the absence of the mayor is the presiding officer and may perform the duties of mayor. In the absence of the president, the council may appoint one of its members to act in his place.
  
- (b) **City Council Agenda.** The City Clerk is administratively responsible for the preparation of the City Council Agenda. The President shall confer with the City Clerk, and shall review and approve all items which will be placed on the City Council Agenda on no later than close of business on the Thursday prior to any regularly scheduled council meeting, or four (4) days prior to special council meeting. The agenda shall not be deemed to be in final form until the President has reviewed and approved the same. The President shall allow items to be placed on the agenda by the Mayor, or by the request of any two (2) members of the council. In the absence of the President, the Mayor shall act in place of the President to approve the agenda in the manner set forth herein.

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

Said Ordinance read and put on its passage this 9<sup>th</sup> day of February, 2016.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

**FINALLY PASSED AND ADOPTED** this 23<sup>rd</sup> day of February, 2016.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

RESOLUTION NO. 3884

**A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2015-2016 TO INCREASE THE BUDGETED AMOUNT IN FUND # 1000-201-431200-350 FOR PROFESSIONAL SERVICES RELATED TO THE MILES CITY FLOOD CONTROL PROJECT.**

*WHEREAS*, the City of Miles City wishes to amend the budget for Fiscal Year 2015-2016 to provide increased funding for professional services in the amount of \$15,000, for services related to the Miles City flood control project, 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 # 1000-201-431200-350,

*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 2015-2016 shall be increased in the following amount:

Fund No. 1000-201-431200-350 in the sum of \$15,000.00.

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2015-2016 on the 23<sup>rd</sup> day of February, 2016, 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 9<sup>th</sup> DAY OF February, 2016.

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JOHN HOLLOWELL, Mayor

ATTEST:

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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 23<sup>rd</sup> DAY OF February, 2016.

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JOHN HOLLOWELL, Mayor

ATTEST:

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Lorrie Pearce, City Clerk



**RESOLUTION NO. 3886**

**A RESOLUTION APPROVING A PARK USE PERMIT BETWEEN THE CITY OF MILES CITY, MONTANA, AND MILES CITY YOUTH BASEBALL ASSOCIATION FOR USE OF CONNER'S, JAYCEE, AND TEDESCO FIELD(S).**

**WHEREAS**, the City of Miles City desires to allow \_Miles City Youth Baseball Association the use of certain park property owned by the City;

**AND WHEREAS**, the terms and conditions of the use of said park property, namely Conner's, Jaycee, and Tedesco Field(s), have been reduced to writing, in the form of a Park Use Permit.

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

1. The Park Use Permit between the City of Miles City and, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said permit on behalf of the City of Miles City and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 9<sup>TH</sup> DAY OF FEB RUARY, 2016.**

\_\_\_\_\_  
JOHN HOLLOWELL, Mayor

ATTEST:

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

Exhibit A  
**PARK USE PERMIT**

**THIS AGREEMENT**, made and entered into this *1st* day of *March*, 2016, by and between **CITY OF MILES CITY, MONTANA**, a municipal corporation, of 17 South Eighth Street, Miles City, Montana, 59301, hereinafter called "*City*", and the

**MILES CITY YOUTH BASEBALL ASSOCIATION**, a *Montana Nonprofit Corporation of Miles City, Montana, 59301*, hereinafter called "*Permittee*".

1. **DESCRIPTION of PERMITTED PREMISES.** The City hereby grants to the Permittee permission to occupy and use for the purposes stated herein, that certain real property (hereinafter "*permitted premises*") located in Miles City, Custer County, Montana, as set forth in Exhibit "A", attached hereto and made a part hereof.

2. **PERMIT TERM.** The term of this permit shall be for a five year period commencing March 2016 and terminating August 2021. This permit shall be renewable for one additional five year period at the mutual consent of both parties to the permit.

The annual permit term shall be for a period of *six (6)* months. The permit term shall commence at one minute after midnight on the *first day of March* and shall terminate at midnight on the *last day of August*. Use schedules shall be reviewed and approved annually by the City prior to the commencement of the playing season.

3. **PERMIT FEE.** The Permittee agrees to pay the City as a fee for this permit those amounts set forth in Exhibit "B", attached hereto and made a part hereof, on or before those dates set forth in said Exhibit "B". All fees shall be paid in the name of the City of Miles City and shall be remitted through the City Clerk of the City of Miles City, Montana. In addition to the cash fees provided herein, Permittee, as additional consideration for this permit, shall perform those obligations set forth in Exhibit "B" as "Other Consideration" on or before the due dates provided in said Exhibit for their performance.

4. **USE OF PREMISES BY PERMITTEE.** Permittee shall use the premises permitted hereunder for the purposes set forth in Exhibit "C", attached hereto and made a part hereof, and shall not change the use thereof without the prior written consent of the City.

5. **RETAINED USES OF CITY.** City (or such other parties that the City permits) is allowed, without diminution of fees, to use and occupy the premises for other events, activities, functions, or uses during the term of this Permit that do not unduly conflict or interfere with the Permittee's reasonable use of the premises as set forth in Exhibit "C". City, or its permittees, shall notify the Permittee of such events or uses in advance, provided, however, as to any uses listed on Exhibit "C" as "*Specific Reserved Uses of City or its Permittee*", such uses are hereby reserved to the City without any further notice to Permittee. Attached hereto as Exhibit "D", is Permittee's list of its scheduled events for the term of this Permit. Dates for which no events are scheduled on Exhibit "D" shall be presumed as available for other uses by the City, or its

permittees.

City retains the right of access to the permitted premises at all times for any purpose, including, but not limited to, inspection as to Permittee's compliance with the terms of this permit, construction, repair, alteration, remodel, or removal of improvements, and such maintenance of existing improvements as the City may desire.

6. **POSSESSION.** The Permittee shall be entitled to possession of the permitted premises at the commencement of the term of this Permit, subject to the retained uses of the City and its permittees, and Permittee shall immediately surrender possession upon termination of the term of this Permit, or upon earlier termination as otherwise provided for in this Permit.

7. **CONSTRUCTION OF IMPROVEMENTS.** Permittee shall not construct any improvements upon the permitted premises, nor alter, remodel, or remove any existing improvements upon the permitted premises without the express written consent of the City.

In the event that the Permittee desires to construct, alter, remodel or remove any improvement, Permittee shall submit to the City either written plans showing the proposed construction, alteration, or remodel or a written description of the construction, alteration or remodel, and shall secure the written approval of the plans or basic written description by the City prior to the beginning of construction, alteration, remodel or removal.

In the event that the City approves such construction, alteration, remodel, or removal, in writing, Permittee shall not make any contract for construction, alteration, remodel, repair, or removal on, in, of or to the permitted premises, or any part thereof, for any work to be done or materials to be furnished on or to the permitted premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against the permitted premises or the buildings or other improvements at any time located thereon. All persons furnishing any work, labor or materials, as well as all other persons whatsoever shall be bound by this provision and the notice therefrom and after the date of this Permit, and notice is hereby given that no mechanic's lien, materialman's lien, or any other encumbrance made by or obtained against Permittee or its interest in the permitted premises or the building or improvements thereon shall in any manner or degree effect the title or interest of the City in such land and building and improvements thereon. To that end, Permittee agrees that it will not make any contract or agreement, either oral or written, for any labor, services, fixtures, materials or supplies in connection with construction, demolition, altering, repairing or improving the permitted premises without providing in such contract or agreement that the contractor shall waive all rights to a construction lien, and waive all right of any subcontractor's construction liens, by reason of furnishing any labor, services and materials under such contract or contracts whether written or oral, and that a copy of such contract or contracts, shall, upon execution, be immediately furnished to the City.

All alterations, additions and improvements made by Permittee pursuant to this section shall belong to the City and shall remain with the permitted premises upon termination of this Permit, whether by expiration or default. Provided, however, that, so long as Permittee is not in

default under the terms of this Permit, Permittee shall be permitted to remove business and trade fixtures upon termination of the Permit if such removal can be made without damage to the permitted premises. Such removal shall be made within fourteen (14) days of expiration of this Permit or the vacating of the permitted premises by Permittee, whichever occurs first. Items not removed within such fourteen (14) day period shall become the property of the City at the expiration of such period without any offset or other compensation to Permittee. At the option of the City, the City may remove such property and store it at the risk and expense of the Permittee and sell such property for such removal and storage charges.

8. **TAXES.** Permittee shall pay all taxes and assessments, if any, upon any personal property of Permittee kept or utilized upon the permitted premises and shall pay any sales, use, or ad valorem tax, or similar tax or assessment, imposed upon any activities of Permittee conducted upon the permitted premises.

9. **UTILITIES.** Permittee, during the term of this permit, shall pay those utilities set forth in Exhibit "E", attached hereto and made a part hereof. City shall not be obligated to provide or pay for any utilities to or upon the permitted premises, such provision and payment being in the sole discretion of the City.

10. **REPAIRS AND MAINTENANCE.** Permittee shall perform, at its expense, during the term of this Permit, those maintenance and repair obligations set forth in Exhibit "F", attached hereto and made a part hereof. In addition to the items set forth in Exhibit "F", Permittee shall perform at its expense, or shall reimburse City for City's materials and labor, for any repairs necessitated by the negligent or intentional acts of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

City may undertake, in its sole discretion, such repairs or maintenance of the permitted premises that are not the obligation of the Permittee hereunder, but the City is under no obligation or duty to conduct any repairs or maintenance of the permitted premises.

11. **NUISANCE.** Permittee shall not conduct any activities upon the permitted premises that are prescribed by the laws of the United States, the State of Montana or local ordinance or the rules of any regulatory agencies of either the United States, State of Montana or City of Miles City. Permittee will not conduct any activities upon the permitted premises that would constitute either a private or public nuisance or waste or which interfere with the quiet and peaceful enjoyment of the adjoining property of the City.

12. **HAZARDOUS MATERIALS.** Permittee will not apply, use, store or dispose of any substance in, upon or beneath the permitted premises that would constitute an environmental hazard and would impose a cleanup obligation upon the owners of the permitted premises under any local, state or federal laws or regulations.

13. **INSURANCE.** Permittee, at Permittee's expense, shall, at all times during the term of this Permit, maintain in effect a policy of public liability insurance with policy limits of at least those set forth in Exhibit "F" attached hereto and made a part hereof. The City shall be

named as an additional named insured on each such policy of insurance. Such policy of insurance shall be maintained with an insurance company licensed to do business in the State of Montana with an A.M. Best rating of at least "A". Permittee shall provide to the City at the commencement of the permit term satisfactory evidence of the existence of such policy of insurance and shall, during the term of this permit, upon reasonable request of the City, provide to the City evidence of the continued existence of such policy of insurance and the entire policy of insurance.

14. **INDEMNIFICATION.** Permittee agrees to indemnify, defend and hold harmless the City from any and all loss, damages, claims and/or liability occasioned by, arising out of, or resulting from any tortious or negligent act of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

15. **ASSIGNMENT.** This permit is personal as to the Permittee and may not be assigned or subpermitted by Permittee without the prior written consent of the City.

16. **VIOLATION OF PERMIT.** Upon failure of Permittee to carry out any material provision of this permit, the City shall serve written notice upon the Permittee specifying the violation. The Permittee shall have ten (10) days to correct the violation and, if the violation is not corrected as charged, the City may, at its option, either correct the violation and collect the cost from the Permittee, or cancel this permit and collect damages caused by the violation from the Permittee. In the event that the City elects to cancel this permit, Permittee agrees to immediately redeliver possession of the permitted premises to the City.

17. **NOTICES.** Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Notice shall be deemed complete when deposited in a United States Post Office addressed to the City at the following address:

City of Miles City  
Public Works Director  
P.O. Box 910  
Miles City, Montana 59301

and to the Permittee at the following address:

Miles City Youth Baseball Association  
c/o Rob Dinardi  
Miles City, Montana 59301

If either party changes their address then they shall give written notice to the other party of the change of address. Any notice given under this contract shall be deemed complete when deposited in a United States post office.

18. **INSPECTION; DISCLAIMER OF WARRANTIES.** Permittee has inspected the permitted premises and has made its independent investigation and evaluation of the suitability

of the permitted premises for the uses by Permittee permitted hereunder and is not relying upon any warranties, representations, promises, or information by or from the City in this regard. The City does not warrant, represent, inform or promise that the premises permitted hereunder are suitable for the uses for which permission is granted under this permit or for any other uses of Permittee.

19. **COMPLIANCE WITH A.D.A.** Permittee agrees, at all times during the term of this permit, to comply with the provisions of the Americans with Disabilities Act as they may apply to Permittee.

20. **NONDISCRIMINATION.** Permittee agrees, at all times during the term of this permit, not to discriminate any person in its permitted uses hereunder, or its utilization of the permitted premises, on the basis of race, creed, color, religion, national origin, sex, marital status, mental or physical handicap, except as permitted by law or applicable regulation.

21. **SPECIAL PERMIT PROVISIONS.** Permittee shall at all times comply with the additional provisions contained in Exhibit "H", attached hereto and made a part hereof.

22. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, agreements and memoranda. This Agreement may be modified only by written instrument executed by all parties to the Agreement.

23. **BINDING EFFECT.** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto. Nothing herein shall be construed as waiving or otherwise modifying the prohibition against assignment or subpermitting contained herein.

24. **BINDING AUTHORITY.** Permittee hereby represents and warrants that the person executing this Agreement on behalf of Permittee has full authority to bind the Permittee to the terms and conditions of this permit and does so bind Permittee, and that all organizational actions necessary have been undertaken by Permittee to authorize such person to bind Permittee.

*IN WITNESS WHEREOF*, the parties have executed this Agreement on the date first above set forth.

CITY OF MILES CITY

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

Miles City Youth Baseball Association:

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

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

**EXHIBIT "A"**  
**DESCRIPTION OF PERMITTED PREMISES**

Connors Field (primary use field)  
Jaycee Field (primary use field)  
Tedesco (back up use field)

**EXHIBIT "B"**  
**PERMIT FEES**

**Cash Fees:**

The sum of 0.00 Dollars 0.00 payable, in advance, upon the execution of this permit.

**Other Consideration:**

None

**EXHIBIT "C"**  
**PERMITTED USES OF PERMITTED PREMISES**

During the term of the permit, Permittee shall use the permitted premises for the following uses: *Baseball practice, games, and baseball related fund raisers. All uses must be supervised by the league coaching staff.*

**Specific Reserved Uses of City or its Permittees:**

The City reserves the rights for maintenance activities associated with normal care of the facility. The 3<sup>rd</sup> week of June (bi-annually) Connors Field shall be reserved for the Badland Bowl and the Jace Henderson Memorial Tournament. If the Jace Henderson Memorial Tournament is delayed, due to inclement weather past Sunday, all makeup games will be moved to Tedesco Field. The 4<sup>th</sup> week of June shall be reserved for the Harry Griffith Tournament. All tournament schedules shall be submitted to the Public Works Director by no later than the first of May each year. If the Outlaw Organization cannot host a tournament that year this would allow for MCYBA to schedule additional games during that time frame. In August, one weekend shall be reserved for the Malt Fest.

It will be the responsibility of MCYBA to ensure that the playing surface and facility of Connor's Field is in satisfactory condition for the Outlaw Organization and Badland's Committee for their scheduled events the 3<sup>rd</sup> week of June. It will also be the responsibility of the Outlaw Organization & Badland's Committee to ensure that the playing surface and facility of Connor's Field are returned to satisfactory condition after their scheduled events the 3<sup>rd</sup> week of June. There should be a reasonable amount of time, no later than 2:00 pm Monday, to allow for the cleanup and ground work required to return the facility back to MCYBA for the upcoming tournament the 4<sup>th</sup> week of June.

Concessions for the Badland's Bowl and Jace Henderson Memorial tournament will take place from either the concession stand located to the east of the football stands or from a mobile unit.

**EXHIBIT "D"**  
**SCHEDULE OF EVENTS**

The attached activity schedule or an approved annual schedule as described under Section 2 of this Park Permit is the Permittee's schedule of events during which it will utilize the permitted premises for the Permitted Uses. See attached activity schedule.

**(Note: Times and dates of unscheduled activities shall be approved by the parks foreman prior to the activity.)**

**EXHIBIT "E"**  
**UTILITIES**

During the term of this Permit, Permittee shall pay the following utilities upon the permitted premises: *Electricity. Water and sewer are the responsibility of the City.*

The Outlaw Organization will be responsible for the electrical utilities during the week that the Jace Henderson Memorial Tournament in Connor's Stadium is scheduled.

***(Note: All utilities that Permittee is required to pay under this Exhibit, shall be maintained in an account solely in the name of Permittee, unless otherwise designated herein or by separate written agreement of the City.)***

**EXHIBIT "F"**  
**REPAIR AND MAINTENANCE OBLIGATIONS OF PERMITTEE**

Replace field lights that are burned out. Clean up after improvement projects. Responsible for sprinkler heads damaged by permittee maintenance activities. Turface field material shall be used to maintain the infield playing surface, unless otherwise approved by the City through its Public Works Director. Daily maintenance, cleaning and supplies, of restrooms facilities. Use of ATV's to drag the infield is allowed. Any other use of ATV's on the field is strictly prohibited.

**Daily cleanup** of the dugouts, bleachers, concession stands, and other buildings will be required and the obligation of the permittee.



**EXHIBIT "G"**  
**INSURANCE LIMITS**

**INSURANCE LIMITS:**

Each occurrence	\$1,500,000
Fire damage	\$ 300,000
Medical	\$ 5,000
Personal & Adv Injury	\$1,000,000
Products - Comp/Op/Agg	\$1,000,000

*(See attached insurance cover sheet)*

**EXHIBIT "H"**  
**SPECIAL PERMIT PROVISIONS**

All excavation activities must include contact with **Call Before You Dig** prior to construction of any type.

Permitted uses specifically excludes non-turf motorized vehicles.



**RESOLUTION NO. 3887**

**A RESOLUTION APPROVING A PARK USE PERMIT BETWEEN THE CITY OF MILES CITY, MONTANA, AND OUTLAW BASEBALL CLUB FOR USE OF TEDESCO, JAYCEE, AND CONNER'S FIELD(S).**

**WHEREAS**, the City of Miles City desires to allow Outlaw Baseball Club the use of certain park property owned by the City;

**AND WHEREAS**, the terms and conditions of the use of said park property, namely Tedesco, Jaycee, and Conner's Field(s), have been reduced to writing, in the form of a Park Use Permit.

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

1. The Park Use Permit between the City of Miles City and Outlaw Baseball Club, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said permit on behalf of the City of Miles City and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 9<sup>TH</sup> DAY OF FEBRUARY, 2016.**

\_\_\_\_\_  
JOHN HOLLOWELL, Mayor

ATTEST:

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

Exhibit A  
**PARK USE PERMIT**

**THIS AGREEMENT**, made and entered into this *1st* day of *February*, 2016, by and between **CITY OF MILES CITY, MONTANA**, a municipal corporation, of 17 South Eighth Street, Miles City, Montana, 59301, hereinafter called "*City*", and the

**OUTLAW BASEBALL CLUB**, a *Montana Nonprofit Corporation of Miles City, Montana, 59301*, hereinafter called "*Permittee*".

1. **DESCRIPTION of PERMITTED PREMISES.** The City hereby grants to the Permittee permission to occupy and use for the purposes stated herein, that certain real property (hereinafter "*permitted premises*") located in Miles City, Custer County, Montana, as set forth in Exhibit "A", attached hereto and made a part hereof.

2. **PERMIT TERM.** The term of this permit shall be for a five year period commencing February 2016 and terminating October 2021. This permit shall be renewable for one additional five year period at the mutual consent of both parties to the permit.

The annual permit term shall be for a period of *nine (9)* months. The permit term shall commence at one minute after midnight on the *first day of February* and shall terminate at midnight on the *last day of October*. Use schedules shall be reviewed and approved annually by the City prior to the commencement of the playing season.

3. **PERMIT FEE.** The Permittee agrees to pay the City as a fee for this permit those amounts set forth in Exhibit "B", attached hereto and made a part hereof, on or before those dates set forth in said Exhibit "B". All fees shall be paid in the name of the City of Miles City and shall be remitted through the City Clerk of the City of Miles City, Montana. In addition to the cash fees provided herein, Permittee, as additional consideration for this permit, shall perform those obligations set forth in Exhibit "B" as "Other Consideration" on or before the due dates provided in said Exhibit for their performance.

4. **USE OF PREMISES BY PERMITTEE.** Permittee shall use the premises permitted hereunder for the purposes set forth in Exhibit "C", attached hereto and made a part hereof, and shall not change the use thereof without the prior written consent of the City.

5. **RETAINED USES OF CITY.** City (or such other parties that the City permits) is allowed, without diminution of fees, to use and occupy the premises for other events, activities, functions, or uses during the term of this Permit that do not unduly conflict or interfere with the Permittee's reasonable use of the premises as set forth in Exhibit "C". City, or its permittees, shall notify the Permittee of such events or uses in advance, provided, however, as to any uses listed on Exhibit "C" as "*Specific Reserved Uses of City or its Permittee*", such uses are hereby reserved to the City without any further notice to Permittee. Attached hereto as Exhibit "D", is Permittee's list of its scheduled events for the term of this Permit. Dates for which no events are scheduled on Exhibit "D" shall be presumed as available for other uses by the City, or its

permittees.

City retains the right of access to the permitted premises at all times for any purpose, including, but not limited to, inspection as to Permittee's compliance with the terms of this permit, construction, repair, alteration, remodel, or removal of improvements, and such maintenance of existing improvements as the City may desire.

6. **POSSESSION.** The Permittee shall be entitled to possession of the permitted premises at the commencement of the term of this Permit, subject to the retained uses of the City and its permittees, and Permittee shall immediately surrender possession upon termination of the term of this Permit, or upon earlier termination as otherwise provided for in this Permit.

7. **CONSTRUCTION OF IMPROVEMENTS.** Permittee shall not construct any improvements upon the permitted premises, nor alter, remodel, or remove any existing improvements upon the permitted premises without the express written consent of the City.

In the event that the Permittee desires to construct, alter, remodel or remove any improvement, Permittee shall submit to the City either written plans showing the proposed construction, alteration, or remodel or a written description of the construction, alteration or remodel, and shall secure the written approval of the plans or basic written description by the City prior to the beginning of construction, alteration, remodel or removal.

In the event that the City approves such construction, alteration, remodel, or removal, in writing, Permittee shall not make any contract for construction, alteration, remodel, repair, or removal on, in, of or to the permitted premises, or any part thereof, for any work to be done or materials to be furnished on or to the permitted premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against the permitted premises or the buildings or other improvements at any time located thereon. All persons furnishing any work, labor or materials, as well as all other persons whatsoever shall be bound by this provision and the notice therefrom and after the date of this Permit, and notice is hereby given that no mechanic's lien, materialman's lien, or any other encumbrance made by or obtained against Permittee or its interest in the permitted premises or the building or improvements thereon shall in any manner or degree effect the title or interest of the City in such land and building and improvements thereon. To that end, Permittee agrees that it will not make any contract or agreement, either oral or written, for any labor, services, fixtures, materials or supplies in connection with construction, demolition, altering, repairing or improving the permitted premises without providing in such contract or agreement that the contractor shall waive all rights to a construction lien, and waive all right of any subcontractor's construction liens, by reason of furnishing any labor, services and materials under such contract or contracts whether written or oral, and that a copy of such contract or contracts, shall, upon execution, be immediately furnished to the City.

All alterations, additions and improvements made by Permittee pursuant to this section shall belong to the City and shall remain with the permitted premises upon termination of this Permit, whether by expiration or default. Provided, however, that, so long as Permittee is not in

default under the terms of this Permit, Permittee shall be permitted to remove business and trade fixtures upon termination of the Permit if such removal can be made without damage to the permitted premises. Such removal shall be made within fourteen (14) days of expiration of this Permit or the vacating of the permitted premises by Permittee, whichever occurs first. Items not removed within such fourteen (14) day period shall become the property of the City at the expiration of such period without any offset or other compensation to Permittee. At the option of the City, the City may remove such property and store it at the risk and expense of the Permittee and sell such property for such removal and storage charges.

8. **TAXES.** Permittee shall pay all taxes and assessments, if any, upon any personal property of Permittee kept or utilized upon the permitted premises and shall pay any sales, use, or ad valorem tax, or similar tax or assessment, imposed upon any activities of Permittee conducted upon the permitted premises.

9. **UTILITIES.** Permittee, during the term of this permit, shall pay those utilities set forth in Exhibit "E", attached hereto and made a part hereof. City shall not be obligated to provide or pay for any utilities to or upon the permitted premises, such provision and payment being in the sole discretion of the City.

10. **REPAIRS AND MAINTENANCE.** Permittee shall perform, at its expense, during the term of this Permit, those maintenance and repair obligations set forth in Exhibit "F", attached hereto and made a part hereof. In addition to the items set forth in Exhibit "F", Permittee shall perform at its expense, or shall reimburse City for City's materials and labor, for any repairs necessitated by the negligent or intentional acts of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

City may undertake, in its sole discretion, such repairs or maintenance of the permitted premises that are not the obligation of the Permittee hereunder, but the City is under no obligation or duty to conduct any repairs or maintenance of the permitted premises.

11. **NUISANCE.** Permittee shall not conduct any activities upon the permitted premises that are prescribed by the laws of the United States, the State of Montana or local ordinance or the rules of any regulatory agencies of either the United States, State of Montana or City of Miles City. Permittee will not conduct any activities upon the permitted premises that would constitute either a private or public nuisance or waste or which interfere with the quiet and peaceful enjoyment of the adjoining property of the City.

12. **HAZARDOUS MATERIALS.** Permittee will not apply, use, store or dispose of any substance in, upon or beneath the permitted premises that would constitute an environmental hazard and would impose a cleanup obligation upon the owners of the permitted premises under any local, state or federal laws or regulations.

13. **INSURANCE.** Permittee, at Permittee's expense, shall, at all times during the term of this Permit, maintain in effect a policy of public liability insurance with policy limits of at least those set forth in Exhibit "F" attached hereto and made a part hereof. The City shall be

named as an additional named insured on each such policy of insurance. Such policy of insurance shall be maintained with an insurance company licensed to do business in the State of Montana with an A.M. Best rating of at least "A". Permittee shall provide to the City at the commencement of the permit term satisfactory evidence of the existence of such policy of insurance and shall, during the term of this permit, upon reasonable request of the City, provide to the City evidence of the continued existence of such policy of insurance and the entire policy of insurance.

14. **INDEMNIFICATION.** Permittee agrees to indemnify, defend and hold harmless the City from any and all loss, damages, claims and/or liability occasioned by, arising out of, or resulting from any tortious or negligent act of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

15. **ASSIGNMENT.** This permit is personal as to the Permittee and may not be assigned or subpermitted by Permittee without the prior written consent of the City.

16. **VIOLATION OF PERMIT.** Upon failure of Permittee to carry out any material provision of this permit, the City shall serve written notice upon the Permittee specifying the violation. The Permittee shall have ten (10) days to correct the violation and, if the violation is not corrected as charged, the City may, at its option, either correct the violation and collect the cost from the Permittee, or cancel this permit and collect damages caused by the violation from the Permittee. In the event that the City elects to cancel this permit, Permittee agrees to immediately redeliver possession of the permitted premises to the City.

17. **NOTICES.** Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Notice shall be deemed complete when deposited in a United States Post Office addressed to the City at the following address:

City of Miles City  
Public Works Director  
P.O. Box 910  
Miles City, Montana 59301

and to the Permittee at the following address:

Outlaw Baseball Club  
PO Box 1637  
Miles City, Montana 59301

If either party changes their address then they shall give written notice to the other party of the change of address. Any notice given under this contract shall be deemed complete when deposited in a United States post office.

18. **INSPECTION; DISCLAIMER OF WARRANTIES.** Permittee has inspected the permitted premises and has made its independent investigation and evaluation of the suitability

of the permitted premises for the uses by Permittee permitted hereunder and is not relying upon any warranties, representations, promises, or information by or from the City in this regard. The City does not warrant, represent, inform or promise that the premises permitted hereunder are suitable for the uses for which permission is granted under this permit or for any other uses of Permittee.

19. **COMPLIANCE WITH A.D.A.** Permittee agrees, at all times during the term of this permit, to comply with the provisions of the Americans with Disabilities Act as they may apply to Permittee.

20. **NONDISCRIMINATION.** Permittee agrees, at all times during the term of this permit, not to discriminate any person in its permitted uses hereunder, or its utilization of the permitted premises, on the basis of race, creed, color, religion, national origin, sex, marital status, mental or physical handicap, except as permitted by law or applicable regulation.

21. **SPECIAL PERMIT PROVISIONS.** Permittee shall at all times comply with the additional provisions contained in Exhibit "H", attached hereto and made a part hereof.

22. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, agreements and memoranda. This Agreement may be modified only by written instrument executed by all parties to the Agreement.

23. **BINDING EFFECT.** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto. Nothing herein shall be construed as waiving or otherwise modifying the prohibition against assignment or subpermitting contained herein.

24. **BINDING AUTHORITY.** Permittee hereby represents and warrants that the person executing this Agreement on behalf of Permittee has full authority to bind the Permittee to the terms and conditions of this permit and does so bind Permittee, and that all organizational actions necessary have been undertaken by Permittee to authorize such person to bind Permittee.

*IN WITNESS WHEREOF*, the parties have executed this Agreement on the date first above set forth.

CITY OF MILES CITY

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

Outlaw Baseball Club:

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

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



**EXHIBIT "A"**  
**DESCRIPTION OF PERMITTED PREMISES**

Tedesco Field (primary use field)  
Jaycee Field (back up use field)  
Connors Field (back up use field)

**EXHIBIT "B"**  
**PERMIT FEES**

**Cash Fees:**

The sum of 0.00 Dollars 0.00 payable, in advance, upon the execution of this permit.

**Other Consideration:**

None

**EXHIBIT "C"**  
**PERMITTED USES OF PERMITTED PREMISES**

During the term of the permit, Permittee shall use the permitted premises for the following uses: *Baseball practice, games, and baseball related fund raisers. All uses must be supervised by the league coaching staff.*

**Specific Reserved Uses of City or its Permittees:**

The City reserves the rights for maintenance activities associated with normal care of the facility. The 3<sup>rd</sup> week of June (bi-annually) Connors Field shall be reserved for the Badland Bowl and the Jace Henderson Memorial Tournament. If the Jace Henderson Memorial Tournament is delayed, due to inclement weather past Sunday, all makeup games will be moved to Tedesco Field. The 4<sup>th</sup> week of June shall be reserved for the Harry Griffith Tournament. All tournament schedules shall be submitted to the Public Works Director no later than the first of May each year. If the Outlaw Organization cannot host a tournament that year this would allow for MCYBA to schedule additional games during that time frame. In August, one weekend shall be reserved for the Malt Fest.

It will be the responsibility of MCYBA to ensure that the playing surface and facility of Connor's Field is in satisfactory condition for the Outlaw Organization and Badland's Committee for their scheduled events the 3<sup>rd</sup> week of June. It will also be the responsibility of the Outlaw Organization & Badland's Committee to ensure that the playing surface and facility of Connor's Field are returned to satisfactory condition after their scheduled events the 3<sup>rd</sup> week of June. There should be a reasonable amount of time, no later than 2:00 pm Monday, to allow for the cleanup and ground work required to return the facility back to MCYBA for the upcoming tournament the 4<sup>th</sup> week of June.

Concessions for the Badland's Bowl and Jace Henderson Memorial tournament will take place from either the concession stand located to the east of the football stands or from a mobile unit.

**EXHIBIT "D"**  
**SCHEDULE OF EVENTS**

The attached activity schedule or an approved annual schedule as described under Section 2 of this Park Permit is the Permittee's schedule of events during which it will utilize the permitted premises for the Permitted Uses. See attached activity schedule.

**(Note: Times and dates of unscheduled activities shall be approved by the parks foreman prior to the activity.)**

**EXHIBIT "E"**  
**UTILITIES**

During the term of this Permit, Permittee shall pay the following utilities upon the permitted premises: *Electricity. Water and sewer are the responsibility of the City.*

The Outlaw Organization will be responsible for the electrical utilities during the week that the Jace Henderson Memorial Tournament in Connor's Stadium is scheduled.

***(Note: All utilities that Permittee is required to pay under this Exhibit, shall be maintained in an account solely in the name of Permittee, unless otherwise designated herein or by separate written agreement of the City.)***

**EXHIBIT "F"**  
**REPAIR AND MAINTENANCE OBLIGATIONS OF PERMITTEE**

Replace field lights that are burned out. Clean up after improvement projects. Responsible for sprinkler heads damaged by permittee maintenance activities. Turface field material shall be used to maintain the infield playing surface, unless otherwise approved by the City through its Public Works Director. Daily maintenance, cleaning and supplies, of restrooms facilities. Use of ATV's to drag the infield is allowed. Any other use of ATV's on the field is strictly prohibited.

**Daily cleanup** of the dugouts, bleachers, concession stands, and other buildings will be required and the obligation of the permittee.

**EXHIBIT "G"**  
**INSURANCE LIMITS**

**INSURANCE LIMITS:**

Each occurrence	\$1,500,000
Fire damage	\$ 300,000
Medical	\$ 5,000
Personal & Adv Injury	\$1,000,000
Products - Comp/Op/Agg	\$1,000,000

*(See attached insurance cover sheet)*

**EXHIBIT "H"**  
**SPECIAL PERMIT PROVISIONS**

All excavation activities must include contact with **Call Before You Dig** prior to construction of any type.

Permitted uses specifically excludes non-turf motorized vehicles.



# Claims



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CITY OF MILES CITY  
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Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
126665	76799S 394 BOSS INC	1,920.31							
1	68283 11/30/15 Fiance	227.47			1000 3 410500	210		101000	
2	73811 12/23/15	227.47			5210 25 430510	210		101000	
3	73922 12/28/15	227.47			5310 29 430610	210		101000	
4	70819 12/08/15 Jeff Nobels Office	14.67			1000 4 411100	210		101000	
5	47193 09/23/15	24.99			1000 4 411100	214		101000	
6	73920 12/28/15 Public Works	18.30			2394 18 420531	210		101000	
7	73920 12/28/15	18.30			1000 36 411020	210		101000	
8	73920 12/28/15	9.15			5210 23 430550	210		101000	
9	73920 12/28/15	4.58			5210 23 430550	230		101000	
10	73920 12/28/15	4.58			5310 31 430630	230		101000	
11	73920 12/28/15	18.30			1000 201 431200	210		101000	
12	73920 12/28/15	14.64			2510 107 430220	210		101000	
13	73920 12/28/15	3.66			2520 108 430220	210		101000	
14	71311 12/10/15 City Court	35.88			1000 6 410300	214		101000	
15	20258 11/23/15 Dispatch	320.85			1000 5 420160	220		101000	
16	20255 12/11/15 PD - Copier Contract	750.00			2850 105 420140	220		101000	
126685	76792S 373 MASTERCARD	22,941.95							
1	12/20/15 SUPPLIES	0.00			1000 1 410200	370		101000	
2	12/20/15 SUPPLIES	61.22*			1000 3 410500	220		101000	
3	12/20/15	49.00			1000 3 410500	311		101000	
5	12/20/15	53.30			1000 5 420140	210		101000	
6	12/20/15	739.23*			1000 5 420140	220		101000	
7	12/20/15	0.00			1000 5 420140	230		101000	
8	12/20/15	91.58			1000 5 420140	311		101000	
11	12/20/15	0.00			1000 5 420160	311		101000	
12	12/20/15	0.00			1000 5 420160	380		101000	
13	12/20/15	0.00			1000 7 420460	210		101000	
14	12/20/15	155.82			1000 7 420460	220		101000	
18	12/20/15	93.12			1000 7 420460	345		101000	
19	12/20/15	0.00*			1000 7 420460	364		101000	
20	12/20/15	0.00			1000 7 420460	382		101000	
22	12/20/15	0.00			1000 13 460433	214		101000	
23	12/20/15	0.00			1000 13 460433	210		101000	
24	12/21/15	62.12			1000 13 460433	222		101000	
25	12/20/15	0.00			1000 13 460433	230		101000	
30	12/01/15	0.00			1000 201 431200	210		101000	
33	12/20/15	0.00			2880 41 460100	380		101030	
34	12/01/15	0.00			2394 18 420531	210		101000	
35	12/20/15	0.00			2394 18 420531	214		101000	
36	12/01/15	0.00*			2394 18 420531	220		101000	
37	12/20/15	0.00			2510 107 430220	210		101000	
39	12/20/15	0.00			2510 107 430220	220		101000	
40	12/20/15	0.00			2510 107 430220	230		101000	
41	12/20/15	0.00			2510 107 430220	242		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
42	12/20/15		0.00			2510 107 430220	363	101000
43	12/01/15		0.00			2520 108 430220	210	101000
45	12/20/15		0.00			2520 108 430220	220	101000
46	12/01/15		0.00			2520 108 430220	230	101000
47	12/01/15		0.00			2520 108 430220	242	101000
48	12/01/15		0.00			2520 108 430220	363	101000
51	12/21/15	Open House and Soup Supper	0.00			2985 15 450330	220	101004
52	12/01/15		0.00			5210 22 430530	210	101000
53	12/01/15		0.00			5210 22 430530	214	101000
54	12/01/15		0.00			5210 22 430530	220	101000
55	12/01/15	Office Supplies	0.00			5210 23 430550	210	101000
57	12/21/15	Steadmans	0.00			5210 23 430550	220	101000
58	12/01/15		0.00			5210 23 430550	226	101000
59	12/20/15		0.00			5210 23 430550	230	101000
60	12/01/15		0.00			5210 23 430550	231	101000
61	12/20/15		0.00			5210 23 430550	235	102270
62	12/01/15		0.00			5210 23 430550	363	101000
63	12/01/15		0.00			5210 23 430550	533	101000
66	12/01/15		0.00			5210 80 430540	210	101000
67	12/01/15		0.00			5210 80 430540	214	101000
68	12/01/15		0.00			5210 80 430540	226	101000
69	12/20/15		0.00			5210 80 430540	230	101000
70	12/01/15		0.00			5210 80 430540	241	101000
73	12/01/15		0.00			5310 31 430630	210	101000
75	12/01/15		0.00			5310 31 430630	220	101000
76	12/20/15		0.00			5310 31 430630	226	101000
77	12/01/15		0.00			5310 31 430630	230	101000
80	12/01/15		0.00			5310 31 430630	363	101000
81	12/21/15		0.00			5310 31 430630	210	101000
82	12/20/15		0.00			5310 32 430690	220	101000
83	12/20/15		0.00			5310 32 430690	226	101000
84	12/20/15		0.00			5310 32 430690	230	101000
85	12/01/15		0.00			5310 33 430640	210	101000
86	12/01/15		0.00			5310 33 430640	220	101000
87	12/01/15		0.00			5310 33 430640	222	101000
88	12/01/15		0.00			5310 33 430640	226	101000
95	12/01/15	Phone, Computer	0.00*			5610 87 430300	220	101000
96	12/20/15	Auto Repair & Batteries	0.00*			5610 87 430300	230	101000
97	12/01/15		0.00*			5610 87 430300	330	101000
100	12/01/15		0.00			6040 910 430220	241	101000
101	12/01/15		0.00			1000 5 420140	214	101000
102	12/01/15		0.00			1000 5 420140	226	101000
103	12/01/15		0.00*			1000 5 420140	360	101000
104	12/01/15		0.00			1000 7 420460	360	101000
105	12/01/15		0.00			1000 201 431200	334	101000
106	12/01/15		118.44			2220 16 460100	382	101000
107	12/01/15		0.00			2394 18 420531	311	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
108	12/01/15		0.00			2985 15 450300	210	101000
109	12/01/15		0.00			5210 22 430530	226	101000
110	12/01/15		0.00			5210 22 430530	230	101000
111	12/01/15		0.00			5210 22 430530	241	101000
112	12/01/15		0.00			5210 22 430530	334	101000
113	12/01/15		0.00			5210 22 430530	363	101000
114	12/01/15		0.00			5210 22 430530	380	101000
115	12/01/15		0.00			5210 80 430540	311	101000
116	12/01/15		0.00			5210 80 430540	334	101000
117	12/01/15		0.00			5210 80 430540	370	101000
118	12/01/15		0.00			5210 80 430540	380	101000
119	12/01/15		0.00			5310 33 430640	230	101000
120	12/01/15		0.00			5310 33 430640	241	101000
121	12/01/15		0.00			5310 33 430640	311	101000
122	12/01/15		0.00			5310 33 430640	334	101000
123	12/01/15		0.00			5310 33 430640	352	101000
124	12/01/15		0.00			5310 33 430640	363	101000
125	12/01/15		0.00			5510 10 420730	210	101000
126	12/01/15		0.00			5510 10 420730	214	101000
127	12/01/15		0.00			5510 10 420730	220	101000
128	12/01/15		0.00			5510 10 420730	222	101000
129	12/01/15		0.00			5510 10 420730	345	101000
130	12/21/15		0.00			5510 10 420730	230	101000
131	12/01/15		0.00			5510 10 420730	364	101000
132	12/21/15		0.00			5610 87 430300	345	101000
133	12/21/15	Fuel for Trucks	0.00			5610 87 430300	231	101000
134	12/21/15	Stamps	0.00			2985 15 450330	311	101004
135	12/21/15		0.00			5210 23 430550	234	101000
136	12/21/15		0.00*			5210 23 430550	334	101000
137	12/21/15		0.00			1000 7 420460	214	101000
138	12/21/15		0.00			1000 7 420460	230	101000
139	12/21/15		0.00			1000 7 420460	241	101000
140	12/21/15		0.00			1000 7 420460	311	101000
141	12/21/15		0.00*			5210 23 430550	334	101000
142			352.45			1000 5 420140	214	101000
143			37.43			1000 5 420140	226	101000
144			449.22			1000 5 420140	230	101000
145			27.64*			1000 5 420140	320	101000
146			1,330.04			1000 5 420140	366	101000
147			497.23			1000 5 420140	370	101000
148			9.94			1000 5 420140	791	101000
149			71.51			1000 7 420460	210	101000
150			61.11			1000 7 420460	231	101000
151			44.91			1000 7 420460	241	101000
152			4.77			1000 7 420460	311	101000
153			23.02*			1000 7 420460	400	101000
154			48.87			1000 13 460433	231	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
155			144.00			1000 36 411020	330	101000
156			198.48			1000 36 411020	350	101000
157			10.01			1000 201 431200	210	101000
158			7.35			2510 107 430220	210	101000
159			118.26			2510 107 430220	220	101000
160			319.15			2510 107 430220	230	101000
161			192.57			2510 107 430220	242	101000
162			1,266.06			2510 107 430220	363	101000
163			1.84			2520 108 430220	210	101000
164			29.57			2520 108 430220	220	101000
165			79.79			2520 108 430220	230	101000
166			48.14			2520 108 430220	242	101000
167			316.51			2520 108 430220	363	101000
168			376.92			2985 15 450330	220	101004
169			49.00			2985 15 450330	311	101004
170			89.99			5210 22 430530	214	101000
171			12.50			5210 22 430530	220	101000
172			196.74			5210 22 430530	230	101000
173			37.50			5210 22 430530	334	101000
174			4.60			5210 23 430550	210	101000
175			83.06			5210 23 430550	220	101000
176			3,298.39			5210 23 430550	230	101000
177			1,146.00			5210 23 430550	234	101000
178			1,604.51			5210 23 430550	235	102270
179			182.00*			5210 23 430550	334	101000
180			983.78			5210 23 430550	363	101000
181			61.23*			5210 25 430510	220	101000
182			35.24			5210 80 430540	220	101000
183			449.59			5210 80 430540	222	101000
184			280.95			5210 80 430540	230	101000
185			2.06			5210 80 430540	311	101000
186			37.50			5210 80 430540	334	101000
187			72.72			5310 31 430630	220	101000
188			32.14			5310 31 430630	230	101000
189			983.78			5310 31 430630	363	101000
190			13.27			5310 32 430690	210	101000
191			249.96			5310 32 430690	230	101000
192			267.18			5310 33 430640	220	101000
193			294.68			5310 33 430640	222	101000
194			135.80			5310 33 430640	230	101000
195			2.06			5310 33 430640	311	101000
196			1,248.24			5310 33 430640	352	101000
197			10.18			5310 33 430640	363	101000
198			12.99			5510 10 420730	210	101000
199			9.05			5510 10 420730	214	101000
200			51.56			5510 10 420730	220	101000
201			2,041.07			5510 10 420730	222	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
202			15.62			5510 10 420730	230	101000
203			36.22			5510 10 420730	345	101000
204			8.96			5510 10 420730	400	101000
205			273.58			5610 87 430300	214	101000
206			185.50*			5610 87 430300	230	101000
207			343.62			5610 87 430300	231	101000
208			108.60			5610 87 430300	345	101000
209			112.39			6040 910 430220	210	101000
210			169.63			6040 910 430220	230	101000
211			70.86			2220 16 460100	210	101000
212			79.65			2220 16 460100	224	101000
213			67.38			2220 16 460100	311	101000
126689	76827S	292 NAXIN SAFETY	138.42					
1	3547	01/11/16 Medical Supplies	69.21		20942	5310 32 430690	222	101000
2	3547	01/11/16	69.21		20942	5310 33 430640	222	101000
126690	76828S	790 DPC INDUSTRIES	1,910.99					
1	72000258-1	12/31/15 Chlorine #150Cyl	443.39		20946	5310 33 430640	222	101000
2	727000418-	12/21/15 Chlorine 2000 count	1,467.60		20946	5210 80 430540	222	101000
126691	76829S	1896 HAWKINS, INC	432.22					
1	3824522	01/08/16 Filter for Floran Catalyst FC	432.22		20947	5210 80 430540	230	101000
126692	76830S	4112 FARMERS BROTHERS COFFEE	119.70					
1	63067265	01/27/16 2 Cases of coffee	119.70*		409	5610 87 430300	220	101000
126693	76831S	999999 SCOTT GRAY	63.00					
1		Travel Req 01/27/16 Rural Water Conference	50.40		21900	2510 107 430220	370	101000
2		Travel Req 01/27/16	12.60		21900	2520 108 430220	370	101000
126694	76814S	4073 JOHN DEERE FINANCIAL	476.23					
1	1651908	01/20/16 Sweeper Lease	422.14		408	5610 87 490500	645	101000
2	1651908	01/20/16	54.09		408	5610 87 490500	646	101000
126695	76832S	1535 LUCAS & TONN PC	175.00					
1	LT012016	01/26/16 Westlaw Proff. Service	100.00			1000 4 411100	350	101000
2	LT01252016	01/25/16 Services by Rennie Wittman	75.00			1000 4 411100	350	101000
126696	76806S	2151 MORRISON & MAIERLE INC	865.00					
1	22494	01/16/16 Custer / Garfield 911	865.00		20265	2850 105 420140	350	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
126697	76833S	999999	JEAN MANSHEIM	30.00					
1	325160	01/21/16	EMD Recertification	30.00		20264	1000 5 420160	380	101000
126698	76834S	1321	HOLMLUND MOBILE LOCK & KEY	153.00					
1	30627	01/16/16	PD - Evidence lock work	153.00*		21056	1000 5 420140	220	101000
126699	76808S	1970	MONTANA DAKOTA UTILITIES	98,033.39					
1			GAS/ELECTRIC	0.00			1000 7 420460	341	101000
2			GAS/ELECTRIC	0.00			1000 7 420460	344	101000
3			01/15/16 GAS/ELECTRIC - C. Hall & Garag	1,927.36			1000 8 411230	341	101000
4			GAS/ELECTRIC - C. Hall & Garag	0.00			1000 8 411230	344	101000
5			01/15/16 GAS/ELECTRIC - Main St. X-Mas	4,020.01*			1000 13 460433	341	101000
6			01/15/16 GAS/ELECTRIC	624.15			1000 13 460433	344	101000
7			01/05/16 GAS/ELECTRIC -	256.65			1000 14 460445	341	101000
8			01/15/16 GAS/ELECTRIC	257.71*			1000 21 440600	341	101000
9			GAS/ELECTRIC	0.00			1000 21 440600	344	101000
10			01/15/16 GAS/ELECTRIC - LIBRARY	363.38			2220 16 460100	341	101000
11			01/15/16 GAS/ELECTRIC - LIBRARY	340.74			2220 16 460100	344	101000
12			01/15/16 GAS/ELECTRIC	43,903.25			2400 46 430263	341	101000
13			GAS/ELECTRIC	0.00			2400 46 430263	533	101000
14			01/15/16 GAS/ELECTRIC	7,397.77			2420 48 430263	341	101000
15			GAS/ELECTRIC	0.00*			2420 48 430263	533	101000
16			01/15/16 GAS/ELECTRIC	384.27			2430 49 430263	341	101000
17			01/15/16 GAS/ELECTRIC - 22 Light Dist	3,556.27			2440 50 430263	341	101000
18			01/15/16 GAS/ELECTRIC	1,742.60			2470 72 430263	341	101000
19			GAS/ELECTRIC	0.00			2470 72 430263	533	101000
20			GAS/ELECTRIC	0.00			2480 47 430263	341	101000
21			01/15/16 GAS/ELECTRIC	13,728.06*			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			01/05/16 GAS/ELECTRIC -	381.18			5210 22 430530	341	101000
26			GAS/ELECTRIC - Carbon Hill Tan	0.00			5210 22 430530	344	101000
27			01/15/16 GAS/ELECTRIC	470.10*			5210 23 430550	341	101000
28			01/16/16 GAS/ELECTRIC	329.88			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			01/15/16 GAS/ELECTRIC - Leighton Sewer	3,280.74			5310 32 430690	341	101000
32			GAS/ELECTRIC - S 3rd Sewer	0.00			5310 32 430690	344	101000
33			01/15/16 GAS/ELECTRIC	14,829.02			5310 33 430640	341	101000
34			01/15/16 GAS/ELECTRIC - Ambulance	98.10			5510 10 420730	341	101000
35			01/15/16 GAS/ELECTRIC - Ambulance	142.15			5510 10 420730	344	101000
36			GAS/ELECTRIC - Airport	0.00			5610 87 430300	341	101000
37			GAS/ELECTRIC - Airport	0.00			5610 87 430300	344	101000
38			GAS/ELECTRIC - 217 N. 8th St.	0.00			6040 910 430220	341	101000
39			GAS/ELECTRIC - 217 N. 8th St.	0.00			6040 910 430220	341	101000

For doc #s from to 999999  
\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
126700	76809S	4019 WEX Bank	8,066.92					
1	12/31/15	FUEL	209.70		20896	1000 13 460433	231	101000
2	12/30/15	FUEL	0.00			1000 201 431200	370	101000
3	12/31/15	FUEL	1,972.38		20896	2510 107 430220	231	101000
4	12/31/15	FUEL	493.10		20896	2520 108 430220	231	101000
5		FUEL	0.00			6040 910 430220	231	101000
6	12/31/15	FUEL	125.70		20938	5210 22 430530	231	101000
7	12/31/15	FUEL	65.37		20938	5210 80 430540	231	101000
8	12/31/15	FUEL	80.71		20938	5310 33 430640	231	101000
9	12/31/15	FUEL	65.36		20938	5310 32 430690	231	101000
10	12/31/15	FUEL	635.71		20800	1000 7 420460	231	101000
11	12/31/15	FUEL	1,046.58		20800	5510 10 420730	231	101000
12	12/31/15	FUEL	2,090.05		21044	1000 5 420140	231	101000
13	12/31/15	FUEL	99.89		21044	1000 21 440600	231	101000
14	11/28/15	FUEL	0.00			1000 5 420160	231	101000
15	12/30/15	FUEL	526.19		21701	5210 23 430550	231	101000
16	12/30/15	FUEL	526.19		21701	5310 31 430630	231	101000
17	12/31/15	FUEL	129.99		400	5610 87 430300	231	101000
126701	76798S	1970 MONTANA DAKOTA UTILITIES	3,995.85					
1		GAS/ELECTRIC	0.00			1000 7 420460	341	101000
2		GAS/ELECTRIC	0.00			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	0.00*			1000 13 460433	341	101000
6		GAS/ELECTRIC	0.00			1000 13 460433	344	101000
7		GAS/ELECTRIC	0.00			1000 14 460445	341	101000
8		GAS/ELECTRIC	0.00*			1000 21 440600	341	101000
9		GAS/ELECTRIC	0.00			1000 21 440600	344	101000
10		GAS/ELECTRIC - LIBRARY	0.00			2220 16 460100	341	101000
11		GAS/ELECTRIC - LIBRARY	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	0.00			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	317.27			2480 47 430263	341	101000
21		GAS/ELECTRIC	123.48*			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	0.00			5210 22 430530	341	101000
26		GAS/ELECTRIC	0.00			5210 22 430530	344	101000

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CITY OF MILES CITY  
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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
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	208.52			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		01/08/16 GAS/ELECTRIC	799.56			5610 87 430300	341	101000
37		01/08/16 GAS/ELECTRIC	755.96			5610 87 430300	344	101000
38		01/08/16 GAS/ELECTRIC	1,000.00			6040 910 430220	341	101000
39		GAS/ELECTRIC	791.06			6040 910 430220	344	101000
126702	76819S	1330 HOLY ROSARY HEALTH CENTER	678.91					
1		HRH012016 12/31/15 Medical Supplies	678.91		21504	5510 10 420730	222	101000
126703	76787S	1970 MONTANA DAKOTA UTILITIES	2,939.38					
1		12/03/15 GAS/ELECTRIC	0.00			1000 7 420460	341	101000
2		12/03/15 GAS/ELECTRIC	0.00			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	0.00*			1000 13 460433	341	101000
6		GAS/ELECTRIC	0.00			1000 13 460433	344	101000
7		GAS/ELECTRIC	0.00			1000 14 460445	341	101000
8		GAS/ELECTRIC	0.00*			1000 21 440600	341	101000
9		GAS/ELECTRIC	0.00			1000 21 440600	344	101000
10		GAS/ELECTRIC - LIBRARY	0.00			2220 16 460100	341	101000
11		GAS/ELECTRIC - LIBRARY	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	0.00			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		12/04/15 GAS/ELECTRIC	202.77			2480 47 430263	341	101000
21		GAS/ELECTRIC	0.00*			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		12/04/15 GAS/ELECTRIC	1,078.66			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

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CITY OF MILES CITY  
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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
30		GAS/ELECTRIC	0.00			5310 31 430630	344	101000
31		12/05/15 GAS/ELECTRIC	694.95			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			5610 87 430300	341	101000
37		GAS/ELECTRIC	0.00			5610 87 430300	344	101000
38		GAS/ELECTRIC	963.00			6040 910 430220	341	101000
39		GAS/ELECTRIC	0.00			6040 910 430220	344	101000
126704	76835S	660 CUSTER COUNTY CLERK & RECORDER	16,903.96					
1		CC012016 01/12/26 Flood Control Project	16,903.96		21901	1000 201 431200	350	101000
126705	76836S	4124 Target Solutions Learning	3,127.50					
1		11820 01/08/16 One Year Training Program	3,127.50		21503	1000 7 420460	380	101000
126706	76788S	1921 Montana Municipal Interlocal	4,505.36					
1		371769 12/16/15 Retirees Insurance Premium	4,505.36			1000 362022		101000
126707	76837S	4001 CRITELLI COURIERS, INC.	269.00					
1		6040A 12/04/15 Book Crate Delivery	269.00		20543	2880 39 460100	311	101020
126708	76838S	999999 DAVID HARRIS	63.00					
1		ADT012016 01/12/16 Advance Travel Request	18.00		20941	5210 22 430530	370	101000
2		ADT012016 01/12/16	22.00		20941	5210 80 430540	370	101000
3		ADT012016 01/12/16	9.00		20941	5310 32 430690	370	101000
4		ADT012016 01/12/16	14.00		20941	5310 33 430640	370	101000
126709	76839S	977 MSUES FIRE TRAINING SCHOOL	2,000.00					
1		207-25 01/07/16 Swiftwater Rescue	2,000.00		20798	1000 7 420460	380	101000
126710	76840S	999999 WHITEWATER RESCUE INSTITUTE,	900.00					
1		FT012016 01/04/16 Fire Training	900.00		20796	1000 7 420460	380	101000
126711	76789S	2305 NOTBOHM MOTORS	33,898.00					
1		NM011216 01/12/16 2016 Crew Cab 4WD	33,898.00		20900	4060 911 430233	940	101000
126712	76790S	771 DEPT OF REVENUE	490.00					
1		MS3361016 12/31/15 Business Lic. Fuel Meter	490.00*		404	5610 87 430300	334	101000
126713	76791S	2450 POSTMASTER (UTILITIES)	1,090.12					
1		USPS012016 01/15/16 Sewer Rate Increase Notice	545.06*		20687	5210 25 430510	220	101000
2		USPS012016 01/15/16	545.06*		20687	5310 29 430610	220	101000