



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
City Council Chambers*

*March 8, 2016  
7:00 p.m.*

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES
  - A. Regular Council Meeting 2/23/2016
2. SCHEDULE MEETINGS
3. REQUEST OF CITIZENS & PUBLIC COMMENT

John Goff-Representative for MC<sub>2</sub>, presentation of designs for amphitheater at Riverside Park
4. APPOINTMENTS

Urban Renewal District Agency Board- Kevin Raasch  
Urban Renewal District Agency, Technical Advisor- Kasey Krueger
5. PROCLAMATIONS
6. STAFF REPORTS
7. CITY COUNCIL COMMENTS
8. MAYOR COMMENTS
9. COMMITTEE RECOMMENDATIONS

Finance Committee Meeting 3/3/16

  - a. Recommend Approval of sending Ambulance bills for an amount of \$13,765.50 to collections
10. BID OPENINGS- Three Cabins  
One boxcar

BID AWARDS
11. PUBLIC HEARINGS
  - A. **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 Mayor**

- B. **RESOLUTION NO. 3889: A Resolution Pursuant to 7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FT 2015-2016 to Increase the Budgeted Amount in Fund # 1000-014-4604445-360 For Repairs to Swimming Pool Decking**

12. **UNFINISHED BUSINESS**

- A. **ORDINANCE NO. 1303: *(Second 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 Mayor**
- B. **RESOLUTION NO. 3889: *(Second Reading)* A Resolution Pursuant to 7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FT 2015-2016 to Increase the Budgeted Amount in Fund # 1000-014-4604445-360 For Repairs to Swimming Pool Decking**

13. **NEW BUSINESS**

- A. **RESOLUTION NO 3890- A Resolution Establishing a Fund to be Known As the Downtown Urban Renewal District Agency Fund**
- B. **RESOLUTION NO 3891- *(First Reading)* 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 # 2310-383000 (101000) as the Result of the Downtown Urban Renewal District Agency Receiving a Façade Improvement Grant**
- C. **RESOLUTION NO. 3892- A Resolution Authorizing the City of Miles City to Enter Into an Agreement Entitled “State of Montana Agreement” With the State of Montana Historic Preservation Office for Partial Funding of the Historic Preservation Officer Position**
- D. **RESOLUTION NO. 3893- A Resolution Authorizing the City of Miles City to Enter Into an Onix Networking Government Customer Agreement with Onix Networking Corporation**
- E. Approval of February 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 February 23, 2016**  
**7:00 p.m.**

**CALL TO ORDER**

The Regular Council meeting was held Tuesday, February 23, 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 Ken Gardner, Rachel Sloan, Dwayne Andrews, Susanne Galbraith, Brant Kassner, and Kathy Wilcox. John Uden and Jeff Erlenbusch were excused.

Also present were City Attorney Dan Rice, Police Chief Doug Colombik, Public Works Director Scott Gray, Fire Chief Gary Warren, City Planner-in- Training Dawn Colton, Public Utilities Director Allen Kelm, and 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 Minutes: 2/2/2016**

\*\* *Councilperson Galbraith moved to approve the minutes of the Special City Council Meeting of February 2, 2016, and seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 6-0.*

**City Council Meeting Minutes: 2/9/2016**

\*\* *Councilperson Gardner moved to approve the minutes of the City Council Meeting of February 9, 2016, and seconded by Councilperson Wilcox. The motion **passed** by unanimous consent, 6-0.*

**Human Resource Meeting Minutes: 7/1/2015**

\*\* *Councilperson Gardner moved to approve the minutes of the Human Resource Meeting of July 1, 2015, and seconded by Councilperson Kassner. The motion passed by unanimous consent, 6-0.*

**Finance Committe Meeting Minutes: 2/4/2016**

\*\* *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of February 4, 2016, and seconded by Councilperson Sloan. The motion passed by unanimous consent, 6-0.*

**Human Resource Meeting Minutes: 2/16/2016**

\*\* *Councilperson Gardner moved to approve the minutes of the Human Resource Meeting of February 16, 2016, and seconded by Councilperson Galbraith. The motion passed by unanimous consent, 6-0.*

**Finance Committee Meeting Minutes: 2/16/2016**

\*\* *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of February 16, 2016, and seconded by Councilperson Sloan. The motion passed by unanimous consent, 6-0.*

**Special City Council Minutes: 1/26/2016**

\*\* *Councilperson Galbraith moved to approve the minutes of the Special City Council Meeting of January 26, 2016, and seconded by Councilperson Gardner. The motion passed by unanimous consent, 6-0.*

**SCHEDULE MEETINGS**

None

**REQUEST OF CITIZENS & PUBLIC COMMENT**

None

**APPOINTMENTS**

None

**PROCLAMATIONS**

None

## **STAFF REPORTS**

None

## **CITY COUNCIL COMMENTS**

Floodplain Administrator Samantha Malenovsky asked Councilperson Sloan to update the Council that the Army Corp of Engineers draft FID is done. Floodplain Administrator Malenovsky would like everyone to review and please have their comments to her by the end of the week. There will be a meeting with the National Guard to discuss any support it may provide building the levy. The assistance would provide a considerable cost savings to the city.

## **MAYOR COMMENTS**

Resident Gloria Grenz phoned him regarding pigeons battering their way into the office at the Hole-in-the-Wall causing considerable damage. She asked if there had been any action by the City to address the pigeon overpopulation. Councilperson Galbraith thought there was an ordinance passed. City Attorney Rice stated there had been consideration of birth control for the pigeons in the past, but it had resulted in a media frenzy and some calls from PETA. He believed nothing had been done. Mayor Hollowell will check into what was done and readdress it at the next council meeting.

A proclamation has been issued by the Governor for flags to be flown at half-staff February 24 for the late, former Montana State Supreme Court Justice William Hunt, Sr.

Mayor Hollowell passed an administrative order for the adoption of new Pool and Spa Regulations per International Building Code.

The City was awarded the Medal of Excellence by 109 CSSB Montana Army National Guard.

Holy Rosary Healthcare submitted a letter for signature by council members in support in support of recruiting a Hospitalist. The letter also requests waiving the 2 year foreign residency requirement for the individual hired. HRH believes the employment of a Hospitalist, at their facility, will help meet the need for physicians in this area.

## **STANDING COMMITTEE RECOMMENDATIONS**

Human Resource Committee – Request of \$1.00/hr. wage increase for Animal Control/Code Enforcer.

\*\* *Councilperson Galbraith moved to give Animal Control/Code Enforcer a \$1.00 an hour wage increase, and seconded by Councilperson Sloan*

Councilperson Galbraith commented that other employees has been given an increase in wage and thought it was appropriate for an increase in wage for this position. The Mayor commented that a letter received from Attorney Larry Martin stated that it is common for compensation to be increased when additional duties are added to a job description.

*The motion passed on roll call vote 6-0.*

### **BID OPENINGS**

#### **Aerobic Digestion and Sludge Thickening Equipment**

- 1. Ovivo \$835,000**

#### **Dewatering Equipment Package**

- 1. PW Tech \$481,000**

#### **Aerobic Digestion and Membrane Blowers**

- 1. Universal Blower Pac \$174,219**
- 2. Robuschi USA \$291,763**
- 3. Aerzen USA \$314,219**

#### **Ultraviolet Disinfection**

- 1. Trojan UV \$240,500**

Director Kelm explained that these were bids for equipment only. He will be sending all bids to the Engineers for review of specifications and comment. The comments will be reviewed. Bids for equipment will then go to the Finance Committee and back to City Council for discussion and approval.

This is a bit different than what the city has done in the past. City is buying the equipment out right. The system will be designed by the Engineers following bid reward of the equipment; following design the project will be put out for contractor bid. Contractor will not get any markup for equipment. Previously the city has not done projects in this manner and is hoping that by approaching this project by first purchasing the equipment, then designing the system based on equipment and then letting the project

out for construction bids will save taxpayers money without raising rates any higher.

\*\* *Councilperson Galbraith moved to send bids to the Finance Committee, and seconded by Councilperson Wilcox. The motion passed 6-0.*

### **BID AWARDS**

None

### **PUBLIC HEARINGS**

- A. RESOLUTION NO. 3884: 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**

Mayor Hollowell called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

### **UNFINISHED BUSINESS**

- A. RESOLUTION NO. 3884: 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**

\*\* *Councilperson Galbraith moved to approve the Resolution, seconded by Councilperson Sloan and on roll call vote the motion passed 6-0.*

### **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 Mayor**

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

*Councilperson Andrews and on roll call vote the motion passed 6-0.*

**B. RESOLUTION NO. 3885: A Resolution Releasing Requirements of Certain Lease Agreements Pertaining to City of Miles City Property Leased by Jerry Singleton and Allowing Truck Washing Operations**

**\*\*** *Councilperson Galbraith moved to approve the Resolution, seconded by Councilperson Sloan.*

*Councilperson Andrews moved to amend the resolution to read the width at the top of the berm will be wide enough for an ATV.*

*On roll call vote the amendment passed 6-0.*

*The original motion passed on roll call vote 6-0.*

**C. RESOLUTION NO. 3888: A Resolution Adopting Finding of Fact and Approving Site Plan Review for Sacred Heart Catholic Church Addition on Lots 1-6 of the Miles Addition to the City of Miles City**

**\*\*** *Councilperson Kassner moved to approve the Resolution, seconded by Councilperson Gardner.*

*Councilperson Galbraith moved to amend conditions that signs in alley state "No Parking".*

*On roll call vote amendment passed 6-0.*

*The original motion passed on roll call vote 6-0.*

**D. RESOLUTION NO. 3889: (First Reading) 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 # 1000-014-4604445-360 For Repairs to Swimming Pool Decking**

**\*\*** *Councilperson Galbraith moved to approve the Resolution, seconded by Councilperson Wilcox and on roll call vote passed 6-0.*

**E. Discussion of Approval on Fred and Marge Tetschner combining two sewer accounts**



Director Kelm stated Resident Tetschner's account is sewer only. One well is the source of water to garage and house, house water and one toilet and sink in garage share the same sewer line; therefore only one sewer account should be charged to the household.

*\*\*Councilperson Andrews moved to approve combining the two sewer accounts, seconded by Councilperson Sloan and on roll call vote passed 6-0.*

## **ADJOURNMENT**

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

The meeting was adjourned at 8:02 p.m.

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**John Hollowell, Mayor**

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**Linda Wilkins, Deputy City Clerk**





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## CITY OF MILES CITY, MONTANA

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Date: March 8, 2016  
To: John Hollowell, Mayor  
Re: Appointments to the Downtown Urban Renewal Agency Board of Commissioners  
Kevin Raasch – Four year term  
Kasey Krueger – Technical Advisor

Kevin Raasch, moved to Miles City from Sidney, Nebraska to assume position as General Manager of Bloedorn Lumber. Mr. Raasch has owned and managed many businesses over the years and has served as past President and board member of Cheyenne County Chamber of Commerce, board member of Housing Taskforce and Past President and board member of Rotary Club of Sidney, NE. Mr. Raasch will add expertise in the field of business management, design and construction to the Urban Renewal Board of Commissioners.

Kasey Krueger is a Miles City native and graduate of MSU-Billings with a degree in Marketing. Kasey is a loan officer at Stockman Bank, and will serve in an advisory capacity to the Board of Commissioners. Mr. Krueger's knowledge of business, finance and marketing will add to the expertise of the Urban Renewal Board of Commissioners.



# Patient Collections Report

All Companies

MCFR COLLECTION ACCOUNTS

Call Date Range - Oldest Call Date To Most Recent Call Date

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Total Page: 46 of 46

Page: 46 of 46

Date: 09/15/2015

Time: 11:04:32

History ID: 22843303

## Grand Totals:

Total Patient Accounts on Report:	21
Total Calls on This Report:	22
Total Account Balances For This Report:	\$ 13765.50

AMBULANCE COLLECTION

Pat No	Over 180 Days
25084	\$ 820.00
25157	\$ 759.00
24137	\$ 94.96
24773	\$ 2,458.00
25074	\$ 795.00
24903	\$ 759.00
24385	\$ 100.00
24416	\$ 200.00
24900	\$ 1,034.00
24094	\$ 110.86
23974	\$ 75.90
24977	\$ 310.78
24974	\$ 747.00
24957	\$ 709.00
24419	\$ 1,335.00
24982	\$ 75.00
25034	\$ 250.00
24999	\$ 795.00
24689	\$ 747.00
25146	\$ 795.00
25185	\$ 795.00
	<u>\$ 13,765.50</u>

# Public Hearing

*Same as "Unfinished Business"*





**ORDINANCE NO. 1303**

**AN ORDINANCE AMENDING SECTION 2-106 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 MAYOR.**

**WHEREAS**, the City Council of the City of Miles City has determined that it is necessary and appropriate to amend Section 2-106 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 Mayor, and to allow for the City Council President or any 2 members of the City Council to have an item placed on the agenda.

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

**Section 1.** That Sec. 2-106 Powers and duties generally, be amended to include a new provision, as follows:

(8) *City Council Agenda.* The Mayor, with assistance from the City Clerk, shall be responsible for the preparation of the City Council agenda. The Mayor shall allow items to be placed on the agenda by the City Council President, or at the request of any two (2) members of the city council.

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

Said Ordinance read and put on its passage this 23<sup>rd</sup> day of February, 2016.

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

ATTEST:

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

**FINALLY PASSED AND ADOPTED** this 8<sup>th</sup> day of March, 2016.

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

ATTEST:

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

RESOLUTION NO. 3889

**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 # 1000-014-460445-360 FOR REPAIRS TO SWIMMING POOL DECKING.**

*WHEREAS*, the City of Miles City wishes to amend the budget for Fiscal Year 2015-2016 to provide increased funding in the amount of \$12,000, for repairs and maintenance to decking at the swimming pool, specifically waterproof stain and rubber sealant, 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 # 1000-014-460445-360,

*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. 1000-014-460445-360 in the sum of \$12,000.00.

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 8<sup>th</sup> day of March, 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 23rd DAY OF FEBRUARY, 2016.

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

ATTEST:

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY  
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF  
MILES CITY, MONTANA, THIS 8th DAY OF MARCH, 2016.

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JOHN HOLLOWELL, Mayor

ATTEST:

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Lorrie Pearce, City Clerk



# New Business



**RESOLUTION NO. 3890**

**A RESOLUTION ESTABLISHING A FUND TO BE KNOWN AS THE  
DOWNTOWN URBAN RENEWAL DISTRICT AGENCY FUND.**

*WHEREAS*, the City of Miles City has established the Miles City Urban Renewal District Agency with Tax Increment Authority. It is in the best interest of the City to establish a fund for the segregation and application of tax increments, and other revenue and costs incurred in connection with implementing the Miles City Urban Renewal Plan and administering the Agency in accordance with the laws of the State of Montana MCA 7-15-4281 and MCA 7-15-4282 through 7-15-4294 and of the Code of Ordinances of the City of Miles City;

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

1. There is hereby created a Downtown Urban Renewal District Agency Fund designated as Fund No. 2310-11-460460 Downtown Urban Renewal District Agency Fund.
2. This resolution shall become effective immediately upon final passage.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY  
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF  
MILES CITY, MONTANA, THIS 8<sup>TH</sup> DAY OF MARCH, 2016.**

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk





RESOLUTION NO. 3891

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 # 2310-383000 (101000) AS THE RESULT OF THE DOWNTOWN URBAN RENEWAL DISTRICT AGENCY RECEIVING A FAÇADE IMPROVEMENT GRANT.

*WHEREAS*, the City of Miles City wishes to amend the budget for Fiscal Year 2015-2016 to transfer unanticipated revenue derived from the receipt of a façade improvement grant;

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

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

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

The appropriations for the Final Budget for Fiscal Year 2015-2016 for the Downtown Urban Renewal District Agency Fund No. 2310-383000 (101000) shall be increased in the following amount: \$12,000.00

The following budget transfers are hereby authorized:

Transfer \$2,000 from Historic Preservation 2935-11-521000-820 to Downtown Urban Renewal District Agency 2310-383000 (101000);

Transfer \$10,000 from General Fund 1000-002-521000-820 To Downtown Urban Renewal District Agency 2310-383000 (101000).

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 22<sup>nd</sup> day of March, 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 8<sup>th</sup> DAY OF MARCH, 2016.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY  
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES  
CITY, MONTANA, THIS 22<sup>ND</sup> DAY OF MARCH, 2016.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk



OFFICE OF HISTORIC PRESERVATION

CITY OF MILES CITY, MONTANA

Date: March 3, 2016  
To: Finance Committee  
Re: Urban Renewal District Façade Improvement Grant Funding

The Montana Main Street (MMS) Program has awarded the City a grant in the amount of \$10,000 to be used to establish and fund a Façade Improvement Grant (FIG) for the Miles City Urban Renewal District. This local grant will be funded by tax increment revenue in the future.

The objective of the FIG program is to spur private investment through façade improvement projects that create a visually attractive and vibrant downtown ambiance that will welcome visitors and shoppers alike to downtown Miles City; assist individual and small business owners to succeed and continue operations into the future; and attract new business to the District. The façade improvement program will serve as a catalyst for fixed asset investment, particularly related to exterior building improvements. The FIG will serve as a financial incentive that will trigger further investment. It is the goal of the Urban Renewal District Agency to open the Façade Improvement Grant to the businesses in the District as early this spring as possible, so that they may benefit from this investment incentive during the short summer construction season. We are targeting an April 1, 2016 as the grant cycle opening date.

Funding through the Montana Main Street (MMS) grant to the City is on a reimbursement basis, with grant funding released to the City only twice during the project – at the half way point and upon completion. The City is required to submit all paid invoices to MMS and receives reimbursement via a wire transfer within the following month. Given the logistics of administering several local grants, each of which could be at a different stage of completion, the MMS reimbursement schedule could cause significant delays in reimbursement for those local businesses that have completed their projects. This delay, in turn, would impact the value of the financial incentive we are trying to offer those local businesses.

“Curb appeal” is important to the District – it is an important factor in bringing in new customers and new business. We are offering the Façade Grant to our local businesses because payroll and operating expenses must take precedence when you have minimal cash flow or capital available. We wish to avoid a situation that places an additional demand on their business capital by asking them to wait an extended period of time for reimbursement from the Montana Main Street Program.

For the above reasons, we propose funding the Miles City Façade Improvement Grant program with a transfer from the City’s General Fund, which will be reimbursed upon receipt of grant funding from the Montana Main Street Program. Upon completion of the Miles City grant cycle, the City will be reimbursed by the MMS program at which time the funds will be transferred back to the General Fund.

Respectfully submitted,

  
Connie Muggli, TRD Coordinator



December 3, 2015

Chris Grenz, Mayor  
City of Miles City  
P.O. Box 910  
Miles City, MT 59301

RE: Notice of Montana Main Street Program Grant Award

Dear Mayor Grenz:

On behalf of the State of Montana, it is my pleasure to notify you that the City of Miles City has been selected for a Montana Main Street planning grant award in the amount of \$10,000 for the development of a Façade Improvement Program.

The Montana Main Street Program assists communities in revitalizing and strengthening downtown commercial districts, while also offering technical assistance, expertise and competitive grant funding to its member communities. The Department looks forward to working with the City of Miles City to successfully assist with projects that improve the economic, historic, and cultural vitality of Miles City.

All grant awardees will be contacted directly with more information in the coming weeks by Montana Main Street staff. If you have any questions, please call Ms. Kelly Lynch, Division Administrator of the Community Development Division at the Montana Department of Commerce, at 406-841-2770 or by email at [DOCMTMainStreet@mt.gov](mailto:DOCMTMainStreet@mt.gov).

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Bullock".

STEVE BULLOCK  
Governor

cc: Connie Muggli, City of Miles City  
Dawn Colton, City of Miles City

**RESOLUTION NO. 3892**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT ENTITLED "STATE OF MONTANA AGREEMENT" WITH THE STATE OF MONTANA HISTORIC PRESERVATION OFFICE FOR PARTIAL FUNDING OF THE HISTORIC PRESERVATION OFFICER POSITION.**

*WHEREAS*, the City of Miles City desires to enter into an agreement with the Montana State Historic Preservation Office to assist in the funding of the Miles City Historic Preservation Officer position;

*AND WHEREAS* the Montana State Historic Preservation Office has prepared an Agreement setting for the obligations of the City and the State, and the City of Miles City desires to enter into such Agreement;

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

1. The State of Montana Agreement, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8TH DAY OF MARCH, 2016.**

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

## EXHIBIT A

Agreement Number: MT-15- 023

### STATE OF MONTANA AGREEMENT

This grant agreement (Agreement) is hereby made between the City of Miles City, 17 South Eighth Street, Miles City, MT 59301, DUNS#134230325 (the "Sub-grantee") and the Montana State Historic Preservation Office, Montana Historical Society ("MHS"), 225 North Roberts, PO Box 201202, Helena, Montana 59620-1202 (the "Grantor"). Liaison for the sub-grantee is Connie Muggli. The liaison for the grantor is Kate Hampton.

The State has been awarded \$785,524 of grant monies from the U.S. Department of the Interior, the National Park Service under the Historic Preservation Fund for the Federal fiscal year of 2015 (October 1, 2014 – September 30, 2015). The funding for this agreement is provided by this award, CFDA number 15.904, Historic Preservation Fund Grants-In-Aid. The Federal Award Identification Number assigned by the National Park Service, is to be determined.

Section 17-1-106, Montana Code Annotated, requires any state agency which receives non-general funds to identify and recover its indirect costs (IDC). MHS's indirect cost rate is determined annually and is applied as a percentage of direct costs charged to a federal award. As defined by 2 CFR Part 200 (formerly OMB Circular A-87), MHS's current IDC rate is 11.15% for fiscal year 2015 (July 1, 2014 to June 30, 2016). IDC will not be charged in relation to this agreement.

The two parties, in consideration of mutual covenants and stipulations described below, agree as follows:

#### SECTION I: SERVICES

The Sub-grantee shall:

1. Maintain an active Historic Preservation Commission (HPC) that will advocate for preservation, assist the HPO to accomplish preservation goals, and fill vacancies on the HPC promptly.
2. Participate in and carry out the responsibilities for Certified Local Government program status as outlined in "The Montana Certified Local Government Manual."
3. Insure historic preservation concerns are considered at all levels of local government planning and are incorporated as goals of other local, state, and federal projects.
4. Administer local preservation ordinances.
5. Have on staff a minimum half-time designated Historic Preservation Officer (HPO) who demonstrably plays an active and consistent role in the conduct of the sub-grantee's historic

preservation activities. On behalf of the Sub-grantee it is the role of HPO to conduct these activities and/or work with the HPC to:

- a. Regularly report on HPC activities at local government Commission meetings and be available for comment to these groups and other local government offices;
  - b. Monitor Preservation Covenants and Agreements and provide historic preservation information and assistance to property owners;
  - c. Provide technical assistance, direction, literature on historic preservation tax credits, National Register, Federal regulations and Secretary of Interior Standards;
  - d. Inspect and evaluate historic properties for potential and feasible reuse and rehabilitation;
  - e. Coordinate, promote and participate in events such as National Historic Preservation Month and/or other preservation related activities;
  - f. Cooperate and communicate with the Grantor and fellow HPO/HPCs in Montana and elsewhere as appropriate; and
  - g. Submit semi-annual progress reports, meeting minutes and financial reports per deadlines outlined in this agreement. In the Final Progress Report, the HPO will identify the benefits the local government has derived as a result of the employment of a HPO, the needs of the local government for future professional preservation efforts, and any additional functions of the HPO carried out which further the understanding and implementation of historic preservation values and objectives in the local government.
6. Send at least one (1) person from the Certified Local Government to a State Historic Preservation Office (SHPO) - approved training. The attendee shall attend the entire training and report back to their Preservation Commission.

All work completed under this funding agreement must meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation as interpreted by the Grantor. Final products or services that do not fulfill the requirements of this Agreement, and do not comply with the appropriate Secretary of the Interior's Standards, will not be reimbursed, and any advance payments made in connection with such products or services must be repaid to the Grantor.

## SECTION II: EFFECTIVE DATE, DURATION, AND REMUNERATION

This Agreement shall take effect on April 1, 2015 and shall terminate on March 31, 2016 unless a new termination date is set or the agreement is terminated pursuant to SECTION IV. Total payments by the "Grantor" for all purposes under this contract shall not exceed \$5,500. In the event that the grantor does not receive full funding from the National Park Service, the total grant award may be reduced, as

outlined in the CLG Manual. Payment shall be made on a reimbursement basis by request of Sub-grantee to the grantor.

### SECTION III: CONSIDERATION AND PROCESS FOR PAYMENT

In consideration of Services rendered in this Agreement, the Grantor agrees to pay the Sub-grantee as follows:

1. The Sub-grantee agrees to submit semi-annual Progress Reports, meeting minutes, and Requests for Reimbursement. Reports will be accompanied by the following documentation:
  - a. The Sub-grantee's name, address and agreement number MT-15-023;
  - b. A report discussing the work completed during the reporting period. Include meeting agendas and minutes;
  - c. An itemized listing of cash or in-kind donations that comprise the nonfederal match;
  - d. An itemized listing of project expenses that are charged to the federal grant; If indirect costs (IDC) are claimed for reimbursement (or match), the IDC rate must be in accordance with 2 CFR Part 200.414. A copy of the IDC approval letter from the Cognizant agency must be submitted to the grantor and approved prior to any reimbursement.
  - e. The net request for payment (reimbursement); and
  - f. Products produced during the reporting period.
2. All Requests for Reimbursement must be approved by the Grantor prior to payment. Payment for work completed under this Agreement may be withheld pending the delivery and acceptance of such items. All Sub-grantees must retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of 3 years or until an acceptable audit (accessible by auditors) has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final report. A final Request for Reimbursement must be submitted within thirty (30) days of the termination of this Agreement if they are to qualify for payment.
3. All Requests for Reimbursement will be reviewed for eligibility and allow-ability under Chapters 12, 13 and 14 of the National Park Service's Historic Preservation Fund Manual and the State CLG Manual. The Sub-grantor may request a copy of the CLG Manual from the grantor and the Historic Preservation Fund Manual is available for inspection at the SHPO.
4. The Sub-grantee shall, at minimum, provide documentation detailing forty percent (40%) matching non-federal funds for the overall grant award. In order to receive the full grant



award of \$5,500, the minimum dollar amount of match necessary to be provided by the Subgrantee is \$3,666.67 in matching in-kind services or cash. In the event that the grant award is reduced, the match requirement would be reduced proportionally. Requests for Reimbursement require the same 40% documentation relative to the amount requested. The accepted Grant Application, reviewed and approved by the Grantor, provides an estimation of sources and amounts of matching funds from the Sub-grantee.

5. The Grantor may retain final payment of federal grant funds until such time as the approved project work has been successfully completed and all conditions of this Agreement have been met.

#### SECTION IV: TERMINATION

1. The Sub-grantee understands and agrees the Grantor, as a state agency, is dependent upon federal and state appropriations for its funding and actions by Congress or the Montana Legislature may preclude funding this Agreement completely through the termination date stated in Section II. Should such a contingency occur, the parties agree the Grantor may set a new termination date or terminate the contract immediately, depending upon the funding remaining available for the Agreement, and the Sub-grantee will be compensated for services rendered and expenses incurred to 5:00 p.m. of the revised termination date.

2. In the event of termination, all property (except real estate) and finished or unfinished documents, data, studies, and reports purchased or prepared by the Sub-grantee under this Agreement shall, at the option of the Montana Historical Society (MHS), become the property of the MHS, and the Sub-grantee shall be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Agreement. Notwithstanding the above, the Sub-grantee will not be relieved of liability to the Grantor for damage sustained by the Grantor by virtue of any breach of the Agreement by the Sub-grantee, and the Grantor may withhold any reimbursement to the Sub-grantee for the purpose of off-set until such time as the exact amount of damages due the Grantor from the Sub-grantee is agreed upon or otherwise determined.

3. Except for the provisions of SECTION IV, paragraph 1, and SECTION XII, either party may terminate this Agreement without cause thirty (30) days after delivery of written notice in hand to the other party.

4. The MHS may terminate this Agreement for failure of the Sub-grantee to perform any of the services, duties, or conditions in accordance with the time schedule contained in this Agreement. The Grantor will provide the Sub-grantee with written notification of the reasons for the Sub-grantee's performance failure and allow the Sub-grantee a period of not less than ten (10) days or more than thirty (30) days after receipt of said notification to rectify the identified failure to perform.

#### SECTION V: GENERAL AND SPECIFIC CONDITIONS

The Sub-grantee agrees to follow the General and Specific Conditions according to this Agreement and Chapter 5 of the Historic Preservation Fund Grants Manual.

#### SECTION VI: ASSIGNMENT AND PROCUREMENT PROCEDURES

1. The Sub-grantee agrees that the procurement of services, supplies, equipment, and construction will be obtained efficiently and economically and in compliance with the applicable federal laws, and of 2 CFR part 200.317 through 200.326, and Chapter 17 of the Historic Preservation Grants Manual.
2. The process for the selection of subcontractors to perform the services under this Agreement, regardless of whether by competitive bidding or negotiated procurement shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to: (1) placing unreasonable requirements on firms or individuals in order for them to qualify to do business, (2) noncompetitive practices between firms, (3) organizational conflicts of interest, and (4) unnecessary experience and bonding requirements.
3. Competitive bidding or negotiated procurement is required for all survey and planning subcontracts. Proposals shall be requested from an adequate number of sources (at least two or three sources) to permit reasonable competition. The Request for Proposals shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable. The Request for Proposals shall identify the survey or planning area, population, number of properties to be inventoried, funds available and volunteer support (if applicable). The Sub-grantee shall document in writing the evaluation criteria used and the results of the technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for subcontract award. Subcontractors shall be selected on the basis of qualification, subject to negotiation of fair and reasonable compensation. Unsuccessful offerors shall be notified promptly. A copy of documentation of the selection process will be submitted to the Grantor prior to the initiation of the project.
4. Noncompetitive negotiation may be used with prior written approval from the Grantor when, after the solicitation in accordance with Section VI, 3 above, competition is determined inadequate.
5. The Sub-grantee will notify the grantor upon the selection of a subcontractor. Sub-grantee will verify Subcontractor is not on the debarred list. A copy of this contract will be submitted to the grantor for review and written approval prior to its execution.
6. Prior to the beginning of project work or any grant payment, the Sub-grantee must submit to the grantor the below listed items to demonstrate that the federal procurement requirements have been met in full:

- a. Copies of the letters to qualified sources and public advertisements requesting proposals and/or invitations to bid;
- b. Copy of the Sub-grantee documentation of the selection criteria and process;
- c. A copy of the successful proposal and a description of the Sub-grantee reasons for selection;
- d. Listing of the unsuccessful offerors; and
- e. Copy of the proposed contract between the Sub-grantee and the subcontractor.

Note: The grantor must review and approve all contracts between the Sub-grantee and subcontractors prior to their execution. The parties agree that there will be no assignment or transfer of this Agreement or any interest in the Agreement and that no service required under this Agreement may be performed under subcontract unless both parties agree in writing.

#### SECTION VII: EQUAL EMPLOYMENT OPPORTUNITY

1. Pursuant to Sections 49-2-303 and 49-3-207 of the Montana Code Annotated and the federal Civil Rights Act of 1964, (as amended) and Equal Employment Opportunity statute, in all hiring or employment made possible by or resulting from this Agreement, the Sub-grantee: 1) will not discriminate against any employee or applicant for employment because of race, color, social condition, religion, sex, age, national origin, marital status, creed, political affiliation, or physical or mental handicap; and 2) will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This requirement applies to, but is not limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-grantor will comply with all applicable statutes and Executive Orders on equal employment opportunity, including enforcement provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.
2. The Sub-grantee will comply with Section 504 of the Rehabilitation Act of 1973 which provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
3. The Sub-grantee will comply with The Age Discrimination Act of 1975 prohibiting discrimination on the basis of age in programs and activities receiving Federal Financial assistance.

#### SECTION VIII: FAIR LABOR STANDARDS

The Sub-grantee agrees to comply with all Federal and State wage and hour rules, statutes, and regulations, and warrants that all applicable Federal and State fair labor standards and provisions will be complied with both by the Sub-grantee and any subcontractors, in the event that subcontracted services are employed to fulfill the terms and conditions of this Agreement are agreed upon by the grantor and the Sub-grantee.

#### SECTION IX: PROHIBITION AGAINST LOBBYING

The Sub-grantee must conform to provisions of 18 USC 1913:

"No part of the money appropriated by an enactment of Congress shall in the absence of express authorization by Congress be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or any other device intended or designed to influence in any matter a Member of Congress, to favor or oppose, by vote or otherwise, any legislation of appropriation by Congress, whether before or after introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the U.S. or its Departments or agencies from communicating to Members of Congress on the request of any Member of Congress, through the proper channels, requests for legislation or appropriation that they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before Congress, commonly referred-to as "lobbying" is unallowable under this Agreement.

#### SECTION X: INDEMNIFICATION

The Sub-grantee agrees that it will hold harmless and indemnify the MHS from any and all losses that may result to the Grantor because of negligence on the part of the Sub-grantee, its agents, representatives, or employees. The Subgrantee shall hold harmless the MHS from any and all claims arising out of the execution of this Agreement for injury to third persons, including their agents, employees, or volunteers, recipients, and to the public at large, for injury to property of persons, which arise out of any Sub-grantee's actions.

#### SECTION XI: WORKERS' COMPENSATION

The Sub-grantee and all independent subcontractors earning compensation under this funding agreement must elect to be bound personally and individually by the provisions of compensation plans 1, 2 or 3, but he/she may apply to Montana Workers' Compensation division for an exemption from the Worker's Compensation Act. The application must be made in accordance with the rules adopted by the division.

The division may deny the application only if it determines that the applicant is not an independent contractor. When the division approves an application it is conclusive as to the status of an independent contractor and precludes the applicant from obtaining benefits under this chapter.

#### SECTION XII: MODIFICATIONS AND PREVIOUS AGREEMENTS

1. This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached to the original of this Agreement, except as provided under Section IV (1). No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.

2. Any changes that substantially alter the scope of work or the cost of the approved project must be submitted by the Sub-grantee as a project amendment. These amendments must have prior written approval from NPS before the change is implemented. Change orders will be treated as amendments. The Sub-grantee must consult with the grantor to review the proposed change to determine if it substantially alters the scope of work or the cost of the approved project. If the grantor determines the change to be substantial, the grantor will process the amendment through NPS. Failure of the Subgrantee to notify the grantor of any such changes may be construed as just cause for revocation and/or recovery of the grant funds by the grantor.

#### SECTION XIII: CONFLICT OF INTEREST

No officer or employee of the MHS or member of the Society Board or State Historic Preservation Review Board and no member of the Sub-grantee's governing body at localities in which the project is situated or being carried out who exercises any functions or responsibilities, or who enjoys a position of influence in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his or her personal or pecuniary interest. The Sub-grantee agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

#### SECTION XIV: COPYRIGHT PROHIBITION

1. Except as otherwise provided in the terms and conditions of the grant agreement, the Sub-grantee is free to copyright any books, publications, or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty-free, nonexclusive, and irrevocable license throughout the work to the Grantor and/or the US Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

2. Any materials produced as a result of this Agreement which are to be publicly distributed, shall include the following statement:

The (activity) that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, U.S. Department of Interior, and administered by the SHPO of Montana. The contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior or the Montana Historic Preservation

Office, or does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or SHPO.

3. Publications must include the nondiscrimination statement:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office for Equal Opportunity  
National Park Service  
849 C Street, N.W.  
Washington, D.C. 20240

4. The Sub-grantee shall not include in the materials produced as a result of this Agreement any copyrighted matter without the written approval of the copyright owner that provided SHPO and the United States Government with written permission to use the material in the manner provided herein.

#### SECTION XV: AUDITING

The Sub-grantee agrees to allow access to the records of the activities covered by this Agreement as may be necessary for legislative post audit and analysis purposes in determining compliance with the terms of this Agreement. The Sub-grantor shall maintain all administrative and fiscal records relating to this project for three years after the final grant reimbursement is made by the Grantor to the Sub-grantee. Notwithstanding the provisions of SECTION IV, this Agreement shall automatically terminate upon any refusal of the Sub-grantee to allow access to records necessary to carry out the legislative post audit and analysis functions set forth in Title 5 Chapter 12 and 13, MCA and the financial and programmatic audit conducted by the Secretary of the Interior and the Comptroller General of the United States provided for in 2 CFR part 200.333 through 200.338.

Subgrantees that expend \$500,000 or more in Federal funds, shall perform an audit in compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." For local governments and school districts, the subgrantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other subgrantees, such as Tribal Communities and Non-Profit Organizations, will provide the report to the Montana Historical Society, State Historic Preservation Office.

#### SECTION XVI: SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

**SECTION XVII: EXECUTION**

This Contract consists of this Agreement and pages of attachments; the original copy is to be retained by the grantor. A copy of the original and attachments, if any, has the same force and effect for all purposes as the original.

Each party has full power and authority to enter into and perform this Agreement, and the person signing the Agreement on the behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the dates set out below:

\_\_\_\_\_  
**City of Miles City**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Administrator, Centralized Services Division**  
**Montana Historical Society**

\_\_\_\_\_  
**Date**





**RESOLUTION NO. 3893**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN ONIX NETWORKING GOVERNMENT CUSTOMER AGREEMENT WITH ONIX NETWORKING CORPORATION.**

*WHEREAS*, the City receives certain services from Google, serviced through Onix Networking Corporation (Onix), an Ohio corporation;

*AND WHEREAS*, Onix has provided a customer agreement for the City's consideration and approval;

*AND WHEREAS*, entering into said agreement is appropriate and in the best interest of the City of Miles City;

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

1. The "Onix Networking Government Customer Agreement," attached hereto as Exhibit "A," is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8<sup>th</sup> DAY OF MARCH, 2016.**

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JOHN HOLLOWELL, Mayor

ATTEST:

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Lorrie Pearce, City Clerk



Onix Networking Government Customer Agreement

Google Apps for Work

This Agreement, including all Exhibits attached hereto or referenced herein, (the "Agreement") is entered into by and between Onix Networking Corporation, an Ohio corporation, with offices at 18519 Detroit Avenue, Lakewood, Ohio 44107 ("Onix") and Miles City, Montana, with offices located at 17 S. 8th Street, Miles City, MT 59301, hereinafter referred to as ("Customer"). Onix and Miles City are sometimes referred to collectively herein as the "Parties" and individually as a "Party." This Agreement is effective as of the date signed by both parties (the "Effective Date").

WHEREAS, Onix is an authorized Google Apps for Work Reseller; and Customer wishes to license Google Apps for Work;

NOW, THEREFORE, Onix and Customer hereby agree as follows:

- 1. User Licenses. "User Licenses" means the Google hosted services currently known as "Google Apps for Work" (as the services may be renamed from time to time) provided by Google and used by Customer under this agreement.
1.1. "Users" mean employees of Customer authorized by Customer to access the User Licenses. User Licenses are sold by Onix on a per User, per year basis. "User License Fees" are the fees charged by Onix per User, multiplied by the number of Users as specified in the Onix Networking Services Schedule (Exhibit A).
1.2. User Licenses will be delivered to Customer in electronic format. The User Licenses shall be deemed accepted by Customer upon provisioning of the Customer domain with the specified number of User Licenses.
2. Google Apps and Google Vault License. Customer agrees to comply with the terms and conditions of the "Google Apps for Work via Reseller Agreement" at https://www.google.com/apps/intl/en/terms/reseller\_premier\_terms.html.
3. Professional Services. "Professional Services" means the Google Apps for Work professional services and training provided by Onix as specified in the Onix Networking Services Schedule (Exhibit A). Onix will provide to Customer each Professional Service specified in the Onix Networking Services Schedule.
4. Term. The initial term of this Agreement shall be twelve (12) months beginning on the Effective Date (the "Initial Term"). Thereafter, this Agreement may be renewed for consecutive renewal terms of twelve (12) months (such renewal terms together with the Initial Term, the "Term"), by written notice thirty (30) days prior to the end of the applicable Term.
5. Fees and Billing. Onix will bill Customer for the User License Fees and Professional Services (the "Total Fees") as specified in the Onix Networking Services Schedule (Exhibit A) on or after the Effective Date.
5.1. All User Licenses Fees are binding and final as of the Effective Date. All User License Fees are non-refundable for any Term.
5.2. Total Fees are due thirty (30) days from the effective date. All payment due are in U.S. dollars. Customer is responsible for any and all applicable U.S. taxes (other than Onix's income tax) associated with the Total Fees.
5.3. Onix may revise its fees (including, but not limited to the User License Fee) with at least thirty (30) days prior written notice to Customer, effective for the following term.
6. Force Majeure. Onix shall not be liable for inadequate performance of its obligations under the Agreement to the extent caused by a circumstance beyond its reasonable control, including, without limitation, Domain Name Server issues outside its direct control, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.

By signing below the parties acknowledge that they have received, understood and agreed to, in a legally binding manner, all components of the Agreement.

Customer: Miles City, Montana
Signature
Print Name
Title
Date 2/29/2016

Onix Networking Corp.
Signature
Print Name Timothy S. Needles
Title President / CEO
Date 2/29/2016



## Google Apps for Work via Reseller Agreement

Go to the [Additional Terms](#) for services made available with the new accounts infrastructure.

This Google Apps for Work via Reseller Agreement (the "Agreement") is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("Google") and the entity agreeing to these terms ("Customer"). This Agreement is effective as of the date Customer clicks the "I Accept" button below (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you do not have the legal authority to bind Customer, please do not click the "I Accept" button below. This Agreement governs Customer's access to and use of the Service.

### Services.

**1.1. Facilities and Data Transfer.** All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Services, Google may transfer, store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

### 1.2. Modifications.

- a. **To the Services.** Google may make commercially reasonable changes to the Services, from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.
- b. **To URL Terms.** Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console, or will alert Reseller. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Google via the Help Center within thirty days after receiving notice of the change. If Customer notifies Google as required, or Reseller notifies Google on Customer's behalf, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current term for the affected Services. If the affected Services are renewed, they will be renewed under Google's then current URL Terms.

**1.3. Customer Domain Name Ownership.** Prior to providing the Services, Google or Reseller may verify that Customer owns or controls the Customer Domain Names. If Customer does not

own, or control, the Customer Domain Names, then Google will have no obligation to provide Customer with the Services.

### **Customer Obligations.**

**2.1 Compliance.** Customer will use the Services in accordance with the Acceptable Use Policy. Google may make new applications, features or functionality for the Services available from time to time, the use of which may be contingent upon Customer's agreement to additional terms. In addition, Google will make other Non-Google Apps Products (beyond the Services) available to Customer and its End Users in accordance with the Non-Google Apps Product Terms and the applicable product-specific Google terms of service. If Customer does not desire to enable any of the Non-Google Apps Products, Customer can enable or disable them at any time through the Admin Console. Customer agrees that its use of the Domain Service is subject to its compliance with the Domain Service Terms.

**2.2 Customer Administration of the Services.** Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer and Reseller are responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer and that Google is merely a data-processor.

**2.3 End User Consent.** Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Google providing Customer with the ability to do so, and (ii) Google to provide the Services.

**2.4 Unauthorized Use.** Customer will use commercially reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Customer or Reseller will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.

**2.5 Restrictions on Use.** Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.

**2.6 Third Party Requests.** Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third

Party Request on its own, and will contact Google only if it cannot reasonably obtain such information.

**Requesting End User Accounts; Service Term.** Requesting End User Accounts, as well as initial and renewal terms for the Services, are to be decided upon between Customer and Reseller.

**Payment.** Customer will pay Reseller for the Services. As a result, all payment terms are to be decided upon between Customer and Reseller.

**Technical Support Services.**

**5.1 By Customer.** Customer or Reseller will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer or Reseller will use commercially reasonable efforts to resolve support issues before escalating them to Google.

**5.2 By Google.** If Customer or Reseller cannot resolve a support issue consistent with the above, then Customer or Reseller (as applicable based on the agreement between Google and Reseller) may escalate the issue to Google in accordance with the TSS Guidelines. Google will provide TSS to Customer or Reseller (as applicable) in accordance with the TSS Guidelines.

**Suspension.**

**6.1 Of End User Accounts by Google.** If Google becomes aware of an End User's violation of the Agreement, then Google may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Google's request to Suspend an End User Account, then Google may do so. The duration of any Suspension by Google will be until the applicable End User has cured the breach which caused the Suspension.

**6.2 Emergency Security Issues.** Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Google suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

**Confidential Information.**

**7.1 Obligations.** Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

**7.2 Exceptions.** Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

**7.3 Required Disclosure.** Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable

efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

### **Intellectual Property Rights; Brand Features.**

**8.1 Intellectual Property Rights.** Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.

**8.2 Display of Brand Features.** Google may display only those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Services), and only within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.

**8.3 Brand Features Limitation.** Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

**Publicity.** Customer agrees that Google may include Customer's name or Brand Features in a list of Google customers, online or in promotional materials. Customer also agrees that Google may verbally reference Customer as a customer of the Google products or services that are the subject of this Agreement. This section is subject to Section 8.3.

### **Representations, Warranties and Disclaimers.**

**10.1 Representations and Warranties.** Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable (including applicable security breach notification law). Google warrants that it will provide the Services in accordance with the applicable SLA.

**10.2 Disclaimers.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

### **Term and Termination.**

**11.1 Term.** The term for the Services will be as decided upon between Reseller and Customer. This Agreement will remain in effect for the Term.

**11.2 Termination for Breach.** Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that

breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

**11.3 Effects of Termination.** If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Google will provide Customer or Reseller access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Services; (iii) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active and replication servers and overwriting it over time; and (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

#### **Indemnification.**

**12.1 By Customer.** Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's use of the Services in violation of the Acceptable Use Policy.

**12.2 By Google.** Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from: (i) use of any Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.

#### **12.3 Possible Infringement.**

**a. Repair, Replace, or Modify.** If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Google's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

**b. Suspension or Termination.** If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then Google will notify Customer or Reseller, or both.

**12.4 General.** The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES

ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

**Limitation of Liability.**

**13.1 Limitation on Indirect Liability.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

**13.2 Limitation on Amount of Liability.** NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO RESELLER FOR THE SERVICES DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

**13.3 Exceptions to Limitations.** These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

**Miscellaneous.**

**14.1 Notices.** Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

**14.2 Assignment.** Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

**14.3 Change of Control.** Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

**14.4 Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

**14.5 No Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.

**14.6 Severability.** If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

**14.7 No Agency.** The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.



14.8 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

14.9 **Equitable Relief.** Nothing in this Agreement will limit either party's ability to seek equitable relief.

14.10 **Governing Law.** This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

14.11 **Amendments.** Any amendment must be in writing and expressly state that it is amending this Agreement.

14.12 **Survival.** The following sections will survive expiration or termination of this Agreement: Section 7, 8.1, 12.3, 13, 14, 15 and 16.

14.13 **Entire Agreement.** This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

14.14 **Interpretation of Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Agreement, and the terms located at any URL.

14.15 **Counterparts.** The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

**Google Apps Core Services.** If Customer purchases the Google Apps Core Services, then the following terms will apply only to such Services:

15.1 **Ads.** The default setting for the Services is one that does not allow Google to serve Ads. Customer or Reseller may change this setting in the Admin Console, which constitutes Customer's authorization for Google to serve Ads. If Customer or Reseller enables the serving of Ads, it may revert to the default setting at any time and Google will cease serving Ads.

15.2 **Aliases.** Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.

15.3 **Google Apps Vault.** If Customer purchases Google Apps Vault, the following additional terms apply:

a. **Retention.** Google will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer (other than for any legal holds). If Customer does not renew Google Apps Vault, Google will have no obligation to retain any archived Customer Data.

#### Definitions.

"**Acceptable Use Policy**" means the acceptable use policy for the Services available at [https://www.google.com/a/help/intl/en/admins/use\\_policy.html](https://www.google.com/a/help/intl/en/admins/use_policy.html) or such other URL as Google may provide.

**"Admin Account"** means the administrative account(s) provided to Customer by Google, or to Reseller by Customer, for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Google will provide to Customer or Reseller.

**"Admin Console"** means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

**"Administrators"** mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

**"Ads"** means online advertisements displayed by Google to End Users.

**"AdWords Guidelines"** means the Google AdWords Editorial Guidelines located at <https://adwords.google.com/select/guidelines.htm> or other such URL as may be provided by Google.

**"Affiliate"** any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

**"Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

**"Confidential Information"** means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

**"Customer Data"** means data, including email, provided, generated, transmitted or displayed via the Services by Customer, or Reseller on behalf of Customer.

**"Customer Domain Names"** mean the domain names owned or controlled by Customer, which will be used in connection with the Services.

**"Domain Service"** means a service provided by Google to Customer purely for Customer's convenience, where Customer may, through a Google-provided interface, register domain names through, or transfer domain names to, Registrar Partners (as defined in the Domain Service Terms).

**"Domain Service Terms"** means the terms at: [https://www.google.com/a/help/intl/en/admins/domain\\_service\\_terms.html](https://www.google.com/a/help/intl/en/admins/domain_service_terms.html), or other such URL as may be provided by Google.

**"Emergency Security Issue"** means either: (a) an End User's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other End Users' use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

**"End Users"** means the individuals Customer permits to use the Services.

**"End User Account"** means a Google-hosted account established by Customer through the Services for an End User.

**"Export Control Laws"** means all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of

Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

**"Google Apps Core Services"** means the applicable Services (e.g. Google Apps Premier Edition or Google Apps for Work and Google Apps Vault) purchased by Customer from Reseller which are more fully described here:

[https://www.google.com/apps/intl/en/terms/user\\_features.html](https://www.google.com/apps/intl/en/terms/user_features.html) , or other such URL as Google may provide.

**"Help Center"** means the Google help center accessible at <https://www.google.com/support/> or other such URL as Google may provide.

**"High Risk Activities"** means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the failure of the Services could lead to death, personal injury, or environmental damage.

**"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

**"Intellectual Property Rights"** means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

**"Non-Google Apps Products"** means Google products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password. The Non-Google Apps Products are set forth at the following URL:

<https://www.google.com/support/a/bin/answer.py?hl=en&answer=181865>, or such other URL as Google may provide.

**"Non-Google Apps Product Terms"** means the terms found at the following URL:

[https://www.google.com/apps/intl/en/terms/additional\\_services.html](https://www.google.com/apps/intl/en/terms/additional_services.html) , or such other URL as Google may provide from time to time.

**"Notification Email Address"** means the email address designated by Customer to receive email notifications from Google. Customer may provide a Reseller email address for this purpose if it so chooses. Customer may change this email address through the Admin Console.

**"Reseller"** means the Google Apps reseller Customer is paying to provide access to and use of the Services.

**"SDN List"** is the US Treasury Department's List of Specially Designated Nationals.

**"Service Pages"** mean the web pages displaying the Services to End Users.

**"Services"** means the Google Apps Core Services provided by Google and used by Customer under this Agreement. The Services are as described here:

[https://www.google.com/apps/intl/en/terms/user\\_features.html](https://www.google.com/apps/intl/en/terms/user_features.html), or other such URL as Google may provide.

**"SLA"** means the Service Level Agreement located here:

[https://www.google.com/apps/intl/en/terms/reseller\\_sla.html](https://www.google.com/apps/intl/en/terms/reseller_sla.html), or such other URL as Google may provide from time to time.

**"Suspend"** means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

"**Term**" means the term of the Agreement, which will begin on the Effective Date and continue for as long as Customer is receiving Services from Google, unless terminated earlier pursuant to the Agreement, or pursuant to Customer's agreement with Reseller.

"**Third Party Request**" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"**TSS**" means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

"**TSS Guidelines**" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL:

<https://www.google.com/a/help/intl/en/admins/tssg.html> or such other URL as Google may provide.

"**URL Terms**" means the Acceptable Use Policy, the SLA and the TSS Guidelines.

# Google Apps

## Additional Terms of Use for Additional Services

The Customer agreeing to these terms ("**Customer**") is signing up for or has previously entered into a Google Apps agreement ("**Google Apps Agreement**") for Services (as defined under the terms of the Google Apps Agreement) with Google Inc., Google Ireland Limited, Google Commerce Limited or Google Asia Pacific Pte. Ltd. (as may be applicable, "**Google**"). Google may make more Google applications (beyond the Services) available from time to time through the control panel for the customer domain ("**Additional Services**"). By using such Additional Services, Customer agrees to the additional terms below ("**Additional Terms**"). If Customer does not wish to enable any of the Additional Services, or if you are acting on behalf of Customer but do not have the requisite authority to bind the Customer to these Additional Terms, please disable such Additional Services in the control panel. Capitalized terms used below but not defined below have the meaning ascribed to them under the Google Apps Agreement.

**Not Subject to Google Apps Agreement.** The Additional Services are not governed by the Google Apps Agreement, but are governed only by the applicable service-specific Google terms of service. The Additional Services with their respective terms of service are located at the following URL: <http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865> (or such other URL as Google may provide).

**Existing Customers.** For existing Customers who signed up before November 9, 2010, these Additional Services will be made available by clicking "I ACCEPT" on the confirmation page of the Google Apps transition wizard.

**New Customers.** For new Customers who signed up on or after November 9, 2010, the Additional Services are provided on an "opt-out" basis. The default setting for the Additional Services is "on".

**Use Constitutes Acceptance.** Use of any Additional Service by any End User constitutes Customer's acceptance of the Google terms of service for such Additional Service.

**Enabling or Disabling Additional Services.** At any point in time, Customer can always enable or disable any of the Additional Services in the control panel.

**Future Services.** Google may offer other Additional Services that are not currently set forth at the URL in Section 1 and for which Google does not yet have terms of service. When these future Additional Services become available, they will be offered to Customer under these Additional Terms.

**Availability.** Additional Services may not be available in all countries.

**Technical Support.** Google will not provide technical support services for the Additional Services. Customer is responsible for responding to any questions and complaints by End Users relating to Customer's or its End Users' use of the Additional Services. Google provides technical support services for the Additional Services solely through the applicable product-specific Help Center, which is accessible at <http://www.google.com/support/> (or such other URL as Google may provide).

**Third Party Requests.** Customer is responsible for responding to Third Party Requests that apply to the Additional Services, unless otherwise stated in the applicable terms for each Additional Service. Google does not assist Customer with responding to such Third Party Requests.

**Compliance with Laws.** Customer is responsible for ensuring its End Users comply with the applicable Google terms of service for each Additional Service. Where applicable, Customer agrees that it is solely responsible for compliance with all laws and regulations that apply to Customer's provision of these Additional Service to Customer's End Users, such as the U.S. Family Educational Rights and Privacy Act of 1974 (FERPA), Children's Internet Protection Act (CIPA), and the Children's Online Privacy Protection Act of 1998 (COPPA), including but not limited to, obtaining parental consent concerning collection or dissemination of personal information (including that of students) used in connection with the provisioning and use of the Additional Services by the Customer and End Users.

**Privacy.** Customer may have the ability to access, monitor, use or disclose data provided by End Users for these Additional Services or disable an End User's Account for these Additional Services. Customer will notify End Users of Customer's ability to take these actions.

**Parental Consent.** Customer must obtain parental consent before allowing any End Users under the age of 18 to use Additional Services.

**Google Checkout.** A Google Checkout account opened by an End User is the End User's personal account and is subject to extensive regulatory requirements and prohibitions. While Customer may suspend an End User's access to his or her Checkout account, Customer may not use an End User's Checkout account or make any changes to the information in such Checkout account. Customer may access information in an End User's Checkout account only in accordance with Checkout privacy policies and Customer's privacy policy.

**Refund for Paid Services.** If Customer disables an Additional Service for which Customer or End User has provided payment, Google will not be obligated to refund Customer or any End User for unused paid services. Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, losses and expenses, and costs (including settlement costs and reasonable attorneys' fees) arising out of an End User's claim concerning refunds for such paid services.

**Google is Data Processor.** Where applicable, the parties agree that Google is a data processor and Customer is a data controller with respect to the End User personal data contained in the Additional Services for Customer's domain.

**Data Location.** As part of providing the Additional Services, Google may store and process the data provided through such Additional Services in the United States or any other country in which Google or its agents maintain facilities.

**Severability.** If any provision of these Additional Terms is found unenforceable, the balance of the Additional Terms will remain in full force and effect.

**Modifications.** Google may modify these Additional Terms from time to time.

# Claims





03/03/16  
13:06:12

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 2/16

Page: 1 of 19  
Report ID: AP100

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
126803	76954S	4053 ESRI, INC.	800.00					
1	25723175	02/02/16 Maintenance Contract	400.00		15976	1000 36 411020	330	101000
2	25723175	02/02/16	400.00		15976	1000 201 431200	220	101000
126809	76955S	4045 LAND SOLUTIONS, INC.	2,458.44					
1	LS022016	02/05/16 Consulting Planning Service	2,003.44		15979	1000 36 411020	350	101000
2	LS02292016	02/29/16 Consulting Service - Plann	455.00		15981	1000 36 411020	350	101000
126810	76956S	771 DEPT OF REVENUE	2,519.93					
1	DOR022016	02/03/16 Gross Tax Receipt	2,519.93		15978	2520 108 430233	350	101000
126817	76930S	373 MASTERCARD	23,701.29					
1			61.22			1000 3 410500	220	101000
2			49.00			1000 3 410500	311	101000
3			53.30			1000 5 420140	210	101000
4			352.45			1000 5 420140	214	101000
5			739.23*			1000 5 420140	220	101000
6			37.43			1000 5 420140	226	101000
7			449.22			1000 5 420140	230	101000
8			91.58			1000 5 420140	311	101000
9			27.64*			1000 5 420140	320	101000
10			1,330.04			1000 5 420140	366	101000
11			497.23			1000 5 420140	370	101000
12			9.94			1000 5 420140	791	101000
13			71.51			1000 7 420460	210	101000
14			155.82			1000 7 420460	220	101000
15			61.11			1000 7 420460	231	101000
16			44.91			1000 7 420460	241	101000
17			4.77			1000 7 420460	311	101000
18			93.12			1000 7 420460	345	101000
19			23.02*			1000 7 420460	400	101000
20			62.12			1000 13 460433	222	101000
21			48.87			1000 13 460433	231	101000
22			144.00*			1000 13 460433	330	101000
23			198.48			1000 13 460433	350	101000
24			10.01			1000 201 431200	210	101000
25			5.40			2220 16 460100	210	101000
26			73.73			2220 16 460100	220	101000
27			87.44			2220 16 460100	311	101000
28			110.00			2220 16 460100	360	101000
29			476.84			2220 16 460100	382	101000
30			7.35			2510 107 430220	210	101000
31			118.29			2510 107 430220	220	101000
32			319.15			2510 107 430220	230	101000
33			192.57*			2510 107 430220	242	101000
34			1,266.06			2510 107 430220	363	101000

03/03/16  
13:06:12

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 2/16

Page: 2 of 19  
Report ID: AP100

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
35			1.84			2520 108 430220	210	101000
36			29.57			2520 108 430220	220	101000
37			79.79			2520 108 430220	230	101000
38			48.14			2520 108 430220	242	101000
39			316.51			2520 108 430220	363	101000
40			352.48			2850 105 420140	210	101000
41			24.99			2850 105 420140	220	101000
42			376.92*			2985 15 450330	220	101004
43			49.00			2985 15 450330	311	101000
44			89.99			5210 22 430530	214	101000
45			12.50			5210 22 430530	220	101000
46			196.74			5210 22 430530	230	101000
47			37.50			5210 22 430530	334	101000
48			4.60			5210 23 430550	210	101000
49			83.06			5210 23 430550	220	101000
50			3,298.39			5210 23 430550	230	101000
51			1,146.00			5210 23 430550	234	101000
52			1,604.51			5210 23 430550	235	102270
53			182.00*			5210 23 430550	334	101000
54			983.78			5210 23 430550	363	101000
55			61.23*			5210 25 430510	220	101000
56			449.59			5210 80 430540	222	101000
57			280.95			5210 80 430540	230	101000
58			2.06			5210 80 430540	311	101000
59			37.50			5210 80 430540	334	101000
60			72.72			5310 31 430630	220	101000
61			32.14			5310 31 430630	230	101000
62			983.78			5310 31 430630	363	101000
63			13.27			5310 32 430690	210	101000
64			249.96			5310 32 430690	230	101000
65			267.18			5310 33 430640	220	101000
66			294.68			5310 33 430640	222	101000
67			135.80			5310 33 430640	230	101000
68			2.06			5310 33 430640	311	101000
69			1,248.24			5310 33 430640	352	101000
70			10.18			5310 33 430640	363	101000
71			12.99			5510 10 420730	210	101000
72			9.05			5510 10 420730	214	101000
73			51.56			5510 10 420730	220	101000
74			2,041.07			5510 10 420730	222	101000
75			15.62			5510 10 420730	230	101000
76			36.22			5510 10 420730	345	101000
77			8.96			5510 10 420730	400	101000
78			273.58			5610 87 430300	214	101000
79			185.50*			5610 87 430300	230	101000
80			343.62			5610 87 430300	231	101000
81			108.60			5610 87 430300	345	101000

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82			112.39			6040 910 430220	210	101000
83			169.63*			6040 910 430220	230	101000
126819	76937S	523 CITY SERVICE, INC.	1,850.00					
1	W035072	02/04/16 Truck Principle	1,765.33*		425	5610 87 490500	650	101000
2	W035072	02/04/16 Truck Interest	84.67*		425	5610 87 490500	651	101000
126831	76939S	4073 JOHN DEERE FINANCIAL	476.23					
1	JDF022016	02/18/16 Sweeper Lease Payment	422.14		427	5610 87 490500	645	101000
2	JDF022016	02/18/16 Sweeper Lease (interest)	54.09		427	5610 87 490500	646	101000
126836	76958S	1426 KIWI PETES TREE SERVICE	3,300.00					
1	3855-2	02/05/16 Tree Removal	3,300.00		21917	1000 13 460433	350	101000
126837	76959S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	297.20					
1	5493	02/29/16 CITY HALL: RUGS	168.00		21905	1000 8 411230	220	101000
2	763	02/29/16 SHOP: RUGS/MOPS	41.00		21905	6040 910 430220	220	101000
3		02/29/16 LIBRARY: RUGS (ANNUAL)	0.00			2220 16 460100	360	101000
4	3565	02/29/16 FIRE DEPT: MATS	5.00		21512	1000 7 420460	220	101000
5		02/29/16 AMBULANCE: MATS	0.00			5510 10 420730	220	101000
6	760	02/10/16 WWTP: MOPS/TOWELS	19.20		20953	5310 33 430640	360	101000
7	761	02/10/16 WTP: MOPS/TOWELS	23.50		20953	5210 22 430530	360	101000
8	1046	02/29/16 PD: MATS	13.50*		21072	1000 5 420140	360	101000
9	838	02/29/16	13.50*		21058	1000 5 420140	360	101000
10	1272	02/16/16	13.50*		21082	1000 5 420140	360	101000
126838	76960S	316 DATA IMAGING SYSTEMS, INC	1,485.00					
1	29205	02/29/16 MANAGED SERVICES;DATA BKP	297.00			1000 3 410500	360	101000
2	29205	02/29/16 MANAGED SERVICES;DATA BKP	139.40*			5210 25 430510	360	101000
3	29205	02/29/16 MANAGED SERVICES;DATA BKP	139.40*			5310 29 430610	360	101000
4	29205	02/29/16 MANAGED SERVICES;DATA BKP	74.25*			1000 1 410200	360	101000
5	29205	02/29/16 MANAGED SERVICES;DATA BKP	74.25			1000 36 411020	360	101000
6	29205	02/29/16 MANAGED SERVICES;DATA BKP	147.02			5210 23 430550	360	101000
7	29205	02/29/16 MANAGED SERVICES;DATA BKP	147.02*			5310 31 430630	360	101000
8	29205	02/29/16 MANAGED SERVICES;DATA BKP	105.44			2510 107 430220	360	101000
9	29205	02/29/16 MANAGED SERVICES;DATA BKP	56.43			2520 108 430220	360	101000
10	29205	02/29/16 MANAGED SERVICES;DATA BKP	75.36*			1000 9 410540	360	101000
11	29205	02/29/16 MANAGED SERVICES;DATA BKP	74.25*			1000 11 411840	360	101000
12	29205	02/29/16 MANAGED SERVICES;DATA BKP	155.18*			2394 18 420531	360	101000
126839	76961S	4057 ORION INTERNATIONAL CORP	76.00					
1	1540	02/05/16 Dustin Sloan - Credit Check	40.00*		21086	1000 5 420140	220	101000
2	1540	02/05/16 Justine Trethway - Criminal Ch	25.92		21519	1000 7 420460	220	101000
3	1540	02/05/16	10.08		21519	5510 10 420730	220	101000

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126840	76962S	331 MONTANA LAW ENFORCEMENT TESTING	82.00					
1	12042015	12/04/15 Law Enforc. Testing	32.00		21078	1000 5 420140	334	101000
2	02112016	01/11/16 Hiring Fee For D. Sloan	50.00		21078	1000 5 420140	350	101000
126842	76963S	999999 CHERIE LABLANC - DYBA	57.19					
1	81-233509	02/18/16 Mea Tray for Meeting	57.19		20698	2350 302 410130	220	101000
126843	76928S	1937 MONTANA AERONAUTICS DIVISION	25,164.02					
1	MDT022016	01/29/16 REF # A4137 Principle	16,281.50*		421	5610 87 490500	648	101000
2	MDT022016	01/29/16 Interest Due	2,645.74*		421	5610 87 490500	649	101000
3	MTD022016A	01/29/16 REF #A4138 Principle	671.50*		421	5610 87 490500	648	101000
4	MTD022016A	01/29/16 Interest Due	109.12*		421	5610 87 490500	649	101000
5	MTD022016B	01/29/16 REF #A4068 Principle Due	4,921.00		420	5610 87 490500	641	101000
6	MTD022016B	01/29/16 Interest Due	535.16*		420	5610 87 490500	642	101000
126844	76929S	4127 I - State Truck Center	48,900.00					
1	ISTC022016	02/09/16 1995 Freightliner FL Plow/	23,500.00		21918	4060 911 430233	940	101000
2	ISTC022016	02/09/16 1997 Freightliner FL Plow/	25,400.00		21918	4060 911 430233	940	101000
126845	76932S	498 CENTURY LINK	845.78					
1	Q020100117	02/12/16 911 Phone System	845.78		20276	2850 105 420140	345	101000
126846	76964S	4128 Helena Regional Airport	6,200.00					
1	28447	02/10/16 ARFF Fire Training	6,200.00		21520	1000 7 420460	380	101000
126847	76965S	2151 MORRISON & MAIERLE INC	912.50					
1	22614	02/10/16 Custer Garfield 911	865.00		20271	2850 105 420140	350	101000
2	22777	02/23/16 I.T. Work	47.50		21097	1000 5 420140	350	101000
126848	76966S	999999 FRED WACKER AGENCY INC.	40.00					
1	1531	02/11/16 Surety Bond - Jane Kaderis	40.00		20277	1000 5 420160	334	101000
126849	76967S	1424 KRUTZFELDT & JONES LLP	105.00					
1	81-0504555	02/08/16 Teleconference - Prince Le	105.00		424	5610 87 430300	350	101000
126850	76968S	1737 MC AREA SOLID WASTE DISTRICT	72.50					
1	215298	01/11/16 Demo - Meter Reader	12.50		21907	1000 8 411230	400	101000
2	215767	01/21/16	5.00		21907	1000 8 411230	400	101000
3	213173	12/01/15 Animal Disposal	5.00		21059	1000 21 440600	220	101000
4	213220	12/02/15	5.00		21059	1000 21 440600	220	101000
5	212175	12/03/15	5.00		21059	1000 21 440600	220	101000
6	213794	12/10/15	5.00		21059	1000 21 440600	220	101000
7	214066	12/15/15	5.00		21059	1000 21 440600	220	101000
8	214977	01/04/16 Animal Disposal	15.00		21079	1000 21 440600	220	101000
9	215443	01/14/16	5.00		21079	1000 21 440600	220	101000
10	216049	01/27/16	5.00		21079	1000 21 440600	220	101000

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11	216168	01/29/16	5.00		21079	1000 21 440600	220	101000
126851	76931S	1721 MID RIVERS TELEPHONE CORP	3,070.40					
1	02/01/16	TELEPHONE/INTERNET/CABLE/Judge	103.27		20034	1000 6 410300	345	101000
2	02/01/16	TELEPHONE/INTERNET/CABLE/Judge	118.10			1000 6 410300	347	101000
3	02/01/16	TELEPHONE/INTERNET/CABLE/Libry	0.00			2220 16 460100	345	101000
4	02/01/16	TELEPHONE/INTERNET/CABLE/Libry	0.00			2220 16 460100	347	101000
5	02/01/16	TELEPHONE/INTERNET/CABLE/SmPol	0.00*			1000 14 460445	345	101000
6	02/01/16	TELEPHONE/INTERNET/CABLE/ 911	291.61		20274	2850 105 420140	345	101000
8	02/01/16	TELEPHONE/INTERNET/CABLE/child	80.60*			1000 5 420140	220	101000
9	02/01/16	TELEPHONE/INTERNET/CABLE/rsvp	146.02*		19967	2985 15 450330	345	101004
10	02/01/16	TELEPHONE/INTERNET/CABLE/Airpt	111.38		411	5610 87 430300	345	101000
11	02/01/16	TELEPHONE/INTERNET/CABLE/Airpt	52.64		411	5610 87 430300	319	101000
12	02/01/16	TELEPHONE/INTERNET/CABLE/Airpt	45.60		411	5610 87 430300	347	101000
14	02/01/16	TELEPHONE/INTERNET/CABLE/mayor	31.32			1000 1 410200	345	101000
15	02/01/16	TELEPHONE/INTERNET/CABLE/fin	52.84			1000 3 410500	345	101000
16	02/01/16	TELEPHONE/INTERNET/CABLE/fin	19.52			1000 3 410500	347	101000
17	02/01/16	TELEPHONE/INTERNET/CABLE/atny	4.95			1000 4 411100	345	101000
18	02/01/16	TELEPHONE/INTERNET/CABLE/pd	313.42			1000 5 420140	345	101000
19	02/01/16	TELEPHONE/INTERNET/CABLE/pd	65.69			1000 5 420140	347	101000
20	02/01/16	TELEPHONE/INTERNET/CABLE/disp	311.52			1000 5 420160	345	101000
21	02/01/16	TELEPHONE/INTERNET/CABLE/fire	162.15			1000 7 420460	345	101000
22	02/01/16	TELEPHONE/INTERNET/CABLE/fire	135.60			1000 7 420460	347	101000
23	02/01/16	TELEPHONE/INTERNET/CABLE/tres	4.95*			1000 9 410540	345	101000
24	02/01/16	TELEPHONE/INTERNET/CABLE/park	41.01			1000 13 460433	345	101000
25	02/01/16	TELEPHONE/INTERNET/CABLE/park	37.60			1000 13 460433	347	101000
26	02/01/16	TELEPHONE/INTERNET/CABLE/ACtr	40.03			1000 21 440600	345	101000
27	02/01/16	TELEPHONE/INTERNET/CABLE/plng	77.88			1000 36 411020	345	101000
28	02/01/16	TELEPHONE/INTERNET/CABLE/bldg	26.36			2394 18 420531	345	101000
29	02/01/16	TELEPHONE/INTERNET/CABLE/md204	67.79			2510 107 430220	345	101000
30	02/01/16	TELEPHONE/INTERNET/CABLE/md205	33.11			2520 108 430220	345	101000
31	02/01/16	TELEPHONE/INTERNET/CABLE/wplnt	76.56			5210 22 430530	345	101000
32	02/01/16	TELEPHONE/INTERNET/CABLE/wplnt	80.25			5210 22 430530	347	101000
33	02/01/16	TELEPHONE/INTERNET/CABLE/wtlns	37.27			5210 23 430550	345	101000
34	02/01/16	TELEPHONE/INTERNET/CABLE/wtlns	11.40			5210 23 430550	347	101000
35	02/01/16	TELEPHONE/INTERNET/CABLE/wtadm	47.45			5210 25 430510	345	101000
36	02/01/16	TELEPHONE/INTERNET/CABLE/wtadm	13.38			5210 25 430510	347	101000
37	02/01/16	TELEPHONE/INTERNET/CABLE/wwadm	47.43			5310 29 430610	345	101000
38	02/01/16	TELEPHONE/INTERNET/CABLE/wwadm	19.51			5310 29 430610	347	101000
39	02/01/16	TELEPHONE/INTERNET/CABLE/swlns	37.26			5310 31 430630	345	101000
40	02/01/16	TELEPHONE/INTERNET/CABLE/swlns	11.40			5310 31 430630	347	101000
41	02/01/16	TELEPHONE/INTERNET/CABLE/wwpln	35.30			5310 33 430640	345	101000
42	02/01/16	TELEPHONE/INTERNET/CABLE/wwpln	45.60			5310 33 430640	347	101000
43	02/01/16	TELEPHONE/INTERNET/CABLE/amb	109.74			5510 10 420730	345	101000
44	02/01/16	TELEPHONE/INTERNET/CABLE/amb	28.24			5510 10 420730	347	101000
45	02/01/16	TELEPHONE/INTERNET/CABLE/shop	38.39			6040 910 430220	345	101000
46	02/01/16	TELEPHONE/INTERNET/CABLE/shop	56.26			6040 910 430220	347	101000

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126852	76933S	4019 WEX Bank	6,436.83					
1	02/01/16	FUEL	129.33		21916	1000 13 460433	231	101000
2	02/01/16	FUEL	0.00			1000 201 431200	370	101000
3	02/01/16	FUEL	1,837.10		21916	2510 107 430220	231	101000
4	02/01/16	FUEL	459.27		21916	2520 108 430220	231	101000
5	02/01/16	FUEL	0.00			6040 910 430220	231	101000
6	02/01/16	FUEL	37.16		20950	5210 22 430530	231	101000
7	02/01/16	FUEL	37.16		20950	5210 80 430540	231	101000
8	02/01/16	FUEL	45.89		20950	5310 33 430640	231	101000
9	02/01/16	FUEL	71.47		20950	5310 32 430690	231	101000
10	02/01/16	FUEL	317.05		21513	1000 7 420460	231	101000
11	02/01/16	FUEL	647.41		21513	5510 10 420730	231	101000
12	02/01/16	FUEL	1,819.87		21076	1000 5 420140	231	101000
13	02/01/16	FUEL	46.20		21076	1000 21 440600	231	101000
14	02/01/16	FUEL	0.00			1000 5 420160	231	101000
15	02/01/16	FUEL	369.89		21714	5210 23 430550	231	101000
16	02/01/16	FUEL	369.89		21714	5310 31 430630	231	101000
17	02/01/16	FUEL	249.14		417	5610 87 430300	231	101000
126853	76938S	1970 MONTANA DAKOTA UTILITIES	33,816.68					
1		GAS/ELECTRIC	304.16			1000 7 420460	341	101000
2		GAS/ELECTRIC	224.37			1000 7 420460	344	101000
3		GAS/ELECTRIC	629.58			1000 8 411230	341	101000
4		GAS/ELECTRIC	0.00			1000 8 411230	344	101000
5		GAS/ELECTRIC	1,459.54*			1000 13 460433	341	101000
6		GAS/ELECTRIC	0.00			1000 13 460433	344	101000
7		GAS/ELECTRIC	63.83			1000 14 460445	341	101000
8		GAS/ELECTRIC	92.27*			1000 21 440600	341	101000
9		GAS/ELECTRIC	0.00			1000 21 440600	344	101000
10		Electric	0.00			2220 16 460100	341	101000
11		Gas	0.00			2220 16 460100	344	101000
12		GAS/ELECTRIC	13,580.34			2400 46 430263	341	101000
13		GAS/ELECTRIC	0.00			2400 46 430263	533	101000
14		GAS/ELECTRIC	2,272.81			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	114.74			2440 50 430263	341	101000
18		GAS/ELECTRIC	1,079.56*			2470 72 430263	341	101000
19		GAS/ELECTRIC	549.44			2470 72 430263	533	101000
20		GAS/ELECTRIC	0.00			2480 47 430263	341	101000
21		GAS/ELECTRIC	26.59*			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	5,223.56			5210 22 430530	341	101000
26		GAS/ELECTRIC	0.00			5210 22 430530	344	101000

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27		GAS/ELECTRIC	226.72*			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	6,357.61			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	118.29			5510 10 420730	341	101000
35		GAS/ELECTRIC	87.26			5510 10 420730	344	101000
36		GAS/ELECTRIC	715.89			5610 87 430300	341	101000
37		GAS/ELECTRIC	690.12			5610 87 430300	344	101000
38		GAS/ELECTRIC	0.00			6040 910 430220	341	101000
39		GAS/ELECTRIC	0.00			6040 910 430220	344	101000
126854	76969S	660 CUSTER COUNTY CLERK & RECORDER	5,361.32					
1		CCCR022016 02/08/16 City General Election	5,361.32*		20696	1000 301 410600	300	101000
126855	76970S	361 BILLS TRUCK SERVICE	629.82					
1		007959 12/16/15 R & R Fuel Pump on 98' Refuele	629.82*		419	5610 87 430300	230	101000
126856	76971S	268 MILES CITY SANITATION INC.	45.00					
1		62112899 02/01/16 Airport Sanitation	45.00*		416	5610 87 430300	220	101000
126857	76934S	396 MT DEPT OF LABOR & INDUSTRY	75.00					
1		BCEC022016 02/10/16 Training - Dennis Hirsch	75.00			2394 18 420531	380	101000
126858	76972S	999999 MONTANA COMMUNITY AIRPORT	50.00					
1		104 02/03/16 Membership Dues	50.00*		422	5610 87 430300	334	101000
126859	76973S	1649 MCC CENTRA ATHLETIC CENTER	1,300.00					
		Annual Membership Expires 01/01/2017						
1		Metra02201 01/01/16 Annual Membership Officers	900.00		21080	1000 5 420140	334	101000
2		Metra02201 01/01/16 Additional Memberships	400.00		21085	1000 5 420140	334	101000
126860	76974S	313 EASTENAL	223.15					
1		MTMIE52676 12/21/15 Hardware	3.13*		418	5610 87 430300	230	101000
2		MTMIE53279 02/03/16 Towels	65.55*		418	5610 87 430300	220	101000
3		MTMIE53411 02/11/16 Extention cords griding wh	145.69*		430	5610 87 430300	230	101000
4		MTMIE53411 02/11/16	8.78*		430	5610 87 430300	220	101000
126861	76975S	870 EAST MAIN ANIMAL CLINIC	116.00					
1		EMAC022016 01/11/16 Vet Fees for Dogs & Cats	116.00		21075	1000 21 440600	350	101000

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126862	76976S	1330 HOLY ROSARY HEALTH CENTER	387.68					
1	500153512	01/18/16 DUI Blood Draw T.E.	230.18		21074	1000 5 420140	350	101000
2	516315261	02/15/16 DUI Blood Draw C.B.	157.50		21087	1000 5 420140	350	101000
126863	76935S	572 VERIZON WIRELESS	263.70					
1	9760055772	02/07/16 ICAC Cell PHone	263.70*		21084	1000 5 420140	220	101000
126864	76977S	3291 BIG SKY CARWASH	2.30					
1	BSCW022016	01/22/16 PD - Carwash	2.30*		21083	1000 5 420140	220	101000
126865	76978S	4013 SOLESTONE REIMB SERVICES	3,352.32					
1	7567	02/03/16 Reimbursement Services	3,352.32		21514	5510 10 420730	350	101000
126866	76979S	872 EASTERN MONTANA IND	325.00					
1	282732	01/31/16 Cleaning Contract	325.00		20547	2220 16 460100	350	101000
126867	76980S	4002 MUNICIPAL EMERGENCY SERVICES,	447.00					
1	1000338	02/04/16 SCBA Voice Amp	447.00		21515	1000 7 420460	226	101000
126868	76981S	999999 DAWN COLTON	86.92					
1	ATRC022016	02/10/16 Advance Travel Request	86.92		ASACT	1000 36 411020	370	101000
126869	76982S	4114 FALLON COUNTY SHERIFFS OFFICE	88.56					
1	PER JEFF	02/18/16 Mileage for District Court -	88.56		18160	1000 4 411100	370	101000
126870	76983S	999999 WILLIAMS COUNTY SHERIFF'S OFFICE	36.00					
1	5965	02/04/16 Subpoena served - John Weinch	36.00		18158	1000 4 411100	350	101000
126871	76984S	285 BADLANDS, INC.	7.50					
1	BT022016	01/30/16 Cab Fare	7.50		19973	2985 15 450330	379	101004
126872	76985S	1527 LN CURTIS & SONS	1,016.55					
1	3165789	02/10/16 Boots Cptn Duffin	423.47		21521	1000 7 420460	226	101000
2	3166659	01/26/16 Boots - M Spiess	411.92		21521	1000 7 420460	226	101000
3	3166659	01/27/16 Flash Hoods - M Spiess	181.16		21521	1000 7 420460	226	101000
126873	76986S	4001 CRITELLI COURIERS, INC.	264.00					
1	6331A	01/01/16 Book Crate Delivery	264.00		20548	2880 39 460100	311	101020
126874	76987S	999999 KEN WEAVER	466.24					
1	KW022016	02/18/16 M.C. Study Commission	466.24		20699	2350 302 410130	370	101000



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126875	76988S	4056 MOVIE LICENSING USA	1,572.00					
1	2147396	02/01/16 Performance Site License	1,572.00		20549	2880 41 460100	350	101030
126876	76989S	1361 INTERSTATE ENGINEERING	16,950.53					
1	26137	02/05/16 Long Range Transportation Plan	16,950.53		15980	1000 36 411020	350	101000
5								
126877	76936S	4021 LUCI'S OFFICE	958.00					
1	LH012016	01/31/16 Website Annual Fee	958.00*		19972	2985 15 450330	220	101004
126878	76990S	999999 LUKE SMITH	30.00					
		MLEA TRAINING - MEALS						
1	RFT022016	02/29/16 Meals for MLEA	30.00		21073	1000 5 420140	370	101000
126879	76940S	1407 KADRMAS LEE & JACKSON INC	9,448.62					
1	10064309	02/11/16 Construction Records Project	6,334.09*		426	5610 87 430300	939	101000
2	10065380	02/11/16 Construction Records Project	3,114.53*		426	5610 87 430300	939	101000
126880	76941S	2830 STAR PRINTING & SUPPLY	997.20					
1	236205	01/11/16 Office Supplies - Finance	43.87		21401	1000 3 410500	210	101000
2	236205	01/15/16	186.35*		21401	5210 25 430510	220	101000
3	31538	01/15/16	186.35*		21401	5310 29 430610	220	101000
4		Flood - Flyers	0.00			1000 201 431200	331	101000
5		01/05/16 RSVP - Operating Supplies	317.60*		19971	2985 15 450330	220	101004
6	31562	01/19/16 PD - Police Manual	14.32		21068	1000 5 420140	791	101000
7	236616	01/25/16 Library - Copy contract	152.89		20546	2220 16 460100	320	101270
8			0.00			2220 16 460100	210	101000
9	236557	01/20/16 FD - Service Contract	41.38		21507	1000 7 420460	210	101000
10	236557	01/20/16	16.10		21507	5510 10 420730	210	101000
11			0.00			1000 7 420460	210	101000
12			0.00			5510 10 420730	210	101000
13	236151	01/07/16 City Court	43.49		20037	1000 6 410300	210	101000
14		Airport Office Supplies	0.00			5610 87 430300	210	101000
15	235383	12/17/15 Historic Preservation	4.45		16-003	2935 11 460461	210	101000
16		Dispatch	0.00			1000 5 420160	210	101000
17		Animal Control Stat Book	0.00			1000 21 440600	220	101000
18		12/01/15 Office Supplies - Finance	-3.20			1000 3 410500	210	101000
19		12/01/15 Credit for invoice on 12/01/15	-3.20*			5210 25 430510	220	101000
20		12/01/15 as per Tabithia	-3.20*			5310 29 430610	220	101000
126881	76991S	4047 SAFEGUARD BUSINESS SYSTEMS	1,536.83					
1	031262109	02/08/16 Water Bills	768.42		20700	5210 25 430510	320	101000
2	031262109	02/08/16	768.41		20700	5310 29 430610	320	101000

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126882	76992S	394 BOSS INC	824.67					
1	82810-0	02/12/16 Finance	23.57		20697	1000 3 410500	210	101000
2	80027-0	01/29/16	23.58		20697	5210 25 430510	210	101000
3	78577-0	01/22/16	23.58		20697	5310 29 430610	210	101000
4	77037-0	01/12/16 Jeff Nobels Office	105.03*		18156	1000 4 411100	210	101000
5	7338-0	12/23/15	25.00		18157	1000 4 411100	350	101000
6		Public Works	0.00			2394 18 420531	210	101000
7			0.00			1000 36 411020	210	101000
8			0.00			5210 23 430550	210	101000
9			0.00			5210 23 430550	230	101000
10			0.00			5310 31 430630	230	101000
11			0.00			1000 201 431200	210	101000
12			0.00			2510 107 430220	210	101000
13			0.00			2520 108 430220	210	101000
14	79596-0	01/27/16 City Court	114.93		20038	1000 6 410300	214	101000
15	68519-0	11/23/15 Dispatch	320.85		20269	1000 5 420160	220	101000
16		PD - Copier Contract	0.00			2850 105 420140	220	101000
17	78823-0	01/22/16 Fire Department	35.96		21505	1000 7 420460	210	101000
18	78823-0	01/22/16 Amulance	13.99		21505	5510 10 420730	210	101000
19	76517-0	01/11/16 City Court	7.20		20036	1000 6 410300	214	101000
20	82719-0	02/12/16 Police Department	59.00		20278	1000 5 420160	210	101000
21	81365-0	02/05/16 Jeffs Office	71.98		18159	1000 4 411100	220	101000
126883	76993S	999999 TONGUE RIVER WINERY	219.00					
1	2016-17	02/22/16 Valentine Fundraiser	219.00*		19974	2985 15 450330	220	101004
126884	76994S	4022 MARILYNN FORMAN	600.00					
1	MF022016	02/22/16 PD - Contract Cleaning	350.00		21089	1000 5 420140	350	101000
2	Shop020216	02/22/16 Shop - Contract Cleaning	250.00		21924	6040 910 430220	360	101000
126885	76995S	999999 ALERT MAGAZINE, LLC	125.00					
		1-800-398-0842						
1	6044	02/12/16 Drug Free Advertising	125.00*		21088	1000 5 420140	330	101000
126886	76996S	999999 ERICK HARTSE	960.54					
1	TEV2016	01/01/16 ICE Rescue - Meals	69.00		21518	1000 7 420460	370	101000
2	TEV022016	02/08/16 EVT Class Travel Expencc Vo	891.54		21516	5510 10 420730	370	101000
126887	76997S	999999 DOUG PHAIR	1,694.00					
1	6859	10/14/15 Refund for build permit #6859	1,694.00		DP0220	2394 18 420531	350	101000

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126888		76943S 999999 M.E.T.C.	220.00					
1	WWPT2016	02/23/16 Allen Kelm - Workshop	110.00		21717	5310 31 430630	380	101000
2	WWPT2016	02/23/16 David Harris - Workshop	110.00		21717	5310 33 430640	380	101000
3								
126889		76998S 999999 MARK REDDICK	97.50					
1	RFT022016	02/23/16 Sex Traffic Class 3124-2511	97.50		21090	1000 5 420140	370	101000
126890		76999S 1330 HOLY ROSARY HEALTH CENTER	421.41					
1	2392556	01/31/16 Medical Supplies - Ambulance	421.41			5510 10 420730	222	101000
126891		76942S 2831 MILES CITY STAR ADVERTISING	759.02					
1	162926	01/08/16 Legal Notices	372.00*		21402	1000 3 410500	330	101000
2	164142	01/15/16	248.00*		21402	5210 25 430510	330	101000
3	164780	01/29/16	248.00*		21402	5310 29 430610	330	101000
4	164523	01/25/16 Flood	84.00		21919	1000 201 431200	331	101000
5	12/01/15	Credit from Previous	-64.33*			1000 3 410500	330	101000
6	12/01/15		-64.33*			5210 25 430510	330	101000
7	12/01/15		-64.32*			5310 29 430610	330	101000
126892		76952S 1970 MONTANA DAKOTA UTILITIES	331.82					
1	02/16/16	Library	331.82		20550	2220 16 460100	341	101000
126893		77000S 999999 CHERI GREER	11.00					
1	TEV022016	02/01/16 Liabilty Training - Meal	11.00		21091	1000 5 420160	370	101000
126894		76944S 999999 MONTANA SECRETARY OF STATE	25.00					
1	SOS022016	02/23/16 Notary Renewal	25.00		21092	1000 5 420160	220	101000
126895		76945S 2450 POSTMASTER (UTILITIES)	1,070.48					
1	02/29/16	Water / Sewer Postage	535.24			5210 25 430510	311	101000
2	02/29/16		535.24			5310 29 430610	311	101000
126896		76946S 999999 STEVE GAERTNER	46.00					
1	02/22/16	MNOA Training	46.00		21095	1000 5 420140	370	101000
126897		76947S 999999 LUKE SMITH	46.00					
1	02/22/16	MNOA Training	46.00		21095	1000 5 420140	370	101000
126898		76948S 999999 CITY COURT	350.00					
1	CityCourt2	02/25/16 As per Supreme Court	350.00		20040	1000 6 410300	220	101000

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126899	77001S 999999	CHRISTY WASSON	61.57					
1	CW022016	02/29/16 Deposit Refund	61.57			5210 214010		101000
126900	77002S 999999	ARLENE GRIFFIN	34.66					
1	AG022016	02/29/16 Water Deposit Refund	34.66			5210 214010		101000
126901	77003S 999999	JESSE VENN	42.68					
1	JV022016	02/29/16 Water Deposit Refund	42.68			5210 214010		101000
126902	77004S 999999	HILLARY MURDOCK	78.60					
1	HM022016	02/29/16 Water Refund Deposits	78.60			5210 214010		101000
126903	77005S 999999	HILLARY RENS	127.48					
1	HR022016	02/29/16 Water Refund Deposits	127.48			5210 214010		101000
126904	77006S 999999	KATIE GRESENS	24.33					
1	KG022016	02/29/16 Water Refund Deposits	24.33			5210 214010		101000
126905	77007S	4130 IBS, Inc.	499.59					
1	608911-1	02/11/16 Tie Straps, cut wheel, flap	199.84		17387	2510 107 430220	363	101000
2	608911-1	02/11/16	49.95		17387	2520 108 430220	363	101000
3	608911-1	02/11/16	124.90		17387	5210 23 430550	363	101000
4	608911-1	02/11/16	124.90		17387	5310 31 430630	363	101000
126906	77008S 999999	DESERT MOUNTIAN	4,666.33					
1	15-44485	02/04/16 Ice Slicer	3,733.06		21922	2510 107 430220	220	101000
2	15-44485	02/04/16	933.27		21922	2520 108 430220	220	101000
126907	77009S	979 FIREMANS COMPANY	1,120.50					
1	6384	02/17/16 Annual Fire Ext. Service	408.00		21921	2510 107 430220	360	101000
2	6384	02/17/16	102.00		21921	2520 108 430220	360	101000
3	6384	02/17/16	255.00		21921	5210 23 430550	360	101000
4	6384	02/17/16	255.00*		21921	5310 31 430630	360	101000
6	6384	02/17/16	37.50		21921	1000 13 460433	360	101000
7	6384	02/17/16	63.00		21921	1000 8 411230	360	101000
126908	77010S	1050 FRANKS BODY SHOP	253.00					
1	43589	02/26/16 PD - Pontiac VIN#239982	126.50*		21096	1000 5 420140	220	101000
2	45215	02/09/16 PD- Chevy Silverado VIN#154464	126.50*		21094	1000 5 420140	220	101000
126909	77011S	2910 TONGUE RIVER ELECTRIC	446.85					
1	PTRECO0216	02/23/16 PD - Tower Fees	45.01		20280	2850 105 420140	341	101000
2	TRE022016	02/23/16 Southgate Lighting	401.84			2450 51 430263	341	101000

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126910	77012S	700 CUSTER COUNTY WATER & SEWER	13,312.17					
1	CCW022016	02/29/16 CCW and Sewer District	13,312.17			7980 211020		101000
126911	77013S	790 DPC INDUSTRIES	140.00					
1	72000015-1	01/31/16 Chlorine 150# cylinder	100.00		20954	5210 80 430540	222	101000
2	72000015-1	01/31/16	40.00		20954	5310 33 430640	222	101000
126912	77014S	1407 KADRMAS LEE & JACKSON INC	4,538.16					
1	10065117	02/05/16 Prof. Services 14" Main cros	4,538.16		21720	5210 23 430550	940	101000
126913	77015S	4131 Utility Specialist, Inc	371.97					
1	6430	02/03/16 Chlorine Sensor	371.97		20955	5210 80 430540	230	101000
126914	77016S	4109 CHS FARMERS ELEVATOR	13.66					
1	IO2447	02/23/16 Diesel Oil	13.66		21926	1000 13 460433	231	101000
126915	77017S	203 Montana Law Enforcement Academy	250.00					
1	9243	02/22/16 Dispatch Training	250.00		20279	1000 5 420160	380	101000
126916	77018S	288 MILES CITY AREA CHAMBER OF	79.34					
1	23077	02/22/16 March News Letter	79.34		19975	2985 15 450330	311	101004
126917	77019S	2221 NEWMAN TRAFFIC SIGNS	742.50					
1	TI-0294751	02/01/16 Sheeting White	594.00*		21923	2510 107 430220	242	101000
2	TI-0294751	02/01/16	148.50		21923	2520 108 430220	242	101000
126918	77020S	278 TITAN MACHINERY	587.22					
1	72970779	02/16/16 Camera	88.10*		21719	5310 31 430630	360	101000
2	2407500	02/26/16 Plate dirt shoe	399.30		17389	2510 107 430220	363	101000
3	2407500	02/26/16	99.82		17389	2520 108 430220	363	101000
126919	77021S	3039 UTILITIES UNDERGROUND LOCATION	36.40					
1	6015084	01/31/16 Locates	18.20*		21721	5210 23 430550	350	101000
2	6015084	01/31/16	18.20		21721	5310 31 430630	350	101000
126920	77022S	1571 MACS FRONTIERLAND	1,116.45					
1	154418	01/27/16 Ambulance #20 Alternator Repla	1,116.45		21526	5510 10 420730	360	101000
126921	77023S	2270 NORTHWEST PIPE INC	3,708.64					
1	1592735	02/08/16 Hydrant, valves, extention	434.34		21716	5210 23 430550	230	101000
2	1592735	02/08/16	570.92		21716	5210 23 430550	234	101000
3	1592735	02/08/16	454.71		21716	5210 23 430550	234	101000
4	1592735	02/08/16	2,248.67		21716	5210 23 430550	234	101000

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126922	77024S	4010 FELT, MARTIN, FRAZIER & WELDON,	87.50					
1	00026	01/31/16 General	87.50*		21404	1000 3 411101	350	101000
126923	77025S	999999 HD SUPPLY WATERWORKS	866.74					
1	F107156	02/17/16 DI Repair Parts 6"	866.74		21718	5210 23 430550	230	101000
126924	77026S	1535 LUCAS & TONN PC	250.00					
1	5869	02/24/16 West Law - Rennie Wittman	250.00			1000 4 411100	350	101000
126925	77027S	52 ABC GLASS & SIGNS, INC.	750.00					
1	I0043356	02/29/16 Airport Signs	750.00*		428	4056 87 430300	230	101000
126926	77028S	1286 DENNIS HIRSCH	1,977.05					
1		02/29/16 Feb. Building Permits	1,721.45		21930	2394 18 420531	350	101000
2		02/29/16	255.60		21930	2394 18 420531	350	101000
126927	77029S	721 DALES CLEANING SERVICE	600.00					
1	DCS022016	02/16/16 Clean City Hall	600.00		21927	1000 8 411230	360	101000
126928	77030S	999999 THE MT CHAPTER OF THE ICC	50.00					
1	MTICC2016	02/01/16 Membership Renewal	50.00		21929	2394 18 420531	334	101000
126929	77031S	4090 BAGELA, USA LLC	751.10					
1	535	02/26/16 Asphalt Recycler	600.88		17391	2510 107 430220	363	101000
2	535	02/26/16	150.22		17391	2520 108 430220	363	101000
126930	77032S	999999 JENNY SLOAN	100.00					
1	171	03/01/16 Schematic for homicide Case	100.00*		JS2016	1000 5 420140	220	101000
126931	77033S	2560 REGAN PLUMBING & HEATING	50.65					
1	216-48932	02/23/16 Bender Park	50.65		21928	1000 13 460433	230	101000
126932	77034S	999999 DAVID HARRIS	41.00					
1	TAR022016	02/23/16 Travel Advance	41.00		20952	5310 33 430640	370	101000
126933	77035S	3286 WPCI	28.00					
1	109599	01/31/16 Random Testing	14.00*		21723	5210 23 430550	350	101000
2	109599	01/31/16	14.00		21723	5310 31 430630	350	101000
126934	77036S	999999 BUCKY JOHNSON	22.25					
1	1459159645	01/30/16 Cell Phone Reimb.,	11.13		21722	5210 23 430550	345	101000
2	1459159645	01/30/16	11.12		21722	5310 31 430630	345	101000

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126935	77037S	327 QUALITY SEPTIC & SEWER SERVICE	250.00					
1	2425	01/15/16 Snake Line @ 110N. 9th	250.00		21724	5310 31 430630	350	101000
126936	77038S	999999 SAMANTHA MALENOVSKY	376.53					
1	R5F3A9	02/29/16 Travel Request	376.53		ATRF20	1000 201 431200	370	101000
126937	77039S	2914 TOURISM BUSINESS IMPROVEMENT	3,878.00					
1	03/01/16	MONTHLY COLLECTIONS	3,878.00			7370 212500		101000
126938	76950S	4009 PITNEY BOWES RESERVE ACCOUNT	1,000.00					
1	PB022016	03/02/16 Postage for meter	1,000.00			1000 3 410500	311	101000
126939	77040S	1654 MCRAE OVERHEAD DOOR CO	200.00					
1	9077	02/22/16 Hanger 5 door pullies	200.00*		431	5610 87 430300	230	101000
126940	77041S	2710 SELBYS	585.52					
1	572045-000	03/01/16 Print Head	146.38		21931	1000 36 411020	320	101000
2	572045-000	03/01/16	146.38		21931	1000 201 431200	220	101000
3	572045-000	03/01/16	117.10		21931	2510 107 430220	230	101000
4	572045-000	03/01/16	29.28		21931	2520 108 430220	230	101000
5	572045-000	03/01/16	73.19		21931	5210 23 430550	230	101000
6	572045-000	03/01/16	73.19		21931	5310 31 430630	230	101000
126941	76951S	999999 AMERPRISE FINANCIAL SERVICE,	220.00					
		\$220.00 deposited for refund to CD Batch 18649						
1	NBS022016	02/29/16 Balane for February Premium	220.00		APS030	7910 201000		101000
126942	76957S	671 CUSTER COUNTY TREASURER	73.00					
1	03/02/16	Tabs for	73.00		21400	2510 107 430220	220	101000
126943	77042S	1780 MILES CITY MOTOR SUPPLY	100.41					
1	550479	02/02/16 Def Fluid	8.99*		433	5610 87 430300	220	101000
2	550922	02/04/16 soderless terminals	5.78*		433	5610 87 430300	230	101000
4	510693	02/05/16 spark Plugs	9.16*		433	5610 87 430300	230	101000
5	552834	02/17/16 Wheel Bolt	2.99*		433	5610 87 430300	230	101000
6	553796	02/24/16 Beacon for mule	73.49*		433	5610 87 430300	230	101000
126954	77043S	1970 MONTANA DAKOTA UTILITIES	331.82					
1	MDU022016	02/16/16 Library - Electric	361.85		20550	2220 16 460100	341	101000
2	MDU022016	02/16/16 Library - Gas	209.64		20550	2220 16 460100	344	101000
3	02/16/16	Library Credit overpayment	-119.84		20550	2220 16 460100	341	101000
4	02/16/16		-119.83		20550	2220 16 460100	344	101000

# of Claims 114 Total: 261,347.34

03/03/16  
13:06:13

CITY OF MILES CITY  
Claim from Another Period Cancelled in this Period  
For the Accounting Period: 2/16

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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
		*** Cancelled in 2/16 ***	*** Claim from another period ( 1/16) ****					
126759		999999 HEATHER ROOS	30.00					
1	234779	01/15/16 EMD Recertifacation	30.00		20266	1000 5 420160	380	101000
		# of Claims 114	Total:	30.00				



03/03/16  
13:06:35

CITY OF MILES CITY  
Fund Summary for Claims  
For the Accounting Period: 2/16

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Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$57,023.35
2220 LIBRARY	
101000 Cash - Operating	\$1,742.05
101270 R & D Cash - Can/Fax	\$152.89
2350 Local Government/Study Commission	
101000 Cash - Operating	\$523.43
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$3,977.59
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$13,580.34
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	\$2,272.81
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$0.00
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$114.74
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$401.84
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$1,629.00
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$0.00
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$10,065.52
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$5,057.63
2850 911 EMERGENCY	
101000 Cash - Operating	\$2,424.87
2880 LIBRARY GRANTS	
101020 Cash - Partners Program	\$264.00
101030 Cash - Sagebrush Fed/Base Grant	\$1,572.00
2935 Historic Preservation	
101000 Cash - Operating	\$4.45
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	\$49.00
101004 RSVP Non-Federal Cash Operating-Custer	\$2,104.38
4056 Airport- Capital Improvement Plan	
101000 Cash - Operating	\$750.00
4060 CAPITAL IMPROV-PUBLIC WORKS	
101000 Cash - Operating	\$48,900.00
5210 WATER UTILITY	
101000 Cash - Operating	\$25,481.92
102270 Cash - Curb Stop Replacement Fee	\$1,604.51
5310 SEWER UTILITY	
101000 Cash - Operating	\$13,486.56
5510 AMBULANCE FUND	
101000 Cash - Operating	\$8,988.30
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$41,068.32
6040 PUBLIC WORKS	
101000 Cash - Operating	\$667.67
7370 TBID	

03/03/16  
13:06:35

CITY OF MILES CITY  
Fund Summary for Claims  
For the Accounting Period: 2/16

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Fund/Account	Amount
101000 Cash - Operating	\$3,878.00
7910 PAYROLL FUND	
101000 Cash - Operating	\$220.00
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	\$13,312.17
Total:	\$261,317.34

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