CITY OF MILES CITY
AGENDA

Regular Council Meeting *June 14, 2016*
City Council Chambers *7:00 p.m.*

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**

A.	Regular City Council Meeting	5/24/2016
B.	Finance Committee Meeting	5/18/2016
C.	Human Resource Meeting	5/18/2016
D.	Finance Committee Meeting	6/02/2016

2. **SCHEDULE MEETINGS**

Council-Closed session	6/28/16 @ 6pm
Study Commission	6/23/16 @ 5:15pm

3. **REQUEST OF CITIZENS & PUBLIC COMMENT**

4. **APPOINTMENTS**

5. **PROCLAMATIONS**
STAFF REPORTS
Lorrie Pearce- Regional Training in Glendive 8/24 @9am
Budget Training in Miles City 6/29 @ 10am

6. **CITY COUNCIL COMMENTS**

7. **MAYOR COMMENTS**

8. **COMMITTEE RECOMMENDATIONS**
Finance Committee- Approve the purchase of an ambulance for an amount of $230,000- Transfer money from General Fund
Finance Committee- Send an amount of $155,725.36 to collections for ambulance fund

9. **BID OPENINGS**
Wastewater Plant Upgrade Phase II

10. **BID AWARDS**

11. PUBLIC HEARINGS

A. RESOLUTION NO. 3923- A Resolution Adopting A City of Miles City Insufficient Funds Policy, and Setting A Public Hearing Thereon

12. UNFINISHED BUSINESS

A. RESOLUTION NO. 3923- A Resolution Adopting A City of Miles City Insufficient Funds Policy, and Setting A Public Hearing Thereon

13. NEW BUSINESS

A. RESOLUTION NO. 3928- A Resolution Approving an Agreement with Universal Blower Pac, Inc., For Goods and Special Services Pertaining to the Miles City Wastewater Improvements Phase II Project

B. RESOLUTION NO. 3929- A Resolution Approving a Real Property Lease Agreement Between the City of Miles City and James Diggins, Located Within the Industrial Site Owned by Miles City, Montana

C. RESOLUTION NO. 3930- A Resolution for procedures to Manage and Monitor Leases of Property Owned by the City of Miles City

D. RESOLUTION NO. 3931- A Resolution Authorizing Extension of City Water Main To Serve Tract X Section 5, Within Township 7 North, Range 47 East, Custer County

E. DISCUSSION on Discharge of fireworks for fourth of July 2016.

F. APPROVAL OF MAY CLAIMS

G. ADJOURNMENT

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

REGULAR COUNCIL MEETING May 24, 2016
7:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, May 24, 2016, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Council President Galbraith called the meeting to order. Council Members present were John Uden, Rachel Sloan, Brant Kassner, Jeff Erlenbusch, Ken Gardner and Kathy Wilcox. Mayor Hollowell and Councilperson Andrews were excused.

Also present were Police Chief Doug Colombik, Public Utilities Director Allen Kelm, Fire Chief Gary Warren, Historic Preservation officer/Grant Writer Connie Muggli, Building Inspector Dennis Hirsch, Firefighter Sarah Lewin and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Council President Galbraith led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

Regular Council Minutes: 5/10/2016

** *Councilperson Uden moved to approve the minutes of the Regular Council Meeting of May 10, 2016, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 7-0.*

Finance Committee Meeting Minutes: 5/5/2016

** *Councilperson Sloan moved to approve the minutes of the Finance Committee Meeting of May 5, 2016, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 7-0*

SCHEDULE MEETINGS

Study Commission	**May 26, 2016 at 5:15pm**
Finance Committee	**June 02, 2016 at 6:00 pm**

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Chief Colombik reported the arrest from the Bucking Horse Sale were down from approximately 80-100 arrests to 60. He added that there were a lot of fights on Thursday night.

Chief Warren announced Sarah Lewin was transitioning into the EMS training officer.

CITY COUNCIL COMMENTS

Councilperson Uden said he received a couple of calls about people drinking outside bars before the barricades were set up. He asked Chief Colombik if he could bring the issue to his officers to correct next year.

MAYOR COMMENTS

None

STANDING COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

Lease of land- Tract E, Lot 8 in Industrial Site

One bid was received from James Diggins for an amount of $753.75. Council President Galbraith sent the bid to Finance for review.

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

A. RESOLUTION NO. 3918- A Resolution Authorizing the City of Miles City to Award A Downtown Façade Improvement Grant to BuyMT.Com

*** Councilperson Wilcox moved to approve the Resolution, by title only, seconded by Councilperson Gardner. On roll call vote, the motion **passed** 7-0*

B. RESOLUTION NO. 3919- A Resolution Authorizing the City of Miles City to Award A Downtown Façade Improvement Grant to Sullivan's Furniture

*** Councilperson Gardner moved to approve the Resolution, by title only, seconded by Councilperson Erlenbusch. On roll call vote, the motion **passed** 7-0*

C. RESOLUTION NO. 3920- A Resolution Authorizing the City of Miles City to Award A Downtown Façade Improvement Grant to Shear Fun Salon

*** Councilperson Sloan moved to approve the Resolution, by title only, seconded by Councilperson Uden. On roll call vote, the motion **passed** 7-0*

D. RESOLUTION NO. 3921- *(Revisited)* **A Resolution Approving Amendment of the Interlocal Agreement Between the City of Miles City and the County of Custer for Provision of Health Services**

*** Councilperson Erlenbusch moved to approve the Resolution, by title only, seconded by Councilperson Gardner.*

Councilperson Uden and Wilcox felt a medically licensed practioner of some sort needed to be on the board in case of epidemic.

*** After a long conversation, Councilperson Wilcox moved to amend the proposed Interlocal agreement amendment to read one (1) at large member who must be a Montana licensed provider, shall be appointed by the City-County Board of Health, subject to the approval of the City Council and the County Commissioners, seconded by Councilperson Uden. The motion passed 6-1, with Councilperson Erlenbusch voting no.*

*** The original motion passed on roll call vote, 6-1, with Councilperson Erlenbusch voting no*

E. RESOLUTION NO. 3922- A Resolution Authorizing the City of Miles City to Contract With Dennis Hirsch for Building Inspection Services for Fiscal Year 2016-2017

*** Councilperson Wilcox moved to approve the Resolution, by title*

only, seconded by Councilperson Gardner. On roll call vote, the motion ***passed*** *7-0*

F. **RESOLUTION NO. 3923-** *(First Reading)* **A Resolution Adopting A City of Miles City Insufficient Funds Policy, and Setting A Public Hearing Thereon**

*** Councilperson Gardner moved to approve the Resolution, by title only, seconded by Councilperson Sloan. On roll call vote, the motion* ***passed*** *7-0* **Sent to Finance for review**

G. **RESOLUTION NO. 3924- A Resolution Providing for Procedures to Assure Public Participation in Governmental Decisions of the City of Miles City Government**

*** Councilperson Sloan moved to approve the Resolution, by title only, seconded by Councilperson Gardner. On roll call vote, the motion* ***passed*** *7-0*

H. **RESOLUTION NO. 3925- A Resolution Authorizing the City of Miles City to Enter into an Agreement With the Montana Department of Transportation for Street Sweeping for Fiscal Year 2016-2017**

*** Councilperson Uden moved to approve the Resolution, by title only, seconded by Councilperson Kassner. On roll call vote, the motion* ***passed*** *7-0*

I. **RESOLUTION NO. 3926- A Resolution Establishing Pay Rate for 283-A Seasonal Employees**

*** Councilperson Erlenbusch moved to approve the Resolution, by title only, seconded by Councilperson Sloan. On roll call vote, the motion* ***passed*** *7-0*

J. **RESOLUTION NO. 3927- A Resolution Approving an Agreement Between the City of Miles City and Process Wastewater Technologies for Purchase of a Dewatering Equipment Package**

*** Councilperson Sloan moved to approve the Resolution, by title only, seconded by Councilperson Kassner.*

Director Kelm explained to Council that he was working on some revisions to the contract. The issues were the following:

- $14,500 deduction on the project, had been agreed to
- Payment terms would be modified to 10% at the time of submittals, 80% after start-up, and 10% at the end of the warranty period
- Provide a financial statement for the past 2 years
- Dewatering equipment delivered by October 15, 2016 to keep with schedule
- Add to Section 7-02-b; should startup not occur within 90 days of delivery a payment of 40% of the contract amount will be allowed. Should start-up not occur within 180 days of delivery, an additional 40% payment of the contract amount will be allowed.

*** On roll call vote, the motion **passed** 7-0*

ADJOURNMENT

** *Councilperson Uden moved to adjourn the meeting, seconded by Councilperson Gardner, and **passed** unanimously.*

The meeting was adjourned at 7:45 p.m.

Suzanne Galbraith, President **Lorrie Pearce, City Clerk**

Finance Committee Meeting
May 18, 2016

The Finance Committee met Wednesday, May 18, 2016 at 6:00 p.m. in the City Hall Conference Room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rachel Sloan, Kathy Wilcox and Dwayne Andrews.

Also present were Public Utilities Director Allen Kelm, Fire Chief Gary Warren, Fire Captain Mike Miller and Fire Fighter Eric Hartse, Branden Stevens, Sarah Lewin, Tanner Harbaugh, Ben Shipp and Taran Harbaugh.

Committee Chairperson Galbraith called the meeting to order.

1. **Request of Citizens:**
   None
2. **Review and discussion of ambulance purchase**

Firefighter/EMT Eric Hartse explained the Miles City fire and rescue organized a steering committee for the purchase of ambulances because its current fleet is not safe or viable. He explained the three types of ambulances available:

- Type I- With this type it is everything the ambulance needs:
  - Fully functional
  - 4X4 option
  - Increased equipment storage
  - Increased patient and provider safety
  - Would not need to be replaced for 10 years
  - Prices ranged from $195,000 to $289,000

  The majority of use would be in the County because of the gravel roads, but would be used in City on snow days.
- Type II- A smaller van and would be used on extended transport and would be a valid option:
  - Not viable for 911 response
  - Limited storage
  - Most payloads are limited to 1,600 pounds
  - Cannot be remounted and, once out of service, would need to be totally replaced- Considered as a throwaway because of a ¾ to ½ ton chassis
  - Prices ranged from $95,000 to $160,000
- Type III- Considered a good match for both:
  - Fully functional 911/transfer ambulance
  - Can be remounted, but limited to the same style chassis
  - More space than Type II, less space than Type I
  - No 4X4 or diesel options
  - Prices ranged from $190,000 to $255,000

In conclusion the steering committee felt the Type I would provide the best option for current response model and is functional under all future response models, help to avoid future interruptions in service and would allow it to plan and build for the future in the best possible way. Added to the conversation was that not only were the ambulances used to respond to 911 medical calls, interfaculty transfers, and flight teams. The duty crew uses them to flow hydrants, perform company inspections, and perform all other non-medical duties. Anytime the crew travels outside the station, an ambulance needs to be used to be response ready for any service call such as fires, ambulance rescue and hazardous material situations.

The finance committee felt that the City could not afford to purchase the vehicles as new. It recommended looking at purchasing a used type I vehicle and possibly purchasing a new vehicle down the road.

Chief Warren said that he felt there were two other options to consider:

- A lease purchase- at the end of the term the vehicle could be purchased for one dollar.
- A group purchase agreement- An enrollment due would be paid up front, but then an ambulance could be purchased at a reduced price.

3. Review and recommendation on sending debt to collection for the Ambulance fund

Tabled until further information is available.

4. Review and recommendation on minimum bid to be received for lease of Lagoon land

Clerk Pearce explained that Attorney Rice said the City cannot accept a bid that did not make the minimum bid. The City will have to put the lease out for bid again. She asked the Committee for a recommendation on a minimum bid.

*** Committee Member Wilcox moved to recommend to Council to decline the two current offers for leases they fall under the minimum bid requirement and secondly recommend additional discussion to set a new minimum bid limit and re-advertise.*

*** Committee Member Wilcox amended her motion to recommend obtaining range condition analysis, set an AUM rate, and know the cost of getting the water right, seconded by Committee Member Sloan.* ***The motion passed 4-0***

5. Review and discussion on City Council budget

The budget was discussed and final results, subject to change, were agreed by all.

6. Review and discussion on City's cash report

All cash accounts were reviewed.

7. Review and recommendation on revising Resolution No. 2989- A Resolution Providing for Procedures to Manage and Monitor Leases of Property Owned by the City of Miles City

Committee Member Andrews wanted to add to page one, number one under Lease Administrator:

- The vegetated condition in the lease shall provide to maintain 50 percent of the current year forage after the grazing season has ended
- The City shall own all permanent improvements

Committee Member Galbraith suggested to delete the sentence on page two, number two, section a, "annual rental by ten percent (10%) per five year term". In its place add "lease to the current market rate". She felt that all leases should be evaluated every year or after the five year agreement had expired.

Clerk Pearce explained that she asked for the resolution to be put on the agenda to discuss page two, section two, c. She felt the base rate had not been looked at for over twelve years and should be updated.

** *Committee Member Sloan moved to revisit Resolution No. 2989 when more information was available, seconded by Committee Member Wilcox. The motion **passed** 4-0*

8. Review and recommendation on Resolution No. 3923- A Resolution Adopting A City of Miles City Insufficient Funds Policy, and Setting A Public Hearing Thereon

It was discovered that the policy was not attached to the Resolution.

** *Committee Member Sloan moved to revisit the resolution once the policy was attached, seconded by Committee Member Galbraith. The motion **passed** 4-0*

9. **Adjournment**

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

The meeting was adjourned at 8:15 p.m.

Susanne Galbraith, Chairperson **Lorrie Pearce Recorder/City Clerk**

Human Resources Committee
May 18, 2016

The **Human Resources Committee** met Wednesday, May 18, 2016, at 5:15 p.m. in the Conference Room at City Hall. Present were Committee Members Rachel Sloan, Susanne Galbraith, Kathy Wilcox and Jeff Erlenbusch. Also present were Union Representative Tom Speelmon, Public Works Director Scott Gray, PW/PU Office Clerk/Receptionist Dianna Larson, City Planner-in-Training/Grant Writer Dawn Colton and Deputy City Clerk/HR Director/Committee Recorder Linda Wilkins.

Committee Chairperson Rachel Sloan called the meeting to order.

1. Requests of Citizens

   None

2. Review job description for Administrative Position

   Committee Member Wilcox asked if additional duties were being added other than just changing the title of the position. Director Gray stated there are changes to the duties and discussed with the committee the importance of ensuring the correctness of job titles when conducting the next salary survey, committee members agreed. There was further discussion regarding some minor changes to the job description, which were noted on the draft job description by Recorder Wilkins (see attached).

   ***Committee Member Galbraith moved to recommend acceptance of the job description with changes as noted throughout the discussion, subject to review by MMIA; seconded by Committee Member Wilcox. Upon roll call vote the motion passed unanimously.*

3. Review job description for Grant Writer/Planner in Training

   There was discussion regarding wages being frozen, the equitableness of granting wage increases without a definite policy in place and the development of a salary policy.

   ***Committee Member Wilcox moved to recommend review and further discussion of the proposed job description; seconded by Jeff Erlenbusch. Upon roll call vote the motion passed unanimously.*

4. Update on policy

   Recorder Wilkins had received a handout from Angela Simonson on a salary policy that may work as model for the city this was given to committee members for review. The policy will be discussed at future committee meetings

5. Adjournment

   ***Committee Member Galbraith moved to adjourn; seconded by Chariperson Sloan. Motion passed unanimously.*

   The meeting was adjourned at 5:59 p.m.

Respectfully submitted,

Chairperson Rachel Sloan

Recorder Linda Wilkins

CITY OF MILES CITY **Job Description**	Last Revised:	
	Effective:	

~~PUBLIC WORKS/UTILITIES~~ ADMINISTRATIVE ASSISTANT / Bldg Permit Tech

DEPARTMENT: Public Works/Utilities

ACCOUNTABLE TO: Public Works & Utilities Directors

SUMMARY OF WORK: This position is responsible for providing administrative and clerical support services in the Public Works/Utilities Department. Full Time, Perm - (Angela Simonson)

JOB CHARACTERISTICS: This position provides departmental staff assistance and support services to the Public Works/Utilities Director(s), the Building Official and Streets/Utilities/City Shop/Parks Foreman(s). Maintain excellent public relations through communication with the public and other departments and agencies. Services include greeting and assisting the public on a daily basis. Work is performed under the direction of the Director(s) and requires considerable initiative and independent judgment.

AREAS OF JOB ACCOUNTABILITY AND PERFORMANCE:

The duties of the Administrative Assistant pertain to and shall include, but not be limited to the following:

- Greet and help walk-in customers or route to the proper person. Answer calls and route to proper person.
- Taking, referring, and handling incoming messages from telephone, fax and radio transmission.
- Respond courteously to inquiries; provide information within scope of responsibility.
- Set up, manage and maintain accurate records, both manual and electronic files.
- Communicate effectively with supervisors and co-workers by telephone, in written form, e-mail, or in person.
- Perform various tasks and duties for Boards and Commission (postings, agendas, Legal notices, recordings, minutes, etc.).
- Perform day-to-day administrative tasks such as maintaining information files and processing paperwork.
- Compiling, coding, categorizing, calculating, tabulating and verifying information.
- Prepare and monitor the process of purchase orders, verify incoming invoices with purchase orders and obtain approval signatures.

CITY OF MILES CITY **Job Description**	Last Revised:	
	Effective:	

PUBLIC WORKS/UTILITIES ADMINISTRATIVE ASSISTANT

- Track and maintain credit card receipts and accounting.
- Work with the public to process various applications.
- Open, read, route and distribute incoming mail or other materials.
- Prepare timesheets and charge out each employee's time to the proper category.
- Prepare and maintain bi-monthly, quarterly and annual time recap reports.
- Under the direction of the Director(s) schedule regular and non-routine work.
- Develop specific goals and plans to prioritize, organize and accomplish your work, to ensure deadlines are met.
- Order supplies for office and City Hall (as needed).
- Handle emergencies promptly and effectively-dispatch crews in a timely manner.
- Prepare billing for reimbursable services.
- Maintain City wide fuel card system (reporting and billing).
- Complete Special Event Permits and Park User Permits.
- Must be familiar with Zoning regulations, Building code regulations and other related City ordinances.
- Use computers for various applications, such as word processing.
- Operate office equipment such as fax machines, copiers, or phone systems and arrange for repairs when equipment malfunctions.
- Complete forms in accordance with City's procedures (Building Permits, Zoning, Board of Appeals, Home Occupation).
- Make copies of correspondence or other printed material.
- Operate electronic mail systems and coordinate the flow of information, internally or with other organizations.
- Compose, type and distribute meeting notes, route correspondence, or monthly reports.
- Implement a new Building Permit application and reporting system.
- Other Duties as assigned. by ~~your~~ Supervisor. you.

Building Permit Department:

- Assist with permit applicants and others by phone and in person.
- Answer questions related to land use, zoning ordinances and applicable local and state laws.
- Interprets and explains policies and regulations accurately and tactfully to the pubic assisting with the completion of building permit applications.
- Processes and reviews building permit applications, documents and plan

CITY OF MILES CITY **Job Description**	Last Revised:	
	Effective:	

PUBLIC WORKS/UTILITIES ADMINISTRATIVE ASSISTANT

JOB REQUIREMENTS:

Knowledge: This position requires knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, forms, and other office procedures and terminology. Requires knowledge of the structure and content of the English language; including the meaning and spelling of words, composition and grammar. Knowledge of electronic equipment, including computer hardware and software, applications and programming. Requires familiarity with land descriptions, legal descriptions, zoning ordinances, building codes and correspondence documents. Knowledge of procedures and techniques of permit processing.

Skills/Abilities: This position requires skills in telephone etiquette, typing, use of the computer, 10-key pad, and other various office equipment and machines, use of various software programs for word processing, database and spreadsheets. This position required the ability to type 65 wpm with accuracy in a setting with many interruptions; transcribe from a digital voice recorder; hand written draft or verbal instructions; communicate effectively orally and in writing; follow verbal and written instructions; greet the public in a courteous and professional manner; read ordinary print and type; provide information and assistance to the public; work the attention to detail and accuracy; maintain accurate records and minutes from the boards and commissions; have a broad knowledge of general office skills; must be able to do basic accounting and mathematical computations with a high degree of accuracy. The ability to arrange required tasks, in order, and recognize when correction is required. Learn permit processing and procedures to ensure compliance with city ordinances and laws. Interpret and explain policies and regulations accurately and tactfully to the public. Respond to public relating to status of projects and permits. Perform mathematic calculations. Foster an environment that embraces diversity, integrity, trust and respect. Prioritize work and coordinate several activities simultaneously despite interruptions. Establish an effective working relationship with fellow employees, supervisor(s) and the public; requires tact in dealing with difficult people and adhere to standards of confidentiality.

'equired **EDUCATION AND EXPERIENCE** Split

Required Ed

1. The above knowledge, skills and abilities are typically acquired through a combination of education and experience, or equivalent to:

- High school diploma or GED

submittals to assure accuracy and compliance with pertinent laws and established criteria.

- Calculates and processes permit fee and provides fee estimates as requested.
- Records and balances permit-related monetary transactions.
- Provides information to the public relating to the statues of projects and permits.
- Prepare and process monthly reports and submit to appropriate contractors, businesses, citizens, departments and Census Bureau.
- Prepare annual recaps and reports for the State.
- Prepare applications for mailing once approved.
- Compose correspondence as directed by the Building Official.
- Prepare and complete Certificates of Occupancies.
- Consult with Building Official and Flood Plain Administrator for building and flood plain code verification.
- other Duties as assigned

Board of Appeals: Assist applicant with the application; contact members for availability on meeting date and time; compose legal and proper notices; prepare Board of Appeals agenda and mail; prepare signs for posting; attend, record and transcribe meeting minutes and distribute; maintain and file all appeals accordingly; prepare annual recap.

Zoning Commission: Contact members for availability of meeting date and time. Prepare agendas, attend, record, transcribe and distribute meeting minutes, maintain records of the Commission's action. When needed, compose legal notices and postings accordingly.

Home Occupation Applications: Compile legal property owners' name and addresses for the permit to be presented before the City Council; maintain records of such permits.

Excavation Permits: Assist applicant in completing the permit and prepare paperwork for billing customers as needed.

Planning Board: Work in conjunction with the Planner and coordinate with board chairperson for meeting agenda items. Contact members for availability of meeting date and time; complete agendas and mailing, attend meetings, record and transcribe minutes and compose legal notices and postings accordingly. Maintain records and minutes of the Boards action.

		Last Revised:	
	CITY OF MILES CITY **Job Description**	Effective:	

PUBLIC WORKS/UTILITIES ADMINISTRATIVE ASSISTANT

Preferred ~~Education~~ Experience 2 ~~Usually acquired through~~

- Previous work-related skill, knowledge or experience ~~desired~~

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- Demonstrated proficiency in applicable software programs
- Ability to type 65 wpm with one error on a five minute typing test

PERFORMANCE STANDARDS: Evaluation of this position will be based primarily upon performance of the preceding requirements and duties. Examples of job performance criteria include, but are not limited to the following:

- Performs assigned duties.
- Observes work Hours.
- Demonstrates Punctuality.
- Deals tactfully with the public.
- Establishes and maintains effective working relationships with fellow employees, supervisors, City departments and the public.
- Proofread documents, records, or other files to endure accuracy.
- Answer telephones to direct calls or provide information.
- Operate communications equipment or systems.
- Greet customers or visitors.
- Order materials and supplies.
- Search files or reference materials to obtain needed information.
- Operate office equipment.
- Operate computers or computerized equipment.
- Maintain current knowledge related to work activities.
- Send information, materials or documentation.
- Record information from meetings or other formal proceedings.
- Refer customers to appropriate personnel.
- Distribute incoming mail.
- Demonstrates the ability to learn state laws and local ordinances.
- Maintain accurate and timely records, reports and minutes.
- Demonstrate computer skills and knowledge.
- Demonstrate knowledge of land and legal descriptions.
- Ability to handle multiple interruptions and adjust priorities throughout the day.
- Ability to communicate effectively with diverse and sometimes irate individuals.
- Ability to remain calm and work efficiently to situations ranging from routine to emergency.

- Ability to organize, meet deadlines and deal with multiple responsibilities.
- Adhere to standards of confidentiality.

Approved by Human Resource Committee:

Signed: _____ Date: _____

Reviewed by:

Supervisor: _____ Date: _____

Supervisor: _____ Date: _____

Received & Reviewed by:

Employee: _____ Date: _____

Finance Committee Meeting
June 2, 2016

The Finance Committee met Thursday, June 2, 2016 at 6:00 p.m. in the City Hall Conference Room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rachel Sloan, Kathy Wilcox and Dwayne Andrews.

Also present were Fire Chief Gary Warren, Fire Fighter Eric Hartse, Sarah Lewin, and Eddy Kanduch.

Committee Chairperson Galbraith called the meeting to order.

1. **Request of Citizens:**
   None
2. **Review and discussion of ambulance purchase**

Firefighter/Mechanic Hartse explained the best ambulance to purchase would be number 28 on the spreadsheet that was handed out. This is a 2016 4x4 ambulance that would have the power cot system and defibrillator already installed. To refurbish an ambulance the cost would be around 100,000, and a new defibrillator and power cot would need to be purchased and installed at a cost of $30,000- $35,000 each. He felt if ambulance 28 was purchased the other vehicles in the fleet would be able to rotate in less demanding positions would extend the service of their lives.

The committee discussed what direction the City should go. Chairperson Galbraith explained that what is being proposed is the money would be loaned to the Ambulance fund from General Fund. With a 5 year pay back for the $230,000, it would be approximately $46,000 a year. Chief Warren said that amount would be hard to make every year.

Chairperson Galbraith said if the City approved buying a refurbished ambulance, adding the cot and life pac it would cost $201,000. Fire Fighter Hartse said the committee would continue to look for a cheaper cost on a new ambulance but felt new was the way to go. Warranty on a new ambulance is 3-5 years as opposed to no warranty with a refurbished.

The committee felt that the ambulance fund had been in the hole for a long time and did not feel that the Ambulance Fund could make the payments back to General Fund.

Chairperson Galbraith said that the payback for long trips was 87% compared to 61% payback for local service. Committee Member Andrews said he would feel better if he was assured there would be more trips to Billings if the new ambulance was purchased. Fire fighter Hartse said they are limited by equipment and man power. Another ambulance would give us the opportunity to rotate one of the less reliable ones out of

service and give us a better platform to take Billings trips on, but did not feel comfortable saying a new ambulance would increase more trips to Billings.

If the purchase of a new ambulance were to be approved, it would take 2-3 months working with the vendors to get the best product for the best price. Then a lead in time is 200-400 days for manufacture to be completed. Usually a down payment of $50,000-60,000 is asked for; he would need to look into that more.

Committee Member Wilcox said that would mean in 6 months the Ambulance would need $50,000-$60,000 for down payment, but then up to a year to pay for the rest of the ambulance. She thought some money could be put into a pot for the payment during that time.

** *Committee Member Andrews moved to approve the purchase of a four wheel drive ambulance for the amount of $230,000, seconded by Committee Member Sloan.*

Chairperson Galbraith said she felt very uncomfortable spending the $230,000 because the flood study is coming up at a cost of $300,000 and General Fund cash right now is almost down to nothing. She was hoping that a refurbished ambulance could be found and add the power cot and life pac, for a saving of $6,000. If the motion is passed by Council she asked for a packet with all ambulances available before purchase is made. She added that realistically the ambulance purchase would put a big strain on General Fund, so the City needs to go as cheap as it can.

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

3. Review and recommendation on Ambulance Collections

** *Committee Member Galbraith moved to approve sending to collection for the ambulance an amount of $153,725.36, seconded by Committee Member Andrews. The motion **passed** 4-0*

4. Review and recommendation on revising Resolution No. 2989- A Resolution Providing for Procedures to Manage and Monitor Leases of Property Owned by the City of Miles City

Clerk Pearce explained that Carol Hardesty said there is no land in Miles City to compare the price to.

** *Chairperson Galbraith moved to recommend to Council the approval of Resolution No. 2989.* ***The motion failed for lack of a second.***

** *Chairperson Wilcox moved to recommend to Council to approve amending Resolution No. 2989, part 2 Lease Standards, Section C, increasing the cost of square foot for Tracts with Highway 10 and 12 frontage to .04, increasing the rate of tracts with paved road frontage*

to .025 per square foot, and tracts with gravel road frontage to.020 per square foot, seconded by Chairperson Galbraith. The motion ***passed*** *4-0*

5. Review and Recommendation Resolution No. 3923- A Resolution Adopting A City of Miles City Insufficient Funds Policy, and Setting A Public Hearing Thereon

** *Committee Member Wilcox moved to recommend to Council to approve Resolution No. 3923, seconded by Committee Member Sloan.*

Committee Member Andrews thought $30.00 was too much. Clerk Pearce said there are about three people who consistently write nonsufficient checks to the City and the $30.00 is the maximum allowed by the State to charge.

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

6. Review and Recommendation on Bid for Lease of Land- Tract E, Lot 8 in Industrial Site

** *Committee Member Wilcox moved to recommend to Council to approve the bid of $753.75 for Tract E, Lot 8 in Industrial Site, seconded by Committee Member Sloan.*

Mr. Diggins asked that grazing sheep be added to the lease under description of the purpose of the lease. He also asked if installing a well would be approved. Chairperson Galbraith said he needed to talk to DEQ and Director Kelm.

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

7. Adjournment

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

The meeting was adjourned at 7:07 p.m.

Susanne Galbraith, Chairperson **Lorrie Pearce Recorder/City Clerk**

Lorrie Pearce

From: Janel Favero
Sent: Thursday, June 02, 2016 12:41 PM
To: mmctfoa@sympa.montana.edu
Subject: Correction: The MMIA, MLCT and LGC would like to invite you to the 2016 Regional Training/District Meetings

Hello everyone,

I had some misinformation the last time around in my email yesterday, so I'd like to correct it, as well as tell you about our topics – I apologize for any confusion

Save the Date!

MONTANA LEAGUE OF CITIES AND TOWNS

MMIA
MONTANA MUNICIPAL INTERLOCAL AUTHORITY

MONTANA STATE UNIVERSITY
Local Government Center

2016 Regional Training/District Meetings

Presented by the MMIA, MLCT and LGC

The MMIA, MLCT and LGC would like to invite you to the Regional Trainings and District Meetings.

August 23 – Glasgow: VFW Hall, 1222 US **September 14 – Great Falls:** Civic Center

Highway 2 W

August 24 – Glendive: City Hall Training Room, 300 S Merrill

August 25 – Billings: Billings Public Library Community Room, 510 N Broadway

August 30 – Columbia Falls: Fire Hall, 624 1st Ave W.

August 31 – Missoula: Missoula Fire Station #4 3011 Latimer St.

September 13 – Shelby: Comfort Inn, 455 McKinley Ave

Gibson Room, 2 Park Dr S,

September 15 – Lewistown: Fire Hall, 305 W Watson St

September 21 – Butte: Butte Emergency Operations Center, 3619 Wynn

September 22 – Helena: First Interstate Bank, 2021 N Montana Ave

September 23 – Belgrade: Belgrade Fire Training Facility, 95 N Davis

Topics include:

- MMIA Coverage
- 2016 Legislative Priorities
- Code of Ethics
- Basics of Parliamentary Procedure
- Managing Meetings – How to Work with Difficult Personalities

Meetings are from 9:00 - 4:00, lunch will be provided.

Visit MMIA.net to register today!

Janel M. Favero,
Communication Specialist
406-495-7016
Montana Municipal Interlocal Authority
3115 McHugh Dr.
Helena, MT 59602
www.mmia.net

Basic Budget Training

Anyone and everyone interested is invited to attend (mayor, council, interested citizen etc..)
Please let me know if you will be able to attend, what location and how many. A number of the facilities are limited in capacity.

Agenda: (Approx. 4 hours)
-Cover the basics of budgeting, the general process, who and how to get involvement, and tools available
-Go through the standard budget format
-Go through the mill levy determination form and general discussion of what a mill is
-Possibly the very basics of reading an example of a trial balance with revenue and expenditures and budget actual vs budget
-what are reserves, why important and how to determine
-Everyone bring your questions and we will all attempt to answer them

*June 29-Miles City (10AM-3PM) Location: Miles City Community College Room 316 2715 Dickinson St. Miles City Use parking lot near the Admin. Offices

Apparatus Replacement Guideline

Current Apparatus Status

Unit	Year	Mileage	Hours	Reliability	Condition	NFPA 1917 Compliant	DOT/NFPA Service status
Ambulance 20	2005	209,983	Unknown	Poor	Poor	No	In service
Ambulance 22	1995	38,230	Unknown	Poor	Poor	No	Out of service
Ambulance 24	1998	86,891	4101	Poor	Poor	No	Out of service
Ambulance 26	2010	70,971	3392	Good	Good	Yes	In service

Sell

when comma back from run - usually repairs are needed.
is running, but fuel leaks, box is in poor condition - 4000 hrs of Service

10 year-ambulance replacement or refurb projection

Extended Fleet lifespan

One City has now

Unit	Manufactured year	Replacement year	Box condition	Replacement Cost	Remount Candidate	Remount Date	Service life
Ambulance 20	2005	2019	Fair	$160,000	Yes	2019	14 year
Ambulance 26 has Lifepac 15	2010	2022	Good	$130,000	Yes	2022	12 year
Proposed Ambulance 28	2016	2016	New	$230,000 Firm $ w/cot & life pac	Yes	2026	10 year

289,000 Cadillac

Reliable vehicles and equipment are integral to the management equation in emergency services, so the ability to recognize the optimum time to replace these items is vital. Based on the current and projected call volume, as well as previous history of apparatus lifespan, the best cost to benefit ratio places ambulance service life in the 7-10 year range. This 7-10 year replacement program was outlined in Chief Warren's *Master Plan and Guideline*, projected apparatus replacement schedule on page 9 and 10. American Public Works Association (APWA) offers the best example of scoring and ranking apparatus for replacement based on numerical values assigned to each aspect of apparatus life. This is designed to provide managers at all levels with the basic guidelines to determine when and how to replace vital equipment. The APWA matrix is used to determine apparatus replacement based on age, mileage, hours, condition, and severity of service all factored together to determine a numerical score of the vehicle. The numerical score then places the apparatus into one of four categories ranging from Excellent, Good, Qualifies for Replacement, and Needs Immediate Consideration.

10-YEAR REPLACEMENT

Example: Ambulance 20 was the last ambulance purchased new for MCFR, and has currently served the department for 10 years and accumulated over 210,000 miles. At times, A-20 has been used as the primary, secondary, and transport (its current role) ambulance while in service with MCFR. Over the past 3 years, as the frequency of repairs have increased, the cost of ownership (maintenance, repair, and downtime combined) has surpassed the value of the vehicle. However, the ambulance's patient compartment was originally built to specs per MCFR, and this component remains viable and reusable due to quality of construction, integrated features, and an engineered box to meet the needs and requirements of our department.

If MCFR were to purchase a 4x4 ambulance during FY 16 for the price of $230,000 to fill the identified need, the next ambulance that would require immediate attention is A-20. This ambulance is a prime candidate for to be remounted and refurbished, which would reap huge savings to the department. Although most of the current equipment in the ambulance could be transferred to help reduce costs, the age and condition of some equipment precludes transfer to a new ambulance (for example, two cardiac monitors/defibrillators are out of their "useable life" by more than 2 years and will not be serviceable by the manufacturer after September of this year); subsequently, the cost of a new cot system and a new cardiac monitor/defibrillator have been included into the remount price.

In summary, If MCFR was able to purchase a new ambulance for FY 2016, we would be able to rotate our current fleet into less demanding positions within the department, extending their service life. The department would be given a larger time frame to seek out additional funding sources, as well as begin to budget (or save) for the remount of the existing ambulance fleet. Planning for an apparatus savings fund of $52,000 per year for fleet replacement will replace the fleet at the listed dates and begin to allow the department to maintain the replacement rotation and continue to meet the needs of Miles City and Custer County.

Patient Collections Report

Date 05/24/2016
Time 11:29:04
History ID 22879455

All Companies

MCFR COLLECTION ACCOUNTS H

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

Grand Totals:

Total Patient Accounts on Report:	173
Total Calls on This Report:	247
Total Account Balances For This Report:	$157724.60

glw

Public Hearing

&

unfinished Business

RESOLUTION NO. 3923

A RESOLUTION ADOPTING A CITY OF MILES CITY INSUFFICIENT FUNDS POLICY, AND SETTING A PUBLIC HEARING THEREON.

WHEREAS, the City of Miles City finds it to be in the best interest of its operations and citizens to allow citizens to make payment to the City by checks and ACH payment, and requires an updated police regarding the handling of insufficient funds payments to the City;

AND WHEREAS, the City is required to hold a public hearing prior to implementing a policy establishing fees, such as the administrative fee called for in the proposed policy;

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

1. The City of Miles City Insufficient Funds Policy, attached hereto as Exhibit "A," is hereby approved and adopted by the City Council.

BE IT FURTHER RESOLVED that a public hearing shall be held on said policy on the 14th day of June, 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, pursuant to §7-1-4128 MCA, 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 14th day of June, 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 28th day of June, 2016.

_____
JOHN HOLLOWELL, Mayor

ATTEST:

_____
Lorrie Pearce, City Clerk

EXHIBIT A

CITY OF MILES CITY **POLICY & PROCEDURES**	Effective Date:	June 28, 2016
	Last Revised:	

Insufficient Funds Policy

RESOLUTION # 3923

POLICY STATEMENT: This policy is to help guide City staff and the general public regarding the handling of insufficient funds payments, including but not limited to checks, electronic payments, and automated clearing house (ACH) transactions.

PROCEDURE: The following rules and procedures shall be used by staff when dealing with returned payments on all utility accounts, service connection fees, and any other payment tendered to the City of Miles City.

1. Upon receiving notice from the City of Miles City's financial institution that payment cannot be processed as a result of insufficient funds, the following procedure shall be followed:

a. The City will make reasonable effort to provide 48 hours notice of the insufficient funds payment to the customer. Said notice may include a phone call, a notice hung on the customer's door, or other reasonable means. Such notice, or attempted notice, is a courtesy to the Customer, and shall not be required by the City.

b. If timely payment is not made to the City of Miles City's financial institution by the Customer, the City Treasurer will buy back the check from the financial institution. The Customer will then be charged a $30.00 Administrative fee, which will be invoiced to the customer by the City Clerk. The insufficient funds payment will be treated the same as nonpayment, and the City will follow appropriate policies for termination of services, collection of debt, or other applicable policies related to such nonpayment.

c. If a Customer has had previous instances of issuing insufficient funds payments to the City, the City reserves the right to contact the Customer's financial institution to verify that funds are available prior to accepting or processing any check, electronic payment, or ACH transaction.

d. If a Customer has three insufficient funds payments tendered to the City within a one year period, regardless of whether payment is made prior to an

administrative fee being assessed, the Customer will be notified that the only acceptable means of payment to the City will be by cash, cashier's check, money order, or credit card. After a period of one year with no defaults on City accounts, this restriction shall be lifted. Any attempt during said period of restricted payment by the Customer to tender payment to the City by any means other than cash, cashier's check, money order, or credit card, shall be refused by the City and returned to the Customer, and shall be treated as nonpayment.

New Business

RESOLUTION NO. 3928

A RESOLUTION APPROVING AN AGREEMENT WITH UNIVERSAL BLOWER PAC, INC., FOR GOODS AND SPECIAL SERVICES PERTAINING TO THE MILES CITY WASTEWATER IMPROVEMENTS PHASE II PROJECT.

WHEREAS, the City of Miles City solicited bids for aerobic digestion and membrane blowers as part of the Miles City Wastewater Improvements Phase II project, and has accepted the bid submitted by Universal Blower Pac, Inc.;

AND WHEREAS, the City of Miles City wishes to enter into an Agreement with Universal Blower Pac, Inc., setting for the obligations of the parties related thereto;

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

1. The Agreement between the City and Universal Blower Pac, Inc., for goods and special services related to the delivery of aerobic digestion and membrane blowers, as set forth in Exhibit "A", attached hereto 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.

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.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 14th DAY OF JUNE, 2016.

_____
John Hollowell, Mayor

ATTEST:

_____
Lorrie Pearce, City Clerk

EXHIBIT A

AGREEMENT

THIS AGREEMENT is by and between City of Miles City ("Buyer")
and Universal Blower Pac, Inc. ("Seller").

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows: Miles City Wastewater Improvements Phase II-2016 Equipment Procurement, Schedule Three: Aerobic Digestion and Membrane Blowers

ARTICLE 3 – ENGINEER

3.01 The Contract Documents for the Goods and Special Services have been prepared by Robert Peccia and Associates ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller's furnishing of Goods and Special Services.

ARTICLE 4 – POINT OF DESTINATION

4.01 The Point of Destination is designated as: *Miles City Wastewater Treatment Facility unless Buyer notifies Seller otherwise. In any case delivery will be within the confines of Miles City, MT.*

ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

5.02 *Milestones*

A. *Date for Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's

review and approval within 21 days of the issuance of the Notice to Proceed. It is the intent of the parties that (1) Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days of Seller's submittal of such Shop Drawings and Samples; and (2) resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.

B. *Date for Delivery of Goods:* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery within 98 days from the date of Approved Submittals.

5.03 *Buyer's Final Inspection*

A. Days to Achieve Final Inspection: Buyer shall make a preliminary inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions within 10 days after Buyer's acknowledgement of receipt of delivery of the Goods and Seller's completion of furnishing Special Services, if any.

5.04 *Liquidated Damages*

A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer $ 500.00 for each day that expires after the time specified in Paragraph 5.02.B for delivery of acceptable Goods.

ARTICLE 6 – CONTRACT PRICE

6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:

A. A Lump Sum of $ 174,219.00. (To paid out in accordance with Article 7 herein).

ARTICLE 7 – PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payment*

A. Seller shall submit Applications for Payment in accordance with Section 8 of the Special Provisions. Applications for Payment will be processed by Engineer as provided in the Special Provisions.

7.02 *Progress Payments*

A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment. Application for Payment submitted in accordance with Section 8 of the Special Provisions, payments shall be as follows:

B. There shall be three (3) progress payments based upon 1) Insurance, Bonding and Submittals 2) Manufacturing and Delivery 3) Final Payment which includes Startup, Testing, and Training. A payment of up to 10% of the contract price will be allowed once Bond and Insurance Certificates and Submittals have been received and approved. A payment of up to 80% of contract price (increasing total payments to 90% of Contract Price) will be allowed once the materials and equipment are delivered, inspected and approved by the Engineer and/or Buyer. A Final Payment less any liquated damages and reimbursable engineering expenses will be allowed once manufacturer's startup, testing and operator training has occurred, and corrective work that may be warranted has been completed. The Final Application for Payment may only be submitted after the Engineer has signed the Certificate of Substantial Completion and all punch list items have been addressed as described in Supplementary Condition 18.

ARTICLE 8 – INTEREST

8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER'S REPRESENTATIONS

9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.

B. If required by the Bidding Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress, or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be

installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.

C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.

D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.

E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.

F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages _1_ to _8_, inclusive);

2. Performance Bond (pages _1_ to _4_, inclusive);

3. Payment Bond (pages _1_ to _4_, inclusive);

4. Other bonds

   a. _____ (pages ___ to ___, inclusive);

   b. _____ (pages ___ to ___, inclusive);

   c. _____ (pages ___ to ___, inclusive);

5. General Conditions (pages _1_ to _31_, inclusive);

6. Supplementary Conditions (pages _1_ to _14_, inclusive);

7. Specifications as listed in table of contents of the Project Manual;

8. Drawings, consisting of a cover sheet and sheets numbered __1__ through __5__, inclusive, with each sheet bearing the following general title: Wastewater Improvements Phase II

9. Addenda (Numbers __1__ to __1__, inclusive);

10. Exhibits to this Agreement (enumerated as follows): Not Applicable

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed;

    b. Change Order(s);

    c. Work Change Directive(s).

B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 10.

D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 *Seller's Certifications*

A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.06 *Limitations*

A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against

the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, on the day and year first written above

CITY OF MILES CITY

_____

UNIVERSAL BLOWER PAC, INC.

Ray Fuller

Representative PRESIDENT

ATTEST:

_____

APPROVED AS TO FORM:

_____

STATE OF MONTANA)
:SS,
MILES CITY)

On this ____ day of _____, 2016, before me, _____ _____, a Notary Public for the State of Montana, personally appeared _____and _____, known to me to be the _____ and _____ _____, respectively, of the City of Miles City, a municipal corporation and political subdivision of the State of Montana, and acknowledged to me that they executed the written instrument on behalf of said municipal corporation.

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

_____
PRINTED NAME_____
NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT_____
MY COMMISSION EXPIRES_____

RESOLUTION NO. 3929

A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEEN THE CITY OF MILES CITY AND JAMES DIGGINS, LOCATED WITHIN THE INDUSTRIAL SITE OWNED BY MILES CITY, MONTANA.

WHEREAS, the City of Miles City solicited bids for the lease of certain Industrial Site property, has awarded said lease to James Diggins, hereinafter "Tenant," for certain real property located in Custer County, Montanan, to wit:

Lot 8 of Tract "E" of the Industrial Site west of Miles City, Montana, containing 35,175.89 square feet, more or less.

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

The City Council hereby authorizes and approves the terms and condition of the Lease Agreement between the City of Miles City, and James Diggins, attached hereto as Exhibit "A", and made a part hereof, and hereby authorizes the Mayor of the City of Miles City to execute such lease and bind the City of Miles City thereto and to perform the terms and conditions of such lease.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY AN AFFIRMATIVE VOTE OF 2/3 OF THE MEMBERSHIP OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14th DAY OF JUNE, 2016.

_____
John Hollowell, Mayor

ATTEST:

_____
Lorrie Pearce, City Clerk

EXHIBIT A

LEASE AGREEMENT

THIS AGREEMENT, made entered into this _____ day of ____, 2016, by and between the **CITY OF MILES CITY, MONTANA,** a Montana municipal corporation, of 17 S. Eighth Street, Miles City, Montana 59301, hereinafter referred to as the "*CITY*" and James Diggins, of 107 North Center, hereinafter referred to as "*TENANT*".

RECITALS:

WHEREAS the CITY owns certain real property located in the "Industrial Site" West of the City of Miles City, Montana, more particularly described as follows:

> Track E, Lot 8 of the Industrial Site, Custer County, Montana, containing approximately 35,175.89 square feet, more or less;

AND WHEREAS it is the desire of TENANT to lease the above described Leasehold for a term of (5) years, **together with a one-time option to renew for an additional five (5) year term.**

AND WHEREAS CITY is agreeable to providing such five (5) year term lease, together with a one-time option to renew for an additional five (5) year term, upon the Leasehold under the following terms and conditions;

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

I. AGREEMENT

The CITY, for and in consideration of the rents to be paid and the covenants to be performed by TENANT, does hereby demise, lease, and let unto TENANT the real property located in the Industrial Site and more particularly described as follows:

Track E, Lot 8 of the Industrial Site west of Miles City, Montana, containing approximately 35,175.89 square feet, more or less, hereinafter "*Leasehold*".

II. INITIAL TERM

The term of this Agreement shall be for a period of five (5) years, beginning on July 1, 2016 and expiring at midnight on June 30, 2022, hereinafter, "*the initial lease term*", subject to the option in TENANT to renew this lease as provided for in Article IV of this lease).

III. RENTAL

The initial annual rental for the initial lease term shall be the following:

807 Acres containing 35,175.89 sq. ft. for a total rental of seven hundred fifty three and 75 Dollars ($753.75) per year. Payments for the first year of this agreement shall be paid upon contract execution date. A prorated amount of $33.04 shall be received before July 1, 2016. Payments in subsequent years shall be due and payable in advance on July 1st of each subsequent year of the lease term, commencing July 1, 2016 through June 30, 2022.

THE FOLLOWING SECTION IS SUBJECT TO THE RECOMMENDATION OF THE FINANCE COMMITTEE AND THE WILL OF THE CITY COUNCIL:

IV. OPTION TO RENEW.

TENANT shall have the one-time option to renew this lease for a single additional five (5) year term. Such option is available only during the initial term of the lease and is not further available upon exercise of the option to renew. To exercise this option, at least sixty (60) days prior to the date of expiration of the initial lease term, TENANT, shall notify CITY, in writing, as to TENANT'S exercise of this option to renew this lease for one additional term of five (5) years from and after the date of expiration of the initial lease term. Such renewal shall be under the same terms and conditions as for the initial term with the exception that the annual rental shall be the sum of eight hundred twenty nine and thirteen Dollars ($829.12) per year; **(10 % OF THE ORIGINAL RENTAL TERM)**

If TENANT fails to serve upon CITY its written exercise of TENANT'S right to renew prior to such sixty (60) day period, then this Lease shall terminate upon its original termination date and all rights and obligations of TENANT hereunder shall forever cease, other than TENANT'S indemnity obligations under Sections V (I) and (K), which shall survive the termination of this lease.

V. RESPONSIBILITIES OF THE TENANT

TENANT does hereby acknowledge, covenant and agrees as follows:

A. <u>Purpose.</u>

TENANT desires to lease the premises described above for the following general purposes:

Build some greenhouses, raise garden, calves and sheep

TENANT agrees to use the premises for the stated purpose and the stated purpose only, and covenants that it will not use or occupy said premises, or allow the same to be used or occupied, for any unlawful purpose or any purpose deemed extrahazardous on account of fire or otherwise.

B. <u>Compliance with Laws.</u>

TENANT shall comply with, conform to, and obey all present and future laws, ordinances, rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises.

C. Independent Investigation.

TENANT acknowledges that it has carefully examined and inspected the premises and improvements and it is fully familiar and acquainted therewith, and agrees to accept the same in their present conditions, and that it is not leasing the premises because of any warranty, representation, information or promises made by the CITY or anyone acting for or on behalf of the CITY, which are not specifically set forth in this Agreement.

D. Maintenance.

TENANT agrees to keep the premises and improvements thereon in good repair and upkeep, reasonable wear and tear alone excepted, and further agrees neither to permit nor cause any waste on the property, or with respect to any improvements thereon. Tenant shall keep the premises in a clean and orderly condition and not allow accumulations of junked or inoperable automobiles, trucks, farm equipment, or scrap upon the premises.

E. Improvements to Remain.

Within sixty (60) days immediately following the expiration of this lease, the TENANT shall remove any improvements located on the leasehold and shall restore, at TENANT'S expense, the leasehold premises to level with the adjoining property and in a debris free condition. If inclement weather during such sixty (60) day period delays such removal and restoration, CITY shall provide TENANT with a reasonable time, not to exceed an additional sixty (60) days in which to remove the improvements and restore the leasehold. If TENANT fails to remove such improvements within such sixty (60) day period, CITY, at its option, may (1) cause the removal of such improvements and restoration of the leasehold premises to be done and shall be entitled to recover all costs and expenses of such removal and restoration from TENANT or (2) may retain all such improvements as property of CITY without compensation to TENANT. Provided, however, that upon termination of the Lease, TENANT, within such same sixty (60) day period, shall have the right to sell the improvements upon the Leasehold to a successor tenant.

In the event that any financial institution holds a security interest upon any of the improvements hereon, then, in the event of termination of this lease, whether by expiration of term or uncured default, the financial institution holding such security agreement shall be allowed to remove any improvements upon which it holds a security interest within the times provided for the TENANT to remove improvements, as set forth in the first paragraph of this subsection.

F. Right to Inspect.

The CITY or the CITY'S authorized agents shall have the right to enter upon the premises after written notice and during normal business hours, in order to inspect and determine whether TENANT is in compliance with the terms of this Agreement.

G. Utilities.

TENANT agrees to pay for the use and maintenance of all utility services on the premises, including gas, electricity, telecommunications, water, sewer and solid waste disposal, if applicable.

H. Taxes and Assessments.

TENANT shall pay any and all taxes and assessments which may by lawfully levied against TENANT'S occupancy or use of the premises or any improvements thereon as a result of TENANT'S occupancy.

I. Indemnification.

TENANT shall indemnify and hold the CITY harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of TENANT, its agents, employees or customers, and TENANT hereby agrees to indemnify and hold harmless the CITY for any such loss or damage. The obligations hereunder shall survive the termination of this lease.

J. Insurance.

TENANT agrees to maintain with a good and reputable insurance company a policy of fire and extended coverage insurance covering the improvements on the premises involved herein to the maximum insurable value, and said policy of insurance shall have a loss-payable clause specifically naming and covering the interests of the CITY. TENANT further agrees to carry minimum liability insurance in the amount of ONE MILLION AND NO/100THS DOLLARS ($1,000,000.00) each accident, and to carry Worker's Compensation Insurance as required by the laws of the State of Montana. TENANT shall provide evidence of such current and valid insurance upon approval of this lease by the Miles City City Council and, thereafter, upon demand by the lease administrator of the CITY.

K. Environmental Warranty.

TENANT warrants and agrees to neither cause nor allow to be caused any release of hazardous substances from, into, or upon the premises, nor to cause or allow to be caused any contamination by hazardous waste or substances with respect to the premises, and that, when applicable, TENANT shall comply with all local, state and federal environmental laws and regulations.

TENANT agrees to indemnify, defend and hold harmless the CITY, its employees, agents, members, successors and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorneys and other fees, arising out of, or in any way connected to, any condition in, on or of the property, that is caused or allowed to be caused by TENANT, its agents, employees or customers. Such duty of indemnification shall include, but not to be limited to, damage, liability or loss pursuant to all local, state and federal environmental laws and regulations, strict liability and common law. The obligations hereunder shall survive the termination of this lease.

TENANT shall not be responsible under this Section for preexisting environmental hazards, if any.

L. Compliance with ADA.

TENANT agrees to comply with the Americans with Disabilities Act as the same may apply to TENANT.

M. Non-Discrimination.

TENANT hereby agrees that the premises not be used in any manner that would discriminate against any person or persons on the basis of sex, age, physical or mental handicap, race, creed, religion, color, or national origin.

VI. ASSIGNABILITY OF INTEREST

TENANT shall not assign this Lease, nor sublet the premises, nor any part thereof, without the prior written consent of the CITY, which consent shall not be unreasonably withheld. No permitted sublease shall release TENANT from its obligations under this Lease.

VII. DEFAULT

If TENANT shall at any time be in default in the payment of rent due hereunder, or in the performance of any of the covenants or provisions of this Lease, and TENANT shall fail to remedy such default within thirty (30) days after receipt of written notice thereof from the CITY, then it shall be lawful for the CITY to enter upon the premises, and again repossesses and enjoy the same as if the Lease had not been entered into, and thereupon this Lease and everything herein contained on the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from TENANT all rent due up to the time of such entry. In the case of such default and entry by the CITY, the ownership of any and all improvements on the premises shall vest in the CITY (if the same shall not have already vested), and the CITY may relet the premises for the remainder of TENANT'S term for the highest rent obtainable and may recover from TENANT any deficiency between the amount so obtained and the rent due hereunder from TENANT. If the default is in the performance of any of covenants or provision of this Lease, other than failure to timely pay the rental called for herein, and, by the nature of the default, it cannot

reasonably be cured within a thirty (30) day period, so long as TENANT commences and diligently pursues a cure of such default promptly within the initial 30 day cure period, then TENANT shall have a further reasonable time to complete such cure, not to exceed an additional sixty (60) days after the expiration of the initial thirty (30) day cure period. Payments not received by the City within 30 calender days of the annual due date shall be subject to a late fee at a rate of 10% per annum.

VIII. MISCELLANEOUS PROVISIONS

If is further mutually understood and agreed as follows:

A. Notice.

Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Notice shall be deemed complete when deposited in a United States Post Office addressed to the tenant with proper postage attached.

B. Oral Modification Prohibited.

No modification or alteration of this Agreement shall be valid unless evidenced by a writing signed by the parties hereto.

C. Attorneys Fees and Costs.

Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing this Agreement or any provision hereunder, or protecting it's rights and interest hereunder, the other or unsuccessful party shall reimburse the prevailing party upon demand.

D. Binding Effects.

This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under TENANT in violation of the provisions hereof shall vest in the assignee(s) any right, title, or interest whatsoever.

E. Time of the Essence.

Time is the essence of this Agreement and all obligations of this Agreement shall be performed on or before the dates set forth herein.

F. Incorporation of Recitals.

The Recitals set forth above are incorporated into the terms and conditions of this Agreement and made a part hereof by reference.

G. Executed Copy.

Each of the parties hereby acknowledges receiving an executed copy of this Agreement.

H. Interpretation.

This Agreement shall be governed and construed in all respects according to the laws of the State of Montana.

I. Contingent Upon Approval of City Council.

This Agreement shall not become effective until a resolution approving this lease has been adopted by the affirmative vote of two-thirds of the membership of the City Council of the City of Miles City, pursuant to §7-8-4201(2) MCA.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the date and year first hereinabove written.

CITY OF MILES CITY

By: _____
ITS MAYOR

ATTEST:

_____
CITY CLERK

TENANT:

James Diggins

By: _____
(title of authorized signer or name if individual)

STATE OF MONTANA)
: SS.
COUNTY OF CUSTER)

This instrument was acknowledged before me on the ____ day of ____, 2016 by _____ in his capacity as Mayor of the City of Miles City, Montana, a Montana municipal corporation.

_____

_____
(Printed name of notary)
Notary Public for the State of Montana
Residing at Miles City, Montana
My Commission expires:_____/_____/

(Notarial Seal)

STATE OF MONTANA)
: SS.
COUNTY OF CUSTER)

This instrument was acknowledged before me on the ____ day of _____, 2016 by _____ in his capacity as the Tenant.

_____

_____
(Printed name of notary)
Notary Public for the State of Montana
Residing at Miles City, Montana
My Commission expires:____/_____/

(Notarial Seal)

RESOLUTION NO. 3930

A RESOLUTION PROVIDING FOR PROCEDURES TO MANAGE AND MONITOR LEASES OF PROPERTY OWNED BY THE CITY OF MILES CITY

WHEREAS, the City of Miles City owns various lands, facilities and improvements;

AND WHEREAS, the City desires to lease these lands, facilities and improvements for the benefit of the general community, to provide for appropriate area for the location of industrial businesses and similar entities, to manage special use properties, and to generate appropriate public revenues therefrom;

AND WHEREAS, the City Council of the City of Miles City desires to establish procedures to monitor and manage such various leases;

AND WHEREAS, the City of Miles City desires to establish a fair and consistent policy with which to administer the leasing of such lands, facilities and improvements;

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

1. **Lease Administrator.** The Mayor shall designate a lease administrator to administer the leasing of City owned property, including, but not limited to, the Industrial Site tracts. The lease administrator shall have the following responsibilities:

   a. develop and maintain a record of each leased property containing, at a minimum:
      (1) an appropriately signed and acknowledged standard form of lease together with a copy of the resolution of the City Council approving such lease;
      (2) a legal description of the leased parcel;
      (3) a map of the leased parcel;
      (4) proof of insurance in compliance with the lease;
      (5) a listing of City services provided to the property;
      (6) a brief description of the use for which the property was leased;
      (7) the full name, address and telephone number of the current lessee;
      (8) any approved assignments of the lease together with a copy of the resolution of the City Council approving such assignment;
      (9) all correspondence associated with the parcel including all notices of lease violations;
      (10) all inspection reports as to compliance with lease terms by lessee;
      (11) an historical record of lease payments upon the parcel;

   b. serve as the single point of contact for current leaseholders and for lessees desiring to lease City property;

   c. develop and present to the City Council an annual lease status report and recommendations as to changes in leases or lease policies;

   d. conduct on-site inspections of leased tracts at least annually to verify compliance with lease terms, use for stated lease purpose, occupancy and use by named lessee or approved assignee, condition of leased property, proof of complying insurance,

and any environmental degradation; and

e. such other and further duties and responsibilities as the Mayor or Council may assign from time to time.

2. **Lease Standards**. Leases granted by the City of Miles City shall comply with the following general standards, unless expressly except by action of the City Council:

a. The term of the lease shall be for a period between one to five years. Renewable leases shall be permitted. Leases with terms greater than five years or with renewal options beyond five years shall include an inflation escalation clause increasing the annual rental by ten percent (10%) per five year term, assessed at five year intervals.

b. The termination dates for leases shall be set for June 30, to coincide with the City's fiscal year. The first year of a lease shall require prorated rentals through June 30 of the subsequent year, due upon commencement of the lease, and subsequent rentals shall be for annual periods from July 1 to June 30, payable in advance on July 1 of each year of the lease term.

c. The minimum base rate for new Industrial Site leases shall be established from time to time by the City Council. Industrial Site leases entered into during and subsequent to FY 2016-2017 shall utilize the following minimal rentals:

Tracts with Highway 10 & 12 frontage $.04 per square foot per year
Tracts with paved road frontage $.025 per square foot per year
Tracts with gravel road frontage $.020 per square foot per year

Rates above these minimal base rates may be charged based on the cost of city services or city owned improvements provided as part of the lease.

Rates for leases of City owned property outside of the Industrial Site will be evaluated on a case by case basis.

d. Lease may provide special considerations for lessee investment in tract cleanup, land surface improvements, or improvements to city service systems.

e. Governmental entities, or nonprofit corporations that are determined to be of special benefit to the greater Miles City community, may receive more favorable lease terms or lease rental rates. Any nonprofit entity seeking such benefits shall file with the Lease Administrator a copy of its IRS tax exempt determination and any determination by the IRS that such entity qualifies as a charity.

f. Leases shall prohibit assignment and subleasing unless prior written approval is obtained from the City Council. If a Lessee desires to eliminate or modify these standards and the Council is agreeable, then the rental provisions may be revised upward from the minimal base rates, or other provisions for rental adjustment may be included in the lease to assure that the City is receiving fair market value for the leasehold.

3. **Minimum Documentation for New Leases**. New applications to lease City property,

or requests to modify improvements on existing leases, or requests to change the use of existing leases must submit documentation in support of the proposal. At a minimum, the documentation shall include:

a. Legal description of the property;

b. Brief description of the intended use or changes in existing use to the property;

c. Plot plan showing multiple uses, if any;

d. Scaled site plan showing:

   (1) all existing and proposed improvements, both permanent and temporary;

   (2) engineering plans for new improvements or modifications to existing improvements;

   (3) existing and proposed utilities; and

   (4) site drainage.

e. Description of any extraordinary requirements for physical access, security, water, sanitary sewer, waste storage or disposal or other public utility or environmental need;

f. Listing of federal, state, and local permits required for construction or operation;

g. Proposals to amend boundaries of existing parcels must be surveyed at the applicant's expense;

h. Site preparation for new leases will be the responsibility of the applicant;

i. Applicants claiming a public benefit resulting from the proposed use of the property must submit credible evidence of that benefit. Public benefit includes, but is not limited to, public safety, environmental protection, economic development and public use.

4. **Variation from Standards.** The above standards are intended as general guidelines for the Lease Administrator and potential lessees. Nothing herein shall preclude the approval by the City Council of a lease that varies from the above standards should the Council determine that such lease is in the best interests of the City.

5. **Effective Date.** This Resolution shall become effective July 1, 2016.

SAID RESOLUTION FINALLY PASSED AND ADOPTED AS AMENDED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14th DAY OF June, 2016.

_____ Attest: _____

Mayor City Clerk

RESOLUTION NO. 3931

A RESOLUTION AUTHORIZING EXTENSION OF CITY WATER MAIN TO SERVE TRACT X SECTION 5, WITHIN TOWNSHIP 7 NORTH, RANGE 47 EAST, CUSTER COUNTY.

WHEREAS, the Code of Ordinances of the City of Miles City, Montana, Section 23-34, requires City Council approval prior to extending City water main lines;

AND WHEREAS, Miles Community College has requested approval for the extension of City water main lines to serve Tract X, in Section 5 of Township 7 North, Range 47 East, M.P.M., located within Custer County, Montana. (Reference: Geocode 14-1640-05-1-03-01-0000)

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

1. The City hereby approves the extension of the City water main line as depicted in the attached Exhibits "A" and "B," extending service to Tract X, in Section 5 of Township 7 North, Range 47 East, M.P.M., located within Custer County, Montana. (Reference: Geocode 14-1640-05-1-03-01-0000)

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14th DAY OF JUNE, 2016.

_____

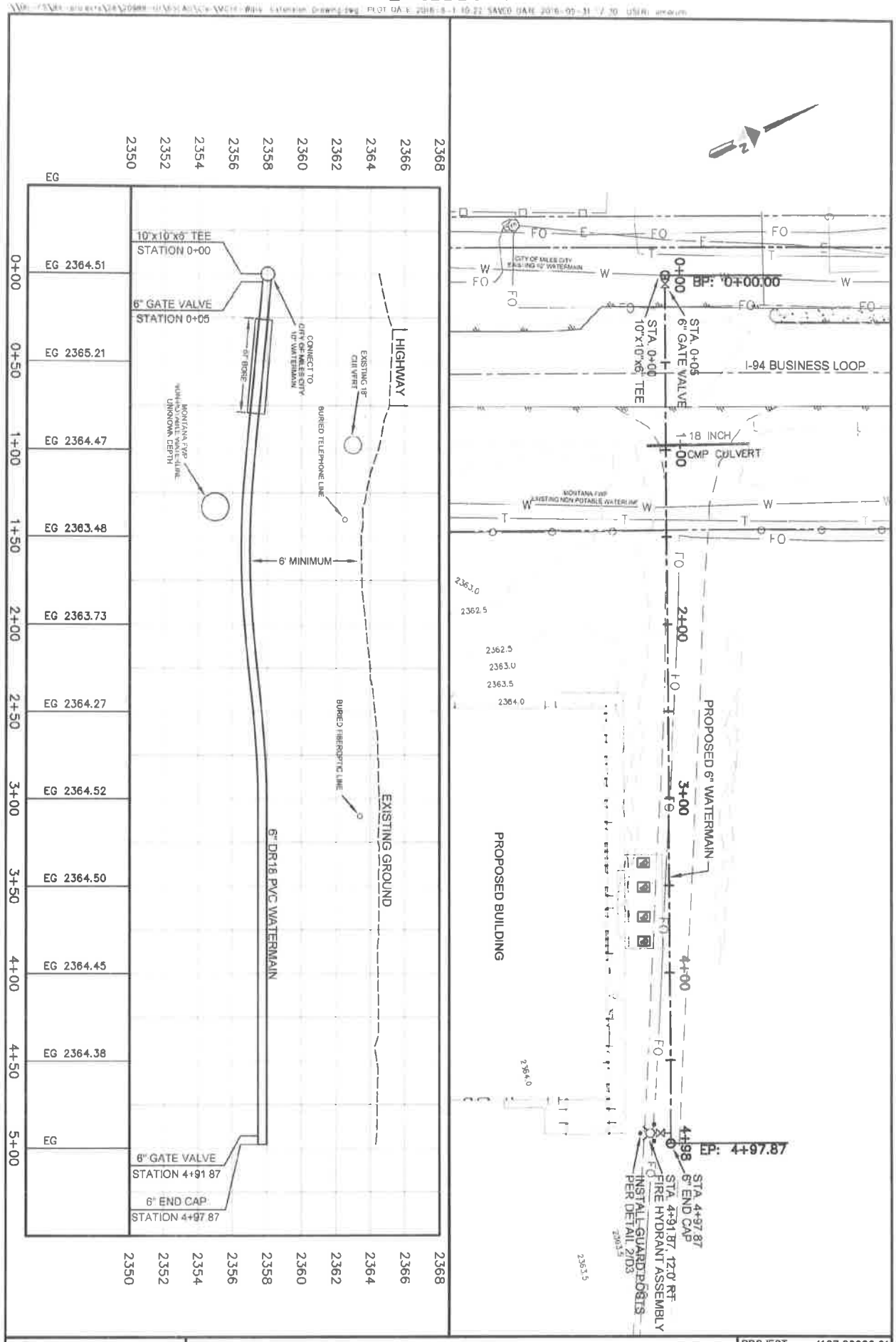
John Hollowell, Mayor

ATTEST:

_____

Lorrie Pearce, City Clerk

EXHIBIT A



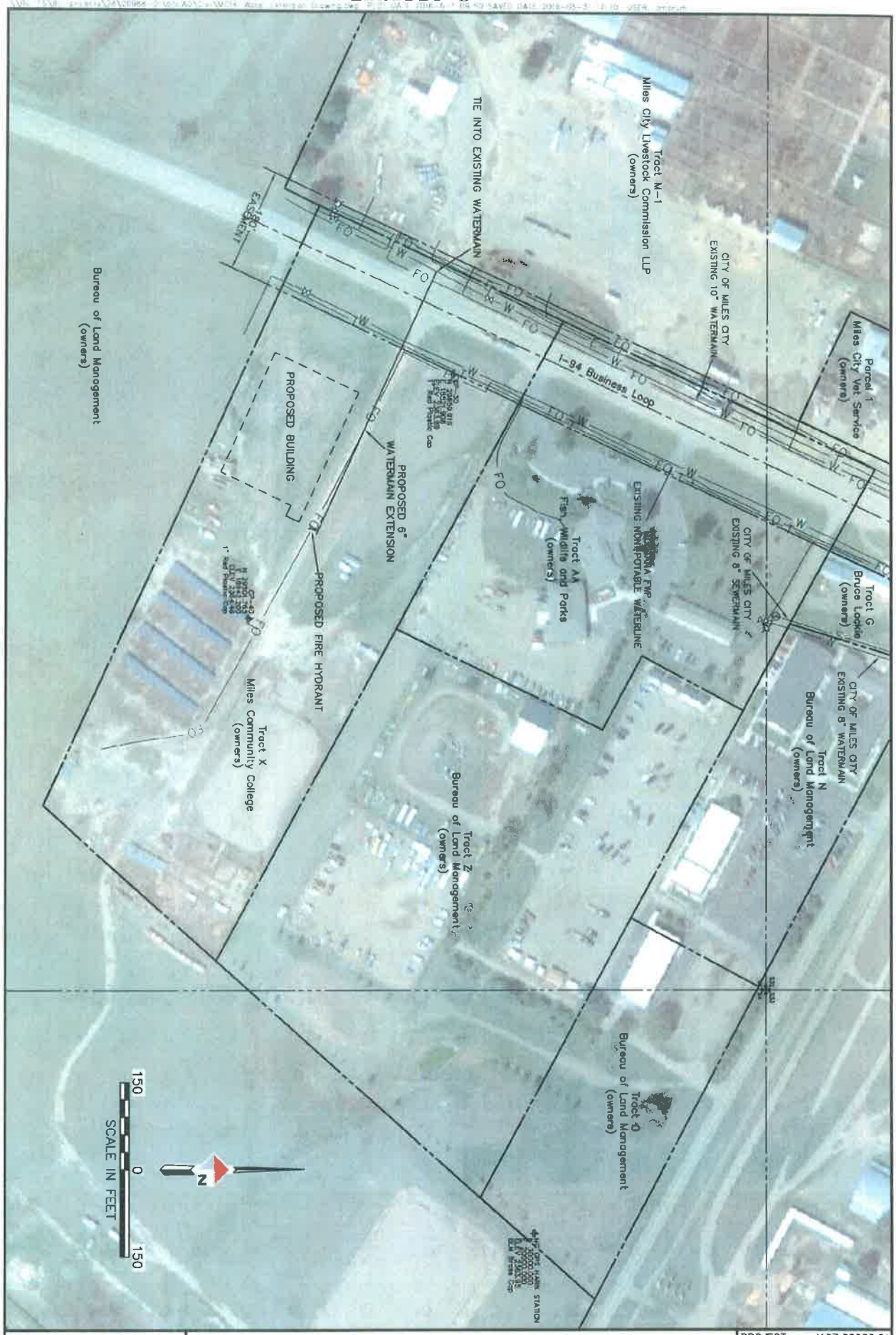
DOWL
www.dowl.com
713 Pleasant Street
Miles City, Montana 59301
406-234-6666

AG ADVANCEMENT CENTER WATERLINE
PLAN & PROFILE SHEETS

PROJECT	4127.20988.01
DATE	5/31/2016

SHEET PP-1

EXHIBIT B



DOWL
www.dowl.com
713 Pleasant Street
Miles City, Montana 59301
406-234-6565

AG ADVANCEMENT CENTER WATERLINE
OVERALL WATERLINE WITH LANDOWNERS

PROJECT	4127.20988.01
DATE	5/31/2016

SHEET OV-1

RESOLUTION NO.

A RESOLUTION PURSUANT TO §16-48 OF THE MILES CITY CODE OF ORDINANCES, ESTABLISHING DATES, TIMES AND LOCATIONS FOR DISCHARGE OF FIREWORKS WITHIN THE CITY LIMITS FOR THE YEAR 2016

WHEREAS, §16-48 of the Miles City Code of Ordinances permits the City Council to establish special times and places at which fireworks may be discharged within the city limits of the City of Miles City;

AND WHEREAS, the City Council desires to establish certain locations and certain times and dates at which fireworks may be discharged within the city limits during the 4th of July holiday period in 2016;

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

1. The discharge of fireworks shall be allowed between the hours of 10:00 a.m. and 10:00 p.m. on Sunday, July 3, 2016, 10:00 a.m. and midnight on Monday, July 4, 2016, and 10:00 a.m. and 10:00 p.m. on Tuesday, July 5, 2016 only at the following locations within the City of Miles City, to-wit:

   Bender Park, Riverside Park, Jaycee Field, Tedesco Field

2. Non-aerial fireworks, being those fireworks which do not project themselves into the air, or fire projectiles into the air, shall be allowed within the City limits on Monday, July 4, 2016, but shall not be allowed on any other day except on the days and places hereinbefore designated.

3. All fireworks so discharged shall comply with all State of Montana and federal regulations.

4. The discharge of fireworks within the city limits, or upon any property of the City of Miles City, on any other dates, at any other times, or at any other locations is prohibited and such prohibition shall be enforced by the Miles City Police Department.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 28rd DAY OF JUNE, 2016.

_____

John Hollowell, Mayor

ATTEST:

Claims

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
126056	77371S	999999 MARIC SALES, LLC	2,020.77								
1		12802 05/04/16 Cleaning Nozzel w/ ceramic Ins	2,020.77		21750	5310	31	430630	230		101000
126095	77372S	872 EASTERN MONTANA IND	325.00								
1		006501 04/30/16 Cleaning Contract	325.00		20568	2220	16	460100	360		101000
126097	77373S	4001 CRITELLI COURIERS, INC.	277.00								
1		6833B 04/05/16 Book Crate Delivery	277.00		20569	2880	39	460100	311		101020
126116	77374S	2865 DEPT OF ENVIRONMENTAL QUALITY	550.00								
1		5R1601223 04/21/16 WW and Drinking Water Renew	135.00		20979	5210	22	430530	334		101000
2		5R1601223 04/21/16	135.00		20979	5210	80	430540	334		101000
3		5R1601223 04/21/16	280.00		20979	5310	33	430640	334		101000
126130	77375S	1361 INTERSTATE ENGINEERING	24,116.40								
1		27090 05/04/16 Transportaion PLan	24,116.40		15989	1000	36	411020	350		101000
126200	77376S	4013 SOLESTONE REIMB SERVICES	2,557.12								
1		7787 05/02/16 Ambulance Billing	2,557.12		21563	5510	10	420730	350		101000
126224	77377S	999999 ELEANOR P. LAVIN	200.00								
1		10134 05/02/16 Mental Health Consult	200.00*		21845	1000	5	420140	350		101000
126252	77378S	3039 UTILITIES UNDERGROUND LOCATION	354.90								
1		6045086 04/03/16 Locates	83.72*		21763	5210	23	430550	350		101000
2		6045086 04/03/16	83.72		21763	5310	31	430630	350		101000
3		6055086 05/31/16 May Locates	93.73*		21776	5210	23	430550	350		101000
4		6055086 05/31/16	93.73		21776	5310	31	430630	350		101000
126253	77379S	285 BADLANDS, INC.	67.50								
1		BC19990 02/04/16 Cab fare Vol J Hart	67.50		19990	2985	15	450330	379		101000
126351	77380S	3292 MONTANA AIR CARTAGE	74.24								
1		546627 04/04/16 Deliver to Energy Lab	37.12		20977	5210	80	430540	352		101000
2		579277 05/06/16 Freight on Door	37.12*		21775	5210	23	430550	350		101000
126369	77381S	2166 MUNICIPAL CODE CORP	790.00								
1		00270391 05/16/16 Annual Web Host	790.00		21428	1000	3	410500	360		101000
126374	77382S	999999 LORRIE PEARCE	198.60								
1		TEV21429 05/20/16 Clerk Training	198.60		21429	1000	3	410500	370		101000

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

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
126378	77383S	999999 LINDA WILKINS	192.30								
1		TEV21430 05/20/16 Clerk Training	192.30		21430	1000	3	410500	370		101000
126380	77384S	999999 INSTRUMENT & SUPPLY WEST, INC.	701.66								
1		0002699-IN 04/29/16 Seal kit and Tube	701.66		20971	5210	80	430540	230		101000
126383	77385S	1120 GLADER ELECTRIC CO	11,285.88								
1		79082 04/12/16 2X20HP Motors and Couplers	9,546.85		20978	5310	32	430690	214		101000
2		78840 04/08/16 Balsam Lights	15.13*		21998	2430	49	430263	230		101000
3		78840 04/08/16	129.00*		21998	2430	49	430263	360		101000
4		79066 04/05/16 Riverside park	103.86		21998	1000	13	460433	230		101000
5		79632 05/06/16 Wibaux Park	3.53		21998	1000	13	460433	230		101000
6		79632 05/09/16 Shelter Riverside Park	110.59		21998	1000	13	460433	230		101000
7		79632 05/09/16	291.00		21998	1000	13	460433	360		101000
8		79652 05/13/16 Riverside Park	185.49		21998	1000	13	460433	230		101000
9		79652 05/13/16	81.00		21998	1000	13	460433	360		101000
10		79677 05/26/16 Wibaux Park	58.36		21998	1000	13	460433	230		101000
11		79677 05/26/16	199.50		21998	1000	13	460433	360		101000
12		79718 05/31/16 Park Shop	27.00		21998	1000	13	460433	230		101000
13		78885 05/06/16 Main Street	103.86		21998	2440	50	430263	230		101000
14		79634 05/09/16 Balsam	40.13*		21998	2430	49	430263	230		101000
15		79634 05/09/16	79.00*		21998	2430	49	430263	360		101000
16		79633 05/09/16 Shop	311.58		21998	6040	910	430220	214		101000
126394	77386S	1535 LUCAS & TONN PC	506.50								
1		TEV126394 05/10/16 Spring Conference	406.50*		126394	1000	4	411100	370		101000
2		LAT126394 05/25/16 West Law Professional	100.00		126394	1000	4	411100	350		101000
126412	77353S	999999 DAWN COLTON	126.30								
1		ADTR15990 05/30/16 Planners Roundtable - Billi	126.30		15990	1000	36	411020	370		101000
127104	77357S	999999 AL HOMME	334.49								
1		66963047 04/28/16 2016 Judges Conference	334.49		20052	1000	6	410300	370		101000
127191	77349S	1970 MONTANA DAKOTA UTILITIES	30,959.70								
1		05/31/16 GAS/ELECTRIC	221.39		17696	1000	7	420460	341		101000
2		05/31/16 GAS/ELECTRIC	77.61		17696	1000	7	420460	344		101000
3		05/31/16 GAS/ELECTRIC	329.29*			1000	8	411230	341		101000
4		05/31/16 GAS/ELECTRIC	84.95			1000	8	411230	344		101000
5		05/31/16 GAS/ELECTRIC	595.75*			1000	13	460433	341		101000
6		05/31/16 GAS/ELECTRIC	27.93			1000	13	460433	344		101000
7		05/31/16 GAS/ELECTRIC	266.77*			1000	14	460445	341		101000
8		05/31/16 GAS/ELECTRIC	25.16*			1000	21	440600	341		101000
9		05/31/16 GAS/ELECTRIC	32.08			1000	21	440600	344		101000
10		05/31/16 GAS/ELECTRIC	312.20*			2220	16	460100	341		101000
11		05/31/16 GAS/ELECTRIC	55.80		20570	2220	16	460100	344		101000

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12	05/31/16	GAS/ELECTRIC	14,235.63*		20570	2400	46	430263	341		101000
13		GAS/ELECTRIC	0.00			2400	46	430263	533		101000
14	05/31/16	GAS/ELECTRIC	2,383.07*			2420	48	430263	341		101000
15		GAS/ELECTRIC	0.00*			2420	48	430263	533		101000
16	05/31/16	GAS/ELECTRIC	121.61			2430	49	430263	341		101000
17	05/31/16	GAS/ELECTRIC	1,109.74			2440	50	430263	341		101000
18	05/31/16	GAS/ELECTRIC	565.85*			2470	72	430263	341		101000
19		GAS/ELECTRIC	0.00			2470	72	430263	533		101000
20	05/31/16	GAS/ELECTRIC	100.85			2480	47	430263	341		101000
21	05/31/16	GAS/ELECTRIC	103.67*			2510	107	430220	341		101000
22	05/31/16	GAS/ELECTRIC	40.54*			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	05/31/16	GAS/ELECTRIC	3,361.24			5210	22	430530	341		101000
26	05/31/16	GAS/ELECTRIC	232.58			5210	22	430530	344		101000
27		GAS/ELECTRIC	0.00*			5210	23	430550	341		101000
28		GAS/ELECTRIC	0.00			5210	23	430550	344		101000
29		GAS/ELECTRIC	0.00			5310	31	430630	341		101000
30		GAS/ELECTRIC	0.00*			5310	31	430630	344		101000
31	05/31/16	GAS/ELECTRIC	818.14			5310	32	430690	341		101000
32	05/31/16	GAS/ELECTRIC	23.67*			5310	32	430690	344		101000
33	05/31/16	GAS/ELECTRIC	4,628.85			5310	33	430640	341		101000
34	05/31/16	GAS/ELECTRIC	86.09			5510	10	420730	341		101000
35	05/31/16	GAS/ELECTRIC	30.18		469	5510	10	420730	344		101000
36	05/31/16	GAS/ELECTRIC	622.24		469	5610	87	430300	341		101000
37	05/31/16	GAS/ELECTRIC	169.71			5610	87	430300	344		101000
38	05/31/16	GAS/ELECTRIC	246.38			6040	910	430220	341		101000
39	05/31/16	GAS/ELECTRIC	50.39			6040	910	430220	344		101000
40	05/31/16	To fix the .34 shortage	0.34*			2400	46	430263	341		101000
127208	77352S	4019 WEX Bank	5,770.41								
1	05/30/16	FUEL	238.81		21987	1000	13	460433	231		101000
2	05/30/16	FUEL	0.00			1000	201	431200	370		101000
3	05/30/16	FUEL	1,633.35		21987	2510	107	430220	231		101000
4	05/30/16	FUEL	408.34		21987	2520	108	430220	231		101000
5	05/30/16	FUEL	43.02		21987	6040	910	430220	231		101000
6	05/30/16	FUEL	52.09		20970	5210	22	430530	231		101000
7	05/30/16	FUEL	52.09		20970	5210	80	430540	231		101000
8	05/30/16	FUEL	80.14		20970	5310	33	430640	231		101000
9	05/30/16	FUEL	100.16		20970	5310	32	430690	231		101000
10	05/30/16	FUEL	436.34		21567	1000	7	420460	231		101000
11	05/30/16	FUEL	327.59		21567	5510	10	420730	231		101000
12	05/30/16	FUEL	1,521.58		21841	1000	5	420140	231		101000
13	05/30/16	FUEL	64.50		21841	1000	21	440600	231		101000
14	05/30/16	FUEL	0.00*			1000	5	420160	231		101000
15	05/30/16	FUEL	406.20		21758	5210	23	430550	231		101000
16	05/30/16	FUEL	406.20		217.58	5310	31	430630	231		101000

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17	05/30/16	FUEL	0.00			5610	87	430300	231		101000
127226	77387S	716 DANA KEPNER CO	4,274.00								
1	4038210-00	06/07/16 Parts - washers, drilling,	4,274.00		21778	5210	23	430550	220		101000
127235	77221S	1721 MID RIVERS TELEPHONE CORP	3,148.23								
1	05/01/16	TELEPHONE/INTERNET/CABLE/Judge	105.53		20044	1000	6	410300	345		101000
2	05/01/16	TELEPHONE/INTERNET/CABLE/Judge	118.10		20044	1000	6	410300	347		101000
3	05/01/16	TELEPHONE/INTERNET/CABLE/Libry	85.99			2220	16	460100	345		101000
4	05/01/16	TELEPHONE/INTERNET/CABLE/Libry	119.38			2220	16	460100	347		101000
5	04/01/16	TELEPHONE/INTERNET/CABLE/SmPol	0.00*			1000	14	460445	345		101000
6	05/01/16	TELEPHONE/INTERNET/CABLE/ 911	291.58*			2850	105	420140	345		101000
8	05/01/16	TELEPHONE/INTERNET/CABLE/child	80.60*			1000	5	420140	220		101000
9	05/01/16	TELEPHONE/INTERNET/CABLE/rsvp	140.03*			2985	15	450330	345		101004
10	05/01/16	TELEPHONE/INTERNET/CABLE/Airpt	96.50			5610	87	430300	345		101000
11	05/01/16	TELEPHONE/INTERNET/CABLE/Airpt	61.60*			5610	87	430300	319		101000
12	05/01/16	TELEPHONE/INTERNET/CABLE/Airpt	30.20			5610	87	430300	347		101000
14	05/01/16	TELEPHONE/INTERNET/CABLE/mayor	26.40			1000	1	410200	345		101000
15	05/01/16	TELEPHONE/INTERNET/CABLE/fin	47.95			1000	3	410500	345		101000
16	05/01/16	TELEPHONE/INTERNET/CABLE/fin	19.50*			1000	3	410500	347		101000
17	05/01/16	TELEPHONE/INTERNET/CABLE/atny	0.06			1000	4	411100	345		101000
18	05/01/16	TELEPHONE/INTERNET/CABLE/pd	306.53			1000	5	420140	345		101000
19	05/01/16	TELEPHONE/INTERNET/CABLE/pd	65.69*			1000	5	420140	347		101000
20	05/01/16	TELEPHONE/INTERNET/CABLE/disp	306.63		20291	1000	5	420160	345		101000
21	05/01/16	TELEPHONE/INTERNET/CABLE/fire	157.36			1000	7	420460	345		101000
22	05/01/16	TELEPHONE/INTERNET/CABLE/fire	135.60			1000	7	420460	347		101000
23	05/01/16	TELEPHONE/INTERNET/CABLE/tres	0.14*			1000	9	410540	345		101000
24	05/01/16	TELEPHONE/INTERNET/CABLE/park	36.22*			1000	13	460433	345		101000
25	05/01/16	TELEPHONE/INTERNET/CABLE/park	37.60*			1000	13	460433	347		101000
26	05/01/16	TELEPHONE/INTERNET/CABLE/ACtr	40.03*			1000	21	440600	345		101000
27	05/01/16	TELEPHONE/INTERNET/CABLE/plng	72.99*			1000	36	411020	345		101000
28	05/01/16	TELEPHONE/INTERNET/CABLE/bldg	26.36			2394	18	420531	345		101000
29	05/01/16	TELEPHONE/INTERNET/CABLE/md204	62.90			2510	107	430220	345		101000
30	05/01/16	TELEPHONE/INTERNET/CABLE/md205	28.22			2520	108	430220	345		101000
31	05/01/16	TELEPHONE/INTERNET/CABLE/wplnt	71.67			5210	22	430530	345		101000
32	05/01/16	TELEPHONE/INTERNET/CABLE/wplnt	80.25*			5210	22	430530	347		101000
33	05/01/16	TELEPHONE/INTERNET/CABLE/wtlns	32.38			5210	23	430550	345		101000
34	05/01/16	TELEPHONE/INTERNET/CABLE/wtlns	11.40			5210	23	430550	347		101000
35	05/01/16	TELEPHONE/INTERNET/CABLE/wtadm	42.56*			5210	25	430510	345		101000
36	05/01/16	TELEPHONE/INTERNET/CABLE/wtadm	8.49*			5210	25	430510	347		101000
37	05/01/16	TELEPHONE/INTERNET/CABLE/wwadm	42.54*			5310	29	430610	345		101000
38	05/01/16	TELEPHONE/INTERNET/CABLE/wwadm	19.51*			5310	29	430610	347		101000
39	05/01/16	TELEPHONE/INTERNET/CABLE/swlns	32.37*			5310	31	430630	345		101000
40	05/01/16	TELEPHONE/INTERNET/CABLE/swlns	11.40*			5310	31	430630	347		101000
41	05/01/16	TELEPHONE/INTERNET/CABLE/wwpln	30.41			5310	33	430640	345		101000
42	05/01/16	TELEPHONE/INTERNET/CABLE/wwpln	45.60*			5310	33	430640	347		101000
43	05/01/16	TELEPHONE/INTERNET/CABLE/amb	104.85*			5510	10	420730	345		101000

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44		05/01/16 TELEPHONE/INTERNET/CABLE/amb	28.24			5510	10	420730	347		101000
45		05/01/16 TELEPHONE/INTERNET/CABLE/shop	35.50*			6040	910	430220	345		101000
46		05/01/16 TELEPHONE/INTERNET/CABLE/shop	51.37*			6040	910	430220	347		101000
127237	77388S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	207.19								
1	2834	05/10/16 CITY HALL: RUGS	28.50		21999	1000	8	411230	220		101000
2	3075	05/24/16 CITY HALL: RUGS	28.50		21999	1000	8	411230	220		101000
3	3036	05/20/16 SHOP: RUGS/MOPS	20.50*		21999	6040	910	430220	220		101000
5	5003	05/03/16 FIRE DEPT: MATS	5.00*		21564	1000	7	420460	220		101000
6	5527	06/03/16 AMBULANCE: MATS	5.00		21583	5510	10	420730	220		101000
7	2832	05/10/16 WWTP: MOPS/TOWELS	19.20		20984	5310	33	430640	360		101000
8	2833	05/10/16 WTP: MOPS/TOWELS	23.50		20984	5210	22	430530	360		101000
9	2853	05/10/16 PD: MATS	13.50*		21851	1000	5	420140	360		101000
10	3108	05/24/16 PD: MATS	13.50*		21860	1000	5	420140	360		101000
11	3134	05/17/16 Shop Coat	39.99		21999	2510	107	430220	226		101000
12	3134	05/17/16	10.00		21999	2520	108	430220	226		101000
127238	77356S	4050 US BANK - SPA LOCKBOX CM9695	199,068.75								
1	CM9695	06/01/16 Principle - 96CTLR2	7,000.00			5210	23	490200	618		102312
2	CM9695	06/01/16 Interest - 96CTLR2	5,747.50			5210	23	490200	632		102312
3	CM9695	06/01/16 Principle - 9CTLAR0	29,000.00			5210	23	490200	616		102312
4	CM9695	06/01/16 Interest - 9CTLAR0	27,180.00			5210	23	490200	638		102312
5	CM9695	06/01/16 Principle - 96CTLS0	7,000.00			5210	23	490200	617		102313
6	CM9695	06/01/16 Interest - 96CTLS0	5,747.50			5210	23	490200	631		102313
7	CM9695	06/01/16 Principle - 97CTLW9	30,000.00			5210	23	490200	615		102313
8	CM9695	06/01/16 Interest - 97CTLW9	27,915.00			5210	23	490200	634		102313
9	CM9695	06/01/16 Principle - 9CTLLQ0	8,000.00			5210	23	490200	611		102315
10	CM9695	06/01/16 Interest - 9CTLLQ0	888.75			5210	23	490200	622		102315
11	CM9695	06/01/16 Princilple - 9999FD992	31,000.00			5310	29	490200	608		102316
12	CM9695	06/01/16 Interest - 9999FD992	19,590.00			5310	29	490200	626		102316
127239	77389S	869 EAST MONT COMMUNICATIONS	478.00								
1	27555	04/29/16 Repair Mic on car radio	45.00*		21847	1000	5	420140	220		101000
2	27573	05/23/16 Radio install in Unit 11	96.50*		21769	5210	23	430550	363		101000
3	27573	05/23/16	96.50*		21769	5310	31	430630	363		101000
4	275572	05/24/16 Radio Install for Unit #7	154.40		21105	2510	107	430220	363		101000
5	275572	05/24/16	38.60		21105	2520	108	430220	363		101000
6	27585	06/07/16 Kenwood NICD battery for AC6	47.00		27585	1000	21	440600	220		101000
127240	77338S	373 MASTERCARD	22,153.14								
1		05/20/16 SUPPLIES	0.00			1000	1	410200	370		101000
2		05/20/16 SUPPLIES	29.00			1000	3	410500	220		101000
3		05/20/16	0.00			1000	3	410500	311		101000
4		05/20/16	0.00			1000	3	410500	370		101000
5		05/20/16	464.63*			1000	5	420140	210		101000
6		05/20/16	334.40*			1000	5	420140	220		101000
7		05/20/16	33.80			1000	5	420140	226		101000

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8	05/20/16		543.44*			1000	5	420140	230		101000
9	05/20/16		414.53			1000	5	420140	370		101000
10	05/20/16		103.63			1000	5	420140	311		101000
11	05/20/16		0.00			1000	5	420160	220		101000
12	05/20/16		0.00			1000	5	420160	311		101000
13	05/20/16		0.00			1000	5	420160	366		101000
14	05/20/16		4.05			1000	7	420460	214		101000
15	05/20/16		204.89*			1000	7	420460	220		101000
16	05/20/16		13.00			1000	7	420460	230		101000
17	05/20/16		238.74			1000	7	420460	370		101000
18	05/20/16		0.00			1000	7	420460	241		101000
19	05/20/16		0.00			1000	7	420460	345		101000
20	05/20/16		0.00*			1000	7	420460	364		101000
21	05/20/16		0.00			1000	7	420460	380		101000
22	05/20/16		72.14			1000	8	411230	220		101000
23	05/20/16		69.99*			1000	13	460433	210		101000
24	05/20/16		121.24			1000	13	460433	220		101000
25	05/21/16		150.00			1000	13	460433	226		101000
26	05/20/16		749.26			1000	13	460433	230		101000
27	05/20/16		311.69			1000	14	460445	230		101000
28	05/20/16		128.48			1000	13	460433	363		101000
29	05/20/16		0.00			1000	21	440600	210		101000
30	05/20/16		0.00			1000	21	440600	220		101000
31	05/20/16		40.00			1000	36	411020	334		101000
32	05/20/16		244.09			1000	36	411020	350		101000
33	05/20/16		6.74			1000	36	411020	311		101000
34	05/20/16		0.00			1000	201	431200	311		101000
35	05/20/16		94.94			2220	16	460100	311		101000
36	05/20/16		96.64			2220	16	460100	224		101000
37	05/20/16		596.16			2220	16	460100	382		101000
38	05/20/16		0.00			2394	18	420531	210		101000
39	05/20/16		0.00			2394	18	420531	214		101000
40	05/20/16		10.24			2394	18	420531	311		101000
41	05/20/16		0.00			2510	107	430220	210		101000
42	05/20/16		0.00			2510	107	430220	214		101000
43	05/20/16		35.15			2510	107	430220	220		101000
44	05/20/16		1,175.14			2510	107	430220	230		101000
45	05/20/16		0.00			2510	107	430220	231		101000
46	05/20/16		2,441.49			2510	107	430220	363		101000
47	05/20/16		5.95			2520	108	430220	210		101000
48	05/20/16		0.00			2520	108	430220	214		101000
49	05/20/16		8.79			2520	108	430220	220		101000
50	05/20/16		293.78			2520	108	430220	230		101000
51	05/20/16		6.70			2520	108	430220	311		101000
52	05/20/16		610.38			2520	108	430220	363		101000
53	05/20/16		0.00			2850	105	420140	210		101000
54	05/20/16		0.00			2850	105	420140	220		101000

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55	05/20/16		496.87*			2985	15	450330	220		101004
56	05/20/16		22.99*			2985	15	450330	220		101006
57	05/20/16		49.49			2985	15	450330	311		101004
58	05/20/16		91.43*			5210	22	430530	226		101000
59	05/20/16		12.97			5210	22	430530	241		101000
60	05/20/16		8.00			5210	22	430530	311		101000
61	05/20/16		237.92			5210	23	430550	220		101000
62	05/20/16		0.00			5210	23	430550	214		101000
63	05/20/16		1,218.76			5210	23	430550	230		101000
64	05/20/16		0.00			5210	23	430550	226		101000
65	05/20/16		137.78*			5210	23	430550	234		101000
66	05/20/16		969.89*			5210	23	430550	235		102270
67	05/20/16		735.93*			5210	23	430550	363		101000
68	05/20/16		0.00*			5210	23	430550	363		101000
69	05/20/16		0.00			5210	23	430550	370		101000
70	05/20/16		91.43*			5210	22	430530	226		101000
71	05/20/16		166.20			5210	22	430530	230		101000
72	05/20/16		8.00			5210	22	430530	311		101000
73	05/20/16		0.00			5210	80	430540	220		101000
74	05/20/16		517.40			5210	80	430540	222		101000
75	05/20/16		0.00			5210	80	430540	230		101000
76	05/20/16		2.28			5210	80	430540	311		101000
77	05/20/16		0.00			5210	80	430540	370		101000
78	05/20/16		0.00*			5310	29	430610	220		101000
79	05/20/16		0.00			5310	29	430610	370		101000
80	05/20/16		334.49*			5310	31	430630	210		101000
81	05/20/16		0.00			5310	31	430630	214		101000
82	05/20/16		0.00			5310	31	430630	220		101000
83	05/20/16		0.00			5310	31	430630	226		101000
84	05/20/16		0.00			5310	31	430630	230		101000
85	05/20/16		0.00			5310	31	430630	233		101000
86	05/20/16		0.00			5310	31	430630	241		101000
87	05/20/16		735.93*			5310	31	430630	363		101000
88	05/20/16		0.00			5310	31	430630	370		101000
89	05/20/16		6.43			5310	32	430690	220		101000
90	05/20/16		22.85*			5310	32	430690	226		101000
91	05/20/16		99.98			5310	32	430690	230		101000
92	05/20/16		3.91			5310	33	430640	220		101000
93	05/20/16		305.84*			5310	33	430640	222		101000
94	05/20/16		114.29*			5310	33	430640	226		101000
95	05/20/16		1,365.75			5310	33	430640	352		101000
97	05/20/16		755.53			5310	33	430640	230		101000
98	05/20/16		20.00			5510	10	420730	210		101000
99	05/20/16		79.68			5510	10	420730	220		101000
100	05/20/16		1,122.90*			5510	10	420730	222		101000
101	05/20/16		64.49			5510	10	420730	364		101000
102	05/20/16		0.00*			5510	10	420730	370		101000

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103	05/20/16		0.00			5510	10	420730	382		101000
104	05/20/16		79.87*			5610	87	430300	220		101000
105	05/20/16		1,479.29*			5610	87	430300	230		101000
106	05/20/16		109.33			5610	87	430300	345		101000
107	05/20/16		699.03			6040	910	430220	214		101000
108	05/20/16		78.13*			6040	910	430220	220		101000
109	05/20/16		254.98			6040	910	430220	226		101000
127241	77390S	999999 4 U STITCHING	15.00								
1	1237	06/01/16 PD - Sew Patches on Hats	15.00*		21858	1000	5	420140	220		101000
127242	77391S	1986 JACKS BODY SHOP	396.00								
1	5661	05/07/16 PD- Tow Grand Prix 17-0421B	132.00*		21844	1000	5	420140	220		101000
2	5659	05/09/16 PD -86 GMC Truck vin#528589	132.00*		21844	1000	5	420140	220		101000
3	5819	05/03/16 PD - 07 Nissan Vin#638849	132.00*		21844	1000	5	420140	220		101000
127248	77337S	4099 DELUXE MOTORS	973.80								
1	76923	05/02/16 Replace Window (Tom Coon)	973.80		21994	1000	13	460433	230		101000
127249	77392S	2593 RIVERSIDE MARINE & CYCLE	258.98								
1	218573	04/12/16 Solinoid / 1000 Mule	66.00*		465	5610	87	430300	230		101000
2	219244	04/21/16 Ignition Switch / 1000 Mule	150.99*		465	5610	87	430300	230		101000
3	218569	04/12/16 Relay Assy	41.99*		465	5610	87	430300	230		101000
127250	77339S	523 CITY SERVICE, INC.	1,850.00								
1	W038679	05/04/16 Truck Principle	1,680.37*		466	5610	87	490500	650		101000
2	W038679	05/04/16 Truck Interest	169.63*		466	5610	87	490500	651		101000
127251	77340S	1343 HORIZON IMPLEMENT	510.52								
1	2016021	04/09/16 Unit 33 Seal Rings/Cyclinders	408.42		21601	2510	107	430220	363		101000
2	2016021	04/09/16	102.10		21601	2520	108	430220	363		101000
127252	77341S	1921 Montana Municipal Interlocal	4,505.36								
1	375080	05/01/16 Retirees - May Premium	4,505.36			1000		362022			101000
127253	77393S	1050 FRANKS BODY SHOP	776.50								
1	5402	05/03/16 PD - Tow Polaris side X side	126.50*		21848	1000	5	420140	220		101000
2	45511	04/26/16 Unit 7 (streets)	520.08		21604	2510	107	430220	363		101000
3	45511	04/26/16	129.92		21604	2520	108	430220	363		101000
127254	77394S	397 AUTOBODY SOLUTIONS	150.00								
1	2518	05/17/16 PD - Tow Jeep Cherokee	150.00*		21849	1000	5	420140	220		101000

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127255	77344S	671 CUSTER COUNTY TREASURER	44.00								
Plates for 2 Vehicles											
1		Plates for 2 vehicles	44.00*		21423	1000	5	420140	220		101000
127256	77345S	999999 JAN HARTMANN	49.51								
1		16-016 05/09/16 Reim for props- downtown video	49.51		16-016	2935	11	460461	210		101000
127257	77346S	999999 BLUE CROSS BLUE SHIELD OF MT -	623.72								
1		Refund Overpay Call #16-0071	623.72			5510		122000			101000
127258	77347S	660 CUSTER COUNTY CLERK & RECORDER	21.00								
1		Record Easement for Res#3924	7.00		21424	1000	3	410500	220		101000
2			7.00*			5210	25	430510	220		101000
3			7.00*			5310	29	430610	220		101000
127259	77348S	660 CUSTER COUNTY CLERK & RECORDER	10.00								
1			3.34		21425	1000	3	410500	220		101000
2		Extra cost for Record Easment	3.33*			5210	25	430510	220		101000
3		Resolution # 3924	3.33*			5310	29	430610	220		101000
127260	77350S	4140 Stoltz Construction	2,500.00								
1		547807 05/13/16 701 N. Pairie ADA Corner	2,500.00		22000	2510	107	430234	350		101000
127261	77351S	4141 Custom Auto & Accessories	4,595.00								
1		001 05/19/16 Big Tex Trailer VIN# 77084	4,595.00		21100	1000	13	460433	214		101000
127262	77395S	979 FIREMANS COMPANY	657.00								
1		4422 05/02/16 Annual Service of Fire Exti.	657.00*		467	5610	87	430300	230		101000
127263	77396S	4047 SAFEGUARD BUSINESS SYSTEMS	232.51								
1		C6G574 05/03/16 Claims Checks	77.50		21422	1000	3	410500	320		101000
2		C6G574 05/03/16	77.50		21422	5210	25	430510	320		101000
3		C6G574 05/03/16	77.51		21422	5310	29	430610	320		101000
127264	77397S	1407 KADRMAS LEE & JACKSON INC	3,752.61								
1		10068638 05/05/16 Tongue River Crossing 241410	2,513.92		21760	5210	23	430550	940		101000
2		10069225 05/18/16 GIS Data Managment	1,238.69		21302	2850	105	420140	350		101000
127265	77398S	4010 FELT, MARTIN, FRAZIER & WELDON,	481.25								
1		MILES.0002 04/30/16 Wage Adj and Roos	481.25		21426	1000	4	411100	350		101000

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127266	77399S	316 DATA IMAGING SYSTEMS, INC	1,482.00								
1		05/31/16 MANAGED SERVICES;DATA BKP	291.40			1000	3	410500	360		101000
2		05/31/16 MANAGED SERVICES;DATA BKP	136.78*			5210	25	430510	360		101000
3		05/31/16 MANAGED SERVICES;DATA BKP	136.78*			5310	29	430610	360		101000
4		05/31/16 MANAGED SERVICES;DATA BKP	72.85*			1000	1	410200	360		101000
5		05/31/16 MANAGED SERVICES;DATA BKP	72.85			1000	36	411020	360		101000
6		05/31/16 MANAGED SERVICES;DATA BKP	144.24			5210	23	430550	360		101000
7		05/31/16 MANAGED SERVICES;DATA BKP	144.24*			5310	31	430630	360		101000
8		05/31/16 MANAGED SERVICES;DATA BKP	103.45			2510	107	430220	360		101000
9		05/31/16 MANAGED SERVICES;DATA BKP	55.37			2520	108	430220	360		101000
10		05/31/16 MANAGED SERVICES;DATA BKP	73.94*			1000	9	410540	360		101000
11		05/31/16 MANAGED SERVICES;DATA BKP	72.85*			1000	11	411840	360		101000
12		05/31/16 MANAGED SERVICES;DATA BKP	152.25*			2394	18	420531	360		101000
13		03/20/16 VGA Video Adapter	25.00			1000	3	410500	220		101000
127267	77400S	999999 VOLUNTEER SOFTWARE	300.00								
1		VS19994 05/15/16 Tech & Support annual rate	300.00*		19994	2985	15	450340	220		101006
127268	77401S	2240 NOLLEYS WELDING & MACHINE INC	65.00								
1		29167 05/12/16 A-20 Door Repair	65.00		21569	5510	10	420730	364		101000
127269	77402S	999999 NATIONAL SENIOR CORPS	100.00								
1		NSCA19993 05/16/16 ues to NSCA	100.00*		19993	2985	15	450340	334		101006
127270	77403S	1424 KRUTZFELDT & JONES LLP	61.25								
1		KJ470 05/09/16 DEQ Remedition & Teleconferenc	61.25		470	5610	87	430300	350		101000
127271	77404S	237 CPI COLLECTION PROFESSIONALS INC	121.07								
1		CPI042016 04/01/16 Water & Sewer Collections	60.53*		CPI	5210	25	430510	350		101000
2		CPI042016 04/01/16	60.54		CPI	5310	29	430610	350		101000
127272	77405S	2270 NORTHWEST PIPE INC	8,692.81								
1		1625245-1 05/09/16 Fire Hydrant	2,339.00*		21765	5210	23	430550	234		101000
2		1635952 05/12/16 Curb Stop	4,254.33*		21766	5210	23	430550	234		101000
3		1637870-1 05/23/16	1,100.48*		21766	5210	23	430550	235		101000
4		1634580 05/23/16 Plug Valve	896.00		20989	5310	32	430690	230		101000
5		1637870-2 05/31/16 2" - 9" Risers	103.00*		217723	5210	23	430550	235		102270
127273	77406S	800 DOEDEN CONSTRUCTION	7,135.85								
1		51332 05/04/16 S. Montana & Pearl	395.00*		21764	5210	23	430550	235		101000
2		51466 05/09/16 Ivy & Knight	236.00*		21764	5210	23	430550	235		101000
3		74515 06/07/16 Concrete for curb stops	136.26*		21779	5210	23	430550	235		102270
4		74111 05/03/16 Gravel	172.89		21996	2510	107	430234	350		101000
6		74112 05/03/16	173.15		21996	2510	107	430234	350		101000
7		74388 05/27/16	181.31		21996	2510	107	430234	350		101000
8		74389 05/27/16	176.59		21996	2510	107	430234	350		101000

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9	74391	05/27/16	184.11		21996	2510	107	430234	350		101000
10	74113	05/25/16 Chips	189.68		21996	2510	107	430233	350		101000
11	74331	05/25/16 Top Surf	173.54		21996	2520	108	430233	350		101000
12	74332	05/25/16	161.35		21996	2520	108	430233	350		101000
13	74333	05/25/16	172.04		21996	2520	108	430233	350		101000
14	74337	05/25/16	155.14		21996	2520	108	430233	350		101000
15	74338	05/25/16	164.80		21996	2520	108	430233	350		101000
16	74339	05/25/16	155.83		21996	2520	108	430233	350		101000
17	74341	05/25/16	172.85		21996	2520	108	430233	350		101000
18	74342	05/25/16	169.40		21996	2520	108	430233	350		101000
19	74343	05/25/16	157.32		21996	2520	108	430233	350		101000
20	74345	05/25/16	171.81		21996	2520	108	430233	350		101000
21	74346	05/25/16	166.52		21996	2520	108	430233	350		101000
22	74347	05/25/16	156.98		21996	2520	108	430233	350		101000
23	74349	05/25/16	169.51		21996	2520	108	430233	350		101000
24	74350	05/25/16	165.14		21996	2520	108	430233	350		101000
25	74351	05/25/16	150.42		21996	2520	108	430233	350		101000
26	74352	05/25/16	177.33		21996	2520	108	430233	350		101000
27	74353	05/25/16	160.66		21996	2520	108	430233	350		101000
28	74354	05/25/16	191.25		21996	2520	108	430233	350		101000
29	74355	05/25/16	168.71		21996	2520	108	430233	350		101000
30	74356	05/25/16	171.35		21996	2520	108	430233	350		101000
31	74357	05/25/16	177.79		21996	2520	108	430233	350		101000
32	74358	05/25/16	167.21		21996	2520	108	430233	350		101000
33	74359	05/25/16	158.47		21996	2520	108	430233	350		101000
34	74360	05/25/16	170.55		21996	2520	108	430233	350		101000
35	74363	05/25/16	168.94		21996	2520	108	430233	350		101000
36	74363	05/25/16	157.90		21996	2520	108	430233	350		101000
37	74365	05/25/16	163.65		21996	2520	108	430233	350		101000
38	74366	05/25/16	168.48		21996	2520	108	430233	350		101000
39	74367	05/25/16	151.92		21996	2520	108	430233	350		101000
40	74368	05/25/16	121.67		21996	2520	108	430233	350		101000
41	74490	06/06/16	179.14		21996	2520	108	430233	350		101000
42	74493	06/06/16	173.19		21996	2520	108	430233	350		101000
127274	77407S	3286 WPCI	56.00								
1	S110732-IN	05/02/16 Random Testing	14.00*		21762	5210	23	430550	350		101000
2	S110721-IN	05/02/16	14.00*		21762	5210	23	430550	350		101000
3	S110721-IN	05/02/16 Shop	28.00		21762	6040	910	430220	222		101000
127275	77408S	4142 HD Supply Waterworks, LTD	2,258.10								
1	F416017	05/05/16 6" & 8" Couplers DI Pipe	1,073.16		21761	5210	23	430550	230		101000
2	F550203	05/25/16 Gripper	714.36		21770	5210	23	430550	230		101000
3	F588095	05/27/16 6" Alpha End Locking	180.00*		21772	5210	23	430550	234		101000
4	F622635	06/06/16 4" Alpha nd Cap Locking	290.58*		21777	5210	23	430550	234		101000

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127276	77409S	4057 ORION INTERNATIONAL CORP	309.00								
1		1129 03/01/15 Background Checks	222.48*		21565	1000	7	420460	220		101000
2		1129 03/01/15	86.52		21565	5510	10	420730	220		101000
127277	77362S	999999 NARSVPD	100.00								
1		NARSVPD199 05/13/16 National Dues	100.00*		19991	2985	15	450340	334		101006
127278	77354S	572 VERIZON WIRELESS	263.56								
1		9764977546 05/07/16 ICAC Cell Phone	263.56*		21850	1000	5	420140	220		101000
127279	77355S	498 CENTURY LINK	845.78								
1		Q050200094 05/02/16 911 Phone System	845.78*		21301	2850	105	420140	345		101000
127280	77410S	4029 SCL REVENUE SERVICE CENTER	1,611.26								
1		722004519 02/29/16 DUI Blood Draw R. Martin	230.18*		21852	1000	5	420140	350		101000
2		722004519 03/02/16 DUI Blood Draw D. Agan	230.18*		21852	1000	5	420140	350		101000
3		722004519 03/02/16 DUI Blood Draw L. Stevenson	230.18*		21852	1000	5	420140	350		101000
4		722004519 04/23/16 DUI Blood Draw M. Anderson	230.18*		21852	1000	5	420140	350		101000
5		722004519 04/27/16 DUI Blood Draw A. Demontign	230.18*		21852	1000	5	420140	350		101000
6		722004519 04/07/16 DUI Blood Draw A. Palakiko	230.18*		21852	1000	5	420140	350		101000
7		722004519 04/28/16 DUI Blood Draw R. Willis	230.18*		21852	1000	5	420140	350		101000
127281	77411S	2151 MORRISON & MAIERLE INC	865.00								
1		23364 05/06/16 Custer - Garfield Service	865.00		21300	2850	105	420140	350		101000
127282	77363S	4143 GrantStation.com, Inc.	119.00								
1		31013 05/20/16 Grant Station Annual Membershi	59.50		16-016	2935	11	460461	350		101000
2		31013 05/20/16	59.50		16-016	1000	36	411020	330		101000
127283	77412S	999999 GENESIS LAMP CORPORATION	193.84								
1		61362 05/20/16 Bulbs GN590/ Sign Bulbs	193.84*		471	5610	87	430300	230		101000
127284	77358S	2450 POSTMASTER (UTILITIES)	1,018.27								
1		WAS127284 05/27/16 Water / Sewer Billing Posta	509.14		127284	5210	25	430510	311		101000
2		WAS127284 05/27/16	509.13		127284	5310	29	430610	311		101000
127285	77413S	999999 KAYCEE LEE	45.33								
1		62942 05/27/16 Refund Water Deposit	45.33		127285	5210		214010			101000
127286	77414S	999999 VICKI WADDINGTON	50.00								
1		62931 05/27/16 Refund Water Deposit	50.00		127286	5210		214010			101000

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127287	77415S	999999 BRIAN NIEDGE	11.95								
1	62932	05/27/16 Refund Water Deposit	11.95		127287	5210		214010			101000
127288	77416S	999999 TWAIN AYERS	102.74								
1	62933	05/27/16 Refund Water Deposit	102.74		127288	5210		214010			101000
127289	77417S	999999 THOMAS MASA	150.00								
1	62934	05/27/16 Refund Water Deposit	150.00		127289	5210		214010			101000
127290	77418S	999999 HILLARY SMITH	92.18								
1	62935	05/27/16 Refund Water Deposit	92.18		127290	5210		214010			101000
127291	77419S	999999 NIKITA SEAL	95.84								
1	62936	05/27/16 Refund Water Deposit	95.84		127291	5210		214010			101000
127292	77420S	999999 HILLARY BEACH	91.77								
1	62937	05/27/16 Refund Water Deposit	91.77		127292	5210		214010			101000
127293	77421S	999999 LISA HORN	27.09								
1	62938	05/27/16 Refund Water Deposit	27.09		127293	5210		214010			101000
127294	77422S	999999 WILLIAM WILSON	94.14								
1	62939	05/27/16 Refund Water Deposit	94.14		127294	5210		214010			101000
127295	77423S	999999 ANTHONY PAGE	11.62								
1	62940	05/27/16 Refund Water Deposit	11.62		127295	5210		214010			101000
127296	77424S	4022 MARILYNN FORMAN	600.00								
1	MF127296	05/26/16 PD - Cleaning	350.00*		127296	1000	5	420140	350		101000
2	MF21104	05/26/16 City Hall - May	250.00*		21104	6040	910	430220	360		101000
127297	77425S	870 EAST MAIN ANIMAL CLINIC	184.50								
1	EMAC21859	05/31/16 Vet fees shelter Dogs & Cat	184.50		21859	1000	21	440600	350		101000
127298	77426S	3101 WATCO INC	1,735.00								
1	20422	05/23/16 Chemical - Wibaux Pool	1,735.00		21989	1000	13	460433	222		101000
127299	77427S	2255 NORMONT EQUIPMENT CO	14,072.12								
1	110	05/16/16 Weed Mowing Tractor	12,540.00		21602	4060	911	430233	940		101000
2	11676	05/20/16 Add-on for Mower	1,532.12		21602	4060	911	430233	940		101000

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127300	77428S	2579 ROBERT PECCIA & ASSO	62,427.80								
1		000004 05/19/16 WW Phaxe II Bid Package	62,427.80		21768	5310	33	430640	940		101000
127301	77429S	1182 DOWL, INC.	1,335.00								
1		5028265390 05/03/16 CAP Study Prof. Services	667.50*		21771	5210	23	430550	350		101000
3		5028265390 05/03/16	667.50		21771	5310	31	430630	350		101000
127302	77430S	4045 LAND SOLUTIONS, INC.	2,690.87								
1		LS15992 05/25/16 Consulting Services	2,690.87		15992	1000	36	411020	350		101000
127303	77365S	2910 TONGUE RIVER ELECTRIC	447.74								
1		TRECO52016 05/26/16 Southgate Lighting	401.84			2450	51	430263	341		101000
2		PTRECO5201 05/26/16 Southgate Lighting	45.90			2850	105	420140	341		101000
127304	77364S	4038 BOBCAT OF MILES CITY	1,175.00								
1		01-28778 05/16/16 BC- 24" Bucket for Unit #40	470.00		21606	2510	107	430220	363		101000
2		01-28778 05/16/16	117.50		21606	2520	108	430220	363		101000
3		01-28778 05/16/16	293.75*		21606	5210	23	430550	363		101000
4		01-28778 05/16/16	293.75*		21606	5310	31	430630	363		101000
127305	77431S	4144 Montana Health Network	745.03								
1		562 04/30/16 EMT Testing Simulator	745.03		21571	5510	10	420730	380		101000
127306	77432S	1330 HOLY ROSARY HEALTH CENTER	537.20								
1		IN-260 04/30/16 Medical Supplies	307.02*		21570	5510	10	420730	222		101000
2		500164655 05/16/16 DUI - Blood Draw J. Gibbs	230.18*		21861	1000	5	420140	350		101000
127307	77433S	925 FARMERS ELEVATOR	77.10								
1		103124 05/04/16 Oil for Mowers	77.10		21997	1000	13	460433	231		101000
127308	77434S	2903 TIRE-RAMA	1,243.28								
1		1060175415 05/23/16 Unit #17	497.31		21607	2510	107	430220	363		101000
2		1060175415 05/23/16	124.33		21607	2520	108	430220	363		101000
3		1060175415 05/23/16	310.82*		21607	5210	23	430550	363		101000
4		1060175415 05/23/16	310.82*		21607	5310	31	430630	363		101000
127309	77435S	355 BROWNS CUSTOM CONCRETE	1,944.00								
1		201608 05/25/16 Lion's Shelter	1,944.00		21106	1000	13	460432	230		101000
127310	77436S	4092 CON-MAT SUPPLY	4,273.00								
1		064253 05/24/15 Tile - ADA Corners	4,273.00		21101	2510	107	430235	230		101000

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127311	77359S	4073 JOHN DEERE FINANCIAL	476.23								
1	1696863	05/20/16 Sweeper Lease (Principle)	422.14		473	5610	87	490500	645		101000
2	1696863	05/20/16 Sweeper Lease (interest)	54.09*		473	5610	87	490500	646		101000
127312	77437S	408 BRENNTAG PACIFIC, INC.	4,118.61								
1	BPI622730	05/06/16 Chemical - Calcium Gran.	2,348.55		21102	1000	14	460445	222		101000
2	BPI239155	05/18/16	-52.50		21102	1000	14	460445	222		101000
3	BPI623087	05/06/16 Calcium Hypochlorite	932.28*		20986	5310	33	430640	222		101000
4	BPI623087	05/06/16	932.28		20986	5310	32	430690	222		101000
5	BPI239456	05/18/16	-21.00*		20986	5310	33	430640	222		101000
6	BPI239456	05/18/16	-21.00		20986	5310	32	430690	222		101000
127313	77438S	4000 AG PARTNERS. LLC	1,405.00								
1	1A7302	05/11/16 Copper Sulphate	1,260.00		21103	1000	13	460433	222		101000
2	IA7369	05/18/16 Fixate Nonionic Cond Agent	145.00*		478	5610	87	430300	220		101000
127314	77439S	1896 HAWKINS, INC	1,823.91								
1	3876577	04/28/16 Filter Fit, Catalyst and Sodi	1,823.91		20983	5210	80	430540	222		101000
127315	77440S	2961 TW ENTERPRISES INC	2,602.80								
1	27972	05/18/16 Annual Service Inspection	449.53		20988	5310	33	430640	360		101000
2	27973	05/18/16	449.53		20988	5310	33	430640	360		101000
3	27974	05/18/16	851.87*		20988	5210	32	430690	360		101000
4	27974	05/18/16	851.87*		20988	5210	32	430690	360		101000
127316	77441S	790 DPC INDUSTRIES	130.00								
1	DE72000143	04/30/16 Clorine #150 CYL	100.00		20985	5210	80	430540	222		101000
2	DE72000143	04/30/16	30.00*		20985	5310	33	430640	222		101000
127317	77442S	999999 ROBERT TOOKE	15.30								
1	62951	05/31/16 Refund Water Deposit	15.30		127317	5210		214010			101000
127328	77443S	700 CUSTER COUNTY WATER & SEWER	13,263.60								
1	05312016	05/31/16 Water and Sewer Collections	13,263.60		127328	7980		211020			101000
127329	77361S	2831 MILES CITY STAR ADVERTISING	1,085.20								
4	168364	04/15/16 Finance - Resolution 3903 SID	132.00*		21431	1000	3	410500	330		101000
5	168364	04/15/16 Finance - Resolution 3915	99.00*		21431	1000	3	410500	330		101000
14	168494	04/15/16 PW - Flood Plain	90.00		21969	1000	201	431200	331		101000
15	168162	04/15/16 BOA - Legal Notice	24.00		21969	2394	18	420531	330		101000
16	168070	04/15/16 Paving Bid	177.60		21969	2510	107	430233	350		101000
17	168070	04/15/16	44.40		21969	2520	108	430233	350		101000
18	168430	04/15/16 Trans Plan Public Notice	59.60		15991	1000	36	411020	350		101000
19	168316	04/15/16 Trans Plan Public Notice	59.60		15991	1000	36	411020	350		101000
20	168069	04/08/16 Land Lease Legal	189.00*		21767	5310	33	430640	330		101000
21	168575	04/22/16 Land Lease Legal	210.00*		21767	5310	33	430640	330		101000

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127330	77444S	4118 Montana Tree Service	2,000.00								
1		0176 05/27/16 Tree Removal - WA mid school	2,000.00		21107	2510	107	430220	360		101000
127331	77445S	52 ABC GLASS & SIGNS, INC.	993.00								
1		I0044091 05/31/16 Unit 43 Side door glass	794.40		21609	2510	107	430220	363		101000
2		I0044091 05/31/16	198.60		21609	2520	108	430220	363		101000
127332	77446S	4131 Utility Specialist, Inc	115.43								
1		6510 05/19/16 Leader Hose	92.35		21108	2510	107	430220	230		101000
2		6510 05/19/16	23.08		21108	2520	108	430220	230		101000
127333	77447S	4130 IBS, Inc.	203.10								
1		617268-1 05/26/16 Abrasive Disc	81.24		21610	2510	107	430220	363		101000
2		617268-1 05/26/16	20.32		21610	2520	108	430220	363		101000
3		617268-1 05/26/16	50.77*		21610	5210	23	430550	363		101000
4		617268-1 05/26/16	50.77*		21610	5310	31	430630	363		101000
127334	77448S	1286 DENNIS HIRSCH	5,570.95								
1		DHC21109 05/31/16 May Building Permits	5,570.95		21109	2394	18	420531	350		101000
127335	77449S	2830 STAR PRINTING & SUPPLY	1,824.37								
1		241169 05/25/16 Office Supplies - Finance	190.56		21432	1000	3	410500	210		101000
3		240795 05/25/16	293.16		21432	5210	25	430510	210		101000
4		241008 05/25/16	293.16		21432	5310	29	430610	210		101000
11		239655 05/25/16 Library - Copy contract	152.50		20563	2220	16	460100	210		101270
14		240228 05/25/16	296.09		20571	2220	16	460100	210		101000
15		241208 05/25/16	144.00		20571	2220	16	460100	320		101000
17		241087 05/25/16 FD - Service Contract	71.41*		241087	1000	7	420460	210		101000
19		241087 05/25/16	27.77		241087	5510	10	420730	210		101000
24		240638 05/25/16	17.08		240638	5510	10	420730	210		101000
25		240638 05/25/16	43.92*		240638	1000	7	420460	210		101000
26		240598 05/25/16 Historic Preservation	16.93*		240598	1000	11	411840	210		101000
27		240774 05/25/16 RSVP	277.79*		19997	2985	15	450340	220		101006
127337	77450S	3030 UPSTART	238.06								
1		5874702 05/13/16 Summer Reading Program	238.06		20574	2220	16	460100	382		101000
127338	77360S	268 MILES CITY SANITATION INC.	165.00								
May Billing											
1		65113572 04/01/16 Airport	45.00*		452	5610	87	430300	220		101000
3		65113679 05/31/16 WW	60.00		20982	5310	33	430640	346		101000
4		MCS20982 05/31/16 WTP	60.00*		20982	5310	32	430690	346		101000

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127339	77451S	999999 CENGAGE LEARNING - GALE	104.34								
1		155716 05/06/16 Large Print Westerns	104.34		20573	2220	16	460100	382		101000
127340	77452S	999999 DAWN COLTON	175.55								
1		ADF15993 05/31/16 Planners Conference	175.55		15993	1000	36	411020	370		101000
127341	77453S	2914 TOURISM BUSINESS IMPROVEMENT	4,491.00								
1		BBID127341 05/31/16 Monthly Collections	4,491.00		127341	7370		212500			101000
127342	77454S	2471 POSTMASTER	262.00								
1		USPS127342 05/31/16 Annual PO Box Renewal	87.33		127342	1000	3	410500	220		101000
2		USPS127342 05/31/16	87.34*		127342	5210	25	430510	220		101000
3		USPS127342 05/31/16	87.33*		127342	5310	29	430610	220		101000
127343	77455S	4145 Eastern Montana Radiology	35.00								
1		6050319196 05/04/16 Annual Physical - Ryan Smi	35.00		21575	1000	7	420460	350		101000
127344	77456S	999999 BRANDON STEVENS	3.50								
1		TEV21574 05/31/16 Travel Expense	3.50		127344	1000	7	420460	370		101000
127345	77457S	1780 MILES CITY MOTOR SUPPLY	127.12								
1		PO 464 05/05/16 Credit Memo	-0.27*		464	5610	87	430300	230		101000
2		564685 04/09/16 Chevy Truck - Spark Plug	51.49*		475	5610	87	430300	230		101000
3		566421 05/10/16 Jeep Starter & Wire Set	71.99*		475	5610	87	430300	230		101000
4		566478 05/10/16 Return Core Deposit	-19.00*		475	5610	87	430300	230		101000
5		567858 05/18/16 Tip Cleaner	6.49*		475	5610	87	430300	230		101000
6		568142 05/19/16 Nozzel & Fogging Spray	16.42*		475	5610	87	430300	230		101000
127346	77458S	721 DALES CLEANING SERVICE	600.00								
1		DCS21110 05/30/16 Cleaning City Hall	600.00		21110	1000	8	411230	360		101000
127347	77459S	4046 BILL RONNING	60.50								
1		1497841170 05/15/16 Cell Phone Reimbursement	48.40		21111	2510	107	430220	345		101000
2		1597841170 05/15/16	12.10		21111	2520	108	430220	345		101000
127349	77460S	3200 THOMSON REUTERS - WEST	193.00								
1		833987549 06/03/16 MT Rules of Court 2016 Pamp	193.00		20054	1000	6	410300	382		101000
127350	77461S	975 FIREMANS FUND	1,755.00								
1		FF21581 06/01/16 Clothing Allotment	1,755.00		21581	1000	7	420460	211		101000

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127351	77462S	4125 Axeman	331.78								
1		57997-01 06/01/16 Fire Helmet - Red New Captai	331.78		21580	1000	7	420460	226		101000
127352	77463S	999999 EMERGENCY APPARATUS MAINT., INC.	874.80								
1		87042 05/09/16 Repair Parts - Fire Pump	874.80		21578	1000	7	420460	230		101000
127353	77464S	999999 RADIO SERVICES	186.00								
1		80458506 05/23/16 Radio AD - Military Tribute	133.92*		21577	1000	7	420460	330		101000
2		80458506 05/23/16	52.08		21577	5510	10	420730	220		101000
127354	77465S	1571 MACS FRONTIERLAND	116.43								
1		157379 05/27/16 A-24 Roof Leak Repair	116.43		21576	5510	10	420730	364		101000
127355	77466S	999999 SHANNA WALKER	50.00								
1		63238 06/07/16 Water Refund Deposit	50.00			5210		214010			101000
127356	77366S	394 BOSS INC	408.91								
1		99931-0 05/31/16 Finance - Paper Count	39.58		21434	1000	3	410500	210		101000
2		99931-0 05/31/16 Supplies	39.58		21434	5210	25	430510	210		101000
3		99931-0 05/31/16 Supplies	39.58		21434	5310	29	430610	210		101000
12		96607-0 05/31/16 Jeff's Office - Service Call	85.00		18163	1000	4	411100	350		101000
13		95260-0 04/27/16 Finance - Password Reset	8.33		21419	1000	3	410500	220		101000
14		95260-0 04/24/16	8.33*		21419	5210	25	430510	220		101000
15		95260-0 04/27/16	8.33*		21419	5310	29	430610	220		101000
16		88783-2 03/29/16 PD - Printer Cartridge	180.18*		21854	1000	5	420140	210		101000
127357	77467S	2847 STEADMANS ACE HARDWARE	102.16								
1		212327 05/11/16 Wire Rope Clamp & Misc Supplie	102.16*		477	5610	87	430300	230		101000
127358	77367S	572 VERIZON WIRELESS	129.59								
1		9766060462 05/25/16 Fire Department - Verizon	93.30		21582	1000	7	420460	345		101000
2		9766060462 05/25/16	36.29*		21582	5510	10	420730	345		101000
127359	77468S	4146 Car Quest - East-Mont Auto	818.00								
1		117595 05/27/16 Seat Covers Unit 7 & 11	327.20		21608	2510	107	430220	363		101000
2		117595 05/27/16	81.80		21608	2520	108	430220	363		101000
3		117595 05/27/16	204.50*		21608	5210	23	430550	363		101000
4		117595 05/27/16	204.50*		21608	5310	31	430630	363		101000
127360	77469S	317 BILLINGS CLINIC	600.00								
1		508533594- 05/26/16 Sexual Assault Exam	600.00*		21855	1000	5	420140	350		101000

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127361	77470S	999999 MICHAEL WADE	143.26								
1		L3220 06/02/16 3220 Padlocks	143.26		20993	5310	32	430690	230		101000
127363	77471S	4147 Bestway Taxi, LLC	45.00								
1		BWT20000 05/31/16 Cab fare Vol J Hart	45.00		20000	2985	15	450330	379		101004
127364	77472S	283 MONTANA STATE LIBRARY	4,128.29								
1		MSCFY2017 05/25/16 MT Shared Catalog Annual Co	4,128.29		20576	2220	16	460100	350		101000
127365	77473S	4148 NEUTRALOX INC.	13,051.52								
1		AN160014 03/15/16 Catalyst, Dust Filter, UV La	13,051.52		20992	5310	33	430640	230		101000
127366	77474S	999999 LAKESIDE EQUIPMENT CORPORATION	1,334.00								
1		16-1360 05/17/16 Relay outputs, expansion vent	1,334.00		20987	5310	33	430640	230		101000
127367	77475S	2864 SUPERIOR LAMP & SUPPLY	927.94								
1		S4002977-0 05/27/16 T8 UV Lamp and Led Bulbs	927.94			5310	33	430640	230		101000
127368	77476S	1343 HORIZON IMPLEMENT	406.60								
1		2066008 04/09/16 Unit 33 Seal (mower)	325.28		21613	2510	107	430220	363		101000
2		2066008 04/09/16	81.32		21613	2520	108	430220	363		101000
127369	77477S	278 TITAN MACHINERY	888.64								
1		7809808 06/01/16 Unit 43	710.91		21612	2510	107	430220	363		101000
2		7809808 06/01/16	177.73		21612	2520	108	430220	363		101000
127370	77478S	267 HAYNES ENTERPRISES	7,941.25								
1		2148 05/05/16 Curb - 1802 Gordon	1,085.15		21995	2510	107	430234	350		101000
2		2148 05/05/16 ADA	1,228.50		21995	2510	107	430235	230		101000
3		2186 06/05/16 Curb - ProBuild West	909.45		21995	2510	107	430234	350		101000
4		2186 06/05/16 ADA	1,550.50		21995	2510	107	430235	230		101000
5		2187 06/05/16 Curb Pro Build East	973.83		21995	2510	107	430234	350		101000
6		2187 06/05/16 ADA	1,441.72		21995	2510	107	430235	230		101000
7		2188 06/05/16 Curb - 800 S Custer	353.10		21995	2510	107	430234	350		101000
8		2188 06/05/16 ADA	399.00		21995	2510	107	430235	230		101000
127371	77479S	2152 MONTANA MAGISTRATES ASSO	200.00								
1		MMA20055 05/20/16 Montana Magistrates Annual	200.00*		20055	1000	6	410300	334		101000
127372	77480S	999999 SAM WINKLEY	64.00								
1		ATR20995 06/08/16 Travel Request to Helena	64.00		20995	5310	33	430640	370		101000

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127373	77481S	999999 TOM SPEELMAN	64.00								
1	ATR20996	06/08/16 Travel Request to Helena	64.00		20996	5310	33	430640	370		101000
127374	77482S	1970 MONTANA DAKOTA UTILITIES	9,231.84								
1	05/31/16	GAS/ELECTRIC	82.87*			1000	8	411230	341		101000
2	05/31/16	GAS/ELECTRIC	323.44			5310	32	430690	341		101000
3	05/31/16	GAS/ELECTRIC	36.02*			5310	32	430690	344		101000
4	05/31/16	GAS/ELECTRIC	8,789.51			5310	33	430640	341		101000

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