



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*March 14, 2017
7:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- | | |
|---------------------------------|-----------|
| A. Regular City Council Meeting | 2/28/2017 |
| B. Human Resource Meeting | 2/23/2017 |
| C. Finance Committee Meeting | 3/02/2017 |
| D. Ad Hoc Wage Survey Meeting | 3/07/2017 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

- A. **ORDINANCE NO. 1311- An Ordinance Amending Sections 24-66(e) and 24-80, and Correcting the City of Miles City Zoning Map to Include City Property not Reflected and Removing Properties Lying Outside of the City Limits, and Providing for a Hearing Thereon**

13. UNFINISHED BUSINESS

- A. **ORDINANCE NO. 1311- (Second Reading) An Ordinance Amending Sections 24-66(e) and 24-80, and Correcting the City of Miles City Zoning Map to Include City Property not Reflected and Removing Properties Lying Outside of the City Limits, and Providing for a Hearing Thereon**
- B. **RESOLUTION NO. 4037- A Resolution Approving a Memorandum of Understanding With the Montana Association of Planners Board to Host Planning Conference**

14. NEW BUSINESS

- A. Transmit and discuss the results of the 2017 wage survey, and disband the Ad Hoc Committee Wage/Survey
- B. **RESOLUTION NO. 4038- A Resolution Authorizing the City of Miles City to Enter Into an Agreement Entitled “State of Montana Agreement” With the State of Montana Historic Preservation Office For Partial Funding of the Historic Preservation Officer Position**
- C. **RESOLUTION NO. 4039 – A Resolution Approving an Agreement Between the Department of the Army and Miles City, Montana for the Miles City, Montana Section 205 Feasibility Study**
- D. **RESOLUTION NO. 4040- A Resolution Approving an Extension Agreement Between the City of Miles City and the Custer County Water and Sewer District No.2**
- E. **RESOLUTION NO. 4041- A Resolution Approving a Contract Amendment for Term and Budget Between the City of Miles City and the Montana Department of Commerce for Contract Related to the Development of a Transportation Plan for Miles City**
- F. **RESOLUTION NO. 4042- A Resolution Authorizing the City of Miles City to Enter Into an Amendment to Engineering Agreement With Kadrmas, Lee & Jackson, Inc**
- G. **APPROVAL OF FEBRUARY CLAIMS**

15. ADJOURNMENT

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

REGULAR COUNCIL MEETING February 28, 2017
7:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, February 28, 2017, in the Council Chambers in City Hall, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Kathy Wilcox and Susanne Galbraith. Councilperson Jeff Erlenbusch was excused.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Public Utilities Director Allen Kelm, Police Chief Doug Colombik, Battalion Chief Brandon Stevens, Planner II Dawn Colton, Utility Billing Clerk Patti Bissell and City Clerk/Minute Recorder Lorrie Pearce. Also present was RSVP Director Betty Vail, Police Officer Dustin Sloan and Fire Fighters Matt Spiess, Jake Richards and Ben Shipp.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 2/14/2017

****** *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of February 14, 2017, and seconded by Councilperson Kassner. The motion passed by unanimous consent, 7-0.*

SCHEDULE MEETINGS

The following meetings will be held in the City Hall Conference Room:

- Finance Committee: Thursday, March 2nd @6:00 p.m.
- Ad Hoc Committee: Tuesday, March 7th @ 5:15 p.m.
- Human Resource Committee: Thursday, March 23rd @ 5:15 p.m.
- Flood Control Committee: Thursday, March 2nd @5:15

REQUEST OF CITIZENS & PUBLIC COMMENT

Mayor Hollowell stated that Ordinance 1309 is not dealing with annexation; it is a rule that allows a different aspect to annexation. If anyone present wanted to speak solely on annexation or something else (i.e. vicious dogs) this is the time to speak. If anyone wants to talk about Ordinance 1309, they will have to wait until it is reached on the agenda.

Jerry Backlund, 603 Eichler, asked to table the meeting so everyone can have the opportunity to hear the whole meeting.

Collette Butcher, 1280 US Hwy 12, felt that putting the meeting recording on the website would be too late because the City was going to vote on the Ordinance tonight.

Bob Thaden, 137 Morning Star Lane, felt that the 10 days to respond to an annexation letter was unfair to the landowners and felt the City needed to make a better process for notification. He is out of town a month at a time. He asked if the City is looking at annexing his property and when. Mayor Hollowell said there are discussions right now but it is a lengthy process and could be up to a year. Attorney Rice said that the utility rule does not initiate annexation in any way, it adds a regulation to city code that says if you receive water and sewer from the City, the City can require you to annex if you do not disconnect.

Matt Erickson, 267 Sunset Drive, asked for the decision be postponed or tabled so citizens can get more knowledge before decisions are made. He felt the issue was putting the cart before the horse and being pushed down his throat. He lives out of the city for a reason and paid a lot of money for it. If the City decided to annex the entire Aye area, would he be effected. The answer was no, because his property would have to be completely surrounded.

Beth Riggs, 3505 Bachelor, had concerns on the ordinance and felt that 10 days was not enough time for anyone to respond to the annexation notice. Would like to consider the taxes, as to what it would do to her property. Asked to postpone the decision and have the meeting at a larger venue, so everyone could hear all conversations. Not totally opposed to the annexation because she sometimes would like to be a part of the city and be part of its decisions.

Polly Peterson, 95 Green Acres, asked to postpone and find a larger venue.

Mark Peterson, 95 Green Acres, said he lives in the county and didn't agree with the water/sewer annexation. The City Council makes the city policies and does not speak for County residents. He felt the city should look at the process over again and include County in its conversations.

George Luther, 508 N Haynes, asked why the City wanted to annex, and the Mayor responded saying for the growth of the community. Said there are a lot of houses in the City that are for sale and wondered if the city was broke, Mayor said no. He said that Main Street's businesses are empty. Mayor Hollowell explained that there are four businesses' that are interested in Main Street. Mr. Luther felt that the annexation was being shoved down people throats and felt something should have been posted on doors and felt the city will have litigation problems. He asked Attorney Rice to respond to the ten days request. Attorney Rice responded by saying the 10 days is from the Whitefish case and found by the Supreme Court as lawful. The rule does not initiate any annexation proceeding, it just puts the rules on the book and it effects not just the Water/Sewer District, but all over the City. If the City would decide to take action then it would be an entirely separate process (i.e. staff reports, extension of service, plans, etc.). The City can and does require the property owners being serviced to pay for the

installation of the infrastructure. If a subdivision is built, one of the requirements from the developers is to pay for the city's main and the service line to the property, if three or four property owners wanted to extend water and sewer to their property they would be responsible for paying for it themselves. The Custer County Water and Sewer District is based on receiving water and the district would not go away unless it wanted to.

James Arneson, 75 Green Acres Drive, asked if the city would cut his water off is it going to allow him to install a septic tank because he would not be completely surrounded by the City. He pays \$2,500 in taxes and he has nothing, he does have City water. If the City cuts his water off, he will sue the City.

Kelly Draper, 810 Schmalsle, said he lives just off Truscott, in the flood plain, and owns a trailer court that is hooked up to city sewer. He had replaced the septic tank but cannot do it anymore, so felt the City had him by the throat because anytime the septic tank goes out he would be forced to hook up to City sewer. Looked like it is a way for the City to get more taxes and he will not see any improvement to his property. Was disappointed that when a septic tank goes out you need to hook up to city water. Vinton and Lewis Street is in city property and had never seen any improvements, it is almost like a third world country.

Michelle Simpson, 1016 North First, disagreed with Mr. Draper's statement, because it is not a third world country over there. When she hooked up to City water, she paid for it. She lives in the same area and is very proud of it. Asked what the big deal is, she has been paying full price for City's water and sewer and the District gets a twenty percent less bill. Utility Clerk Bissell explained that is because the twenty percent discount goes to Districts operation and maintenance.

Jim Smith, 511 Marilyn Avenue, asked what the city had to offer, that they already do not have, paved streets, and street lighting. Mayor Hollowell said a larger police and fire department and they could have improvements if they chose to pay for a Special Improvement District. Mr. Smith added that he would appreciate if a larger place with a pa system was found for the meeting to vote on Ordinance 1309.

Don Bundy, 3113 Box Elder, if refer to the twenty percent that the District does not pay, the City has its maintenance scheduled in their rate charge, the District does their own maintenance that is why there is a twenty percent discount. Asked why annexation cannot be discussed because the word annexation is in the title of the ordinance. Mayor Hollowell said it's a rule that allows annexation. The City is not annexing any property at this time. Mr. Bundy urged to table the ordinance because there is going to be litigation on it.

Rita Fischer, 715 Belmont, said that when she bought her property she had no intention in living in the city and was already hooked up to water. Asked what they will get out of the annexation, she didn't want pavement, sidewalks or lights and felt like an outcast. She has three rental properties in the county and cannot rent because the water charges are too high. Asked what the benefit to the Community would be because she loved Miles City but did not want to be part of

the City. Mayor Hollowell said that cities are the economic area, it is the center, and it is where the vast majority of people want to live. The city growing is a way to stimulate growth in the community, still pay taxes and benefit from city. Ms. Fischer said if the County residents wanted what the City wanted, they would live in the City.

Attorney Rice said that up to 1999 previous property owners signed a no protest order that was recorded and on file.

M.J. Nikelson, 709 Stephanie Avenue, felt the process was unconstitutional that was signed at the time and he signed it under protest. Attorney Rice said that it did go to litigation but there was no decision in the case.

Rita Sayer, 814 North Sewell, asked about the 1999 term date and asked what the inception date was. Attorney Rice said 1999 didn't terminate the no protest and at some time the writing was taken out of the contract for residents. She then asked for difference on the rates for water and sewer that would be paid. Asked what the sewer rate for the City is. Utility Clerk Bissell said that for a 5/8" resident meter it is \$48.18 and for a one inch meter (which is required by the District) using up to 6000 gallons, it is around \$79. She added that it depended on the size of their meters as to what cost is billed out; a 5/8" meter would be cheaper than a 3/4" meter. The District has an assessment fee of \$29.99 added to each month's bill that is paid back to the District by the City, and the sewer amount charged is paid to the City. Ms. Fischer asked if the charges would change if her property was annexed. Utility Clerk Bissell said that the assessment fee is decided by the District, not the City. Attorney Rice said that it would depend if the District stays intact, annexation does not change the ownership of the line or dissolve the district. If property is annexed there are several ways to work it out.

Carol Bean (Michael Addition), a former Custer County treasurer said that the information given at last night meeting was incorrect and would like to clarify. It was reported that on a \$250,000 house, if annexed in, taxes would go up about \$547, which was correct, but it would not go to the schools as was told at last night's meeting, one hundred percent would go to the City. The City is going to gain money and the County is going to lose money. Another thing that was inaccurately reported was the \$547 is for City taxes only, and does not include City specials. With the City specials, residents are paying \$600 to \$700 a lot so the increase of taxes would be \$1,200 to \$1,300 a year, and that would not include an improvement district cost. Not much would change with the schools and the County would lose money for their roads. Mayor Hollowell said that have a special would be their decision; the City would not force them on the property that is annexed. Councilperson Galbraith said that she lives in SID 204 and that added about \$500 to her taxes, so she thought the \$1,200 to \$1,300 was a high estimate.

Rob Pederson, 117 Pederson Road, thought the zoning were a hodge podge on North Haynes Avenue consisting of Commercial and Residential. Mayor Hollowell said that the City had not made any decision on where or when it will annex any property. Also, anything that is grandfathered, would not change until there was a new owner. Mr. Pederson then asked who takes over all the

maintenance on the roads. He felt the city did not have the equipment to do a good job and asked to look the process over and include everyone involved. His tax base would go up and asked to table and move to a larger area.

Terry Hager, 3408 Stower, would like the meeting to be at a place where everyone could hear the entire conversation and share their insight.

Tom Geery, 38 Green Acres Drive, asked to table the ordinance and participate in a larger area so everyone can hear the conversation.

Councilperson Uden moved to suspend the rules in order to hear Ordinance 1309, seconded by Councilperson Huber.

The Mayor asked for any other objections to be heard, because the City would be closing public comment and the Ordinance would be skipping a Council meeting to be voted on.

Verlyn Berger, 3523 Stower, lived in Miles City since 1988. He believes in spending money in town, but he was going to rebel with City business if his property is annexed. He suggested that everyone pay their taxes under protest or move to Forsyth, asked what are they going to get out this besides a poke in the eye.

The Mayor asked the firefighters to pass the word downstairs as to if there is any objection to move forward and close the open hearing, so if anyone wants to talk on it, now is the time.

Mayor Hollowell read a letter from Larissa Neiffer-Watson concerning animal control.

The firefighters reported back to the Mayor that there is no one else that would like to speak.

The motion passed 7-0

County Commissioner Keith Holmlund thanked the Council for extending the meeting.

Mayor Hollowell asked again if there is any other person that would like to speak on citizen request.

- A. **ORDINANCE NO. 1309- An Ordinance of the City Council of the City of Miles City, Montana Enacting Section 23-1 of the Code of Ordinances of the City of Miles City, Montana, and Adopting a Utility Rule Requiring a Property Owner's Consent to Annexation as a**

Condition of Receiving Water and/or Sewer Service

****** *Councilperson Kassner moved to postpone the motion on the Ordinance until the second meeting in March in a different venue and posted to the public, seconded by Councilperson Galbraith and, on roll call vote, passed unanimously, 7-0.*

APPOINTMENTS

Preservation Commissioners: Reappoint Kathy Doeden, Melissa Hartman, Doug Melton and Derrick Rogers

****** *Councilperson Uden moved to approve the reappointment of Kathy Doeden, Melissa Hartman, Doug Melton and Derrick Rogers to the Preservation Commissioners, seconded by Councilperson Huber and passed 7-0*

****** *Councilperson Huber moved to approve the appointment of Tayler Kennedy to the Planning Board, seconded by Councilperson Gardner and passed 7-0*

PROCLAMATIONS

None

STAFF REPORTS

City Clerk Pearce: Announced that the 2017 Montana Municipal Institute for Mayors and Councilpersons will be sometime in the week of May 7th thru May 11. Also, the Intercap loan interest for next year went from 1.55% to 2.50%

RSVP Director Vail: Explained that the America Corps is on the chopping block for budget cuts and would appreciate any support from Council. She explained that it could be completed by phone, e-mail or letter.

CITY COUNCIL COMMENTS

John Uden: Explained that he was supposed to be absent for the meeting but his wife got sick, so he will not be at the March 14th meeting. Felt bad for the individual that was stuck in the elevator and asked that Director Gray has maintenance look at it so it won't happen again.

Ken Gardner: Said he would be gone for more than ten days, which included the March 14th meeting.

*** Councilperson Uden moved to approve Councilperson Gardner's absence in excess of ten days, and was seconded by Councilperson Wilcox. The motion passed unanimously 7-0*

MAYOR COMMENTS

None

STANDING COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

- A. RESOLUTION NO. 4032- A Resolution Amending the City of Miles City's Program to Charge Mitigation Rates for the Deployment of Emergency and Non-Emergency Services by the Fire Department for Services Provided/Rendered for the City of Miles City**

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

UNFINISHED BUSINESS

- A. Motion to reconsider Ordinance 1310- (First Reading) An Ordinance Changing the Zoning of Tract No. 4 of the Dyba Addition to the City of Miles City From General Commercial Zone to Highway Commercial Zone, and Providing For a Hearing Thereon**

*** Councilperson Galbraith moved to reconsider the Ordinance, read by title only, seconded by Councilperson Kassner. After a long discussion, on roll call vote the motion passed, 6-1 with Councilperson Uden voting no*
Ordinance No. 1310 passed on first reading and referred to Finance Committee

- B. RESOLUTION NO. 4032- (Second Reading) A Resolution Amending the City of Miles City's Program to Charge Mitigation Rates for the Deployment of Emergency and Non-Emergency Services by the Fire Department for Services Provided/Rendered for the City of Miles City**

*** Councilperson Uden moved to approve the Resolution, read by title only,*

seconded by Councilperson Gardner and, on roll call vote, passed unanimously, 7-0. Resolution No. 4032 was adopted.

NEW BUSINESS

A. RESOLUTION NO. 4036- A Resolution Authorizing the City of Miles City to Award a Downtown Façade Improvement Grant to 1885 Entertainment, LLC

*** Councilperson Gardner moved to approve the Resolution, read by title only, seconded by Councilperson Andrews and, on roll call vote, passed unanimously, 7-0. Resolution No. 4036 passed*

B. RESOLUTION NO. 4037- A Resolution Approving a Memorandum of Understanding With the Montana Association of Planners Board to Host Planning Conference

Planner Colton asked Council to table the resolution because Eastern Montana Development Committee had some questions.

*** Councilperson Galbraith moved to table the Resolution until the next scheduled Council meeting, and seconded by Councilperson Gardner. On roll call vote, the motion passed by unanimous consent, 7-0.*

ADJOURNMENT

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

The meeting was adjourned at 8:55 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

Human Resources Committee
February 23, 2017

The **Human Resources Committee** met Thursday, February 23, 2017, at 5:15 p.m. in the Conference Room at City Hall. Present were Committee Members Kathy Wilcox, Susanne Galbraith, and John Uden. Jeff Erlenbusch was present, but arrived late. Also present were Councilperson Rick Huber, Police Chief Doug Colombik, City Clerk Lorrie Pearce and Deputy City Clerk/HR Officer /Committee Recorder Linda Wilkins.

Committee Chairperson Kathy Wilcox called the meeting to order.

1. Request of Citizens
None

2. Committee Member Comments
None

3. Unfinished Business

A. Draft position descriptions template, City non-union positions- pended to after completion of the Wage Survey

B. Development of wage scales for City non-union position- pended to after completion of the Wage Survey

*** Committee Member Galbraith moved to table items A and B of unfinished business, seconded by Committee Member Uden. By a voice vote, motion passed. Ayes 3, Nays 0*

C. Final review and recommendation: Interim Council Vacancies policy/procedure
Chairperson Wilcox commented that following the discussion at the Council Meeting there are no changes until item 6 which was the interview process. Bullet A time will be changed to 15 minutes, delete B and C. Committee Member Galbraith thought that a change to Item 5, bullet A should be change from 2 individuals to 3. Committee Member Uden concurred. Committee Member Erlenbusch thought that everything was looking pretty good. He thought the change of Item 5 to 3 individuals was good. There was some discussion on written ballot. Committee Member Uden commented on the written ballot and believed it was illegal. Clerk Pearce spoke with City Attorney Rice and a written ballot is not legal. Chairperson Wilcox moved on to Option 2 and wants to make sure the vote goes around the table in an orderly fashion. A motion has to be made to vote on anything. Committee Member Galbraith thought it was correct to make a motion and then vote. Another motion does not need to be made once a candidate receives the majority vote. Item 7 will be changed to reflect the motion, seconding and voting process. All other items after Item 7 will be renumbered to reflect the correct sequence.

***Committee Member Galbraith moved to accept the Interim Council Vacancy Policy with the revisions as noted, seconded by Committee Member Uden. On roll call vote, the motion passed 4-0.*

4. New Business - Dispatch Supervisor job description revisions- Linda Wilkins

HR Officer Wilkins explained to the committee that it has been difficult to fill the open 911 /Dispatch Supervisor position, especially matching the required dispatch and supervisory skills. Chief Colombik commented that it would be better to have dispatch skills and then acquire the supervisor skills associated with the position. The committee discussed changes that could be made to the position description and after some discussion the Minimum Qualifications would be changed to require dispatch experience required supervisory experience preferred but not required and add that a 1st line supervisor course must be completed within one year of hire. Language under experience should include: "Three years as a criminal justice dispatcher and/or related experience..."

***Committee Member Galbraith moved to accept the Communications Dispatch Supervisor/E911 Coordinator positions description with the revisions as noted, seconded by Committee Member Erlenbusch. On roll call vote, the motion passed 4-0.*

5. Schedule Committee's Next Meeting
Scheduled for March 23, 2017 at 5:15 p.m.

6. Adjournment

***Committee Member Erlenbusch moved to adjourn, seconded by Committee Member Wilcox. The motion passed unanimously.*

The meeting was adjourned at 6:21 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Finance Committee Meeting

March 2, 2017

The Finance Committee met Thursday, March 2, 2017 at 6:00 p.m. in the City Hall Conference room. Present were Committee Chairperson Susanne Galbraith and Committee Members Kathy Wilcox, Rick Huber and Dwayne Andrews.

Also present were: Planner I Dawn Colton, Historic Preservation Officer/Grant Writer Connie Muggli, Floodplain Administer/Auto Cad/Assistant PWPV Samantha Malenovsky, Attorney Rice, Mayor Hollowell and City Clerk/Recorder Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

1. Request of Citizens:

None

2. Ordinance No. 1311: An Ordinance Amending Sections 24-66(e) and 24-80, and Correcting the City of Miles City Zoning Map to Include City Property Not Reflected and Removing Properties Lying Outside of the City Limits, and Providing For a Hearing Thereon

****** *Committee Member Andrews moved to recommend to Council to approve the Ordinance, seconded by Committee Member Wilcox*

Committee Member Wilcox asked if anyone could explain the exceptions in section two talking about the permitting and section four referring to the Dyba addition tracts. Attorney Rice said that nothing was changed in that area, and said the only change was to the building code and map, what she was looking at already existed. The changing from General Commercial to Highway Commercial is not part of Ordinance 1311. He said the staff report was reporting on two different items, half of it was rezoning and the other half was Ordinance 1311. The marijuana shop being talked about should have nothing to do with the decision of the Ordinance being discussed.

Councilperson Galbraith said the change of the Ordinance was a line change because part of it was City and part of it was County.

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

3. Report from Grant Writers on Grants Applied for and Grants Received

Planner Colton and Officer Muggli updated the Committee on grants that have been applied for and grants received. Chairperson Galbraith updated the Committee on the grants that Battalion Chief Stevens had applied for.

4. **Review and Recommendation on Section 205 Miles City, Federal Cost Share Agreement, Project Management Plan, Scope of Work, Cost Estimate and Approval Sheet**

Administrator Malenovsky explained what the Section 205 agreement will cover:

- **Formal agreement between the City and Army Corps**
- **A three year time frame from the Corps is July, 2022; this would include the levy being completed. The one thing that could extend this date is purchasing land**
- **50% of the in kind will be paid by the City then completed by the Community, less what the Army Corps pays- will be a benefit for the City Increased from \$83,000 to \$320,000**
- **Need to compare the cost of performing task, the Army Corps versus Community which means comparing apples to apples**
- **This is the first step and when section 205 is approximately ¾ completed the City will need to decide if it wants the 205 on the Yellowstone River. This would save the City money**
- **When the Study is signed by the Government, the City will need the \$250,000, then in fiscal 2018 the City will need another \$100,000**
- **Looking into what would be better for the City, the 100 year plan or the 500 year plan. With the 100 year plan it would hopefully categorize the City of Miles City as zone A, but if the levy makes the City a bowl to hold water, that would not be good. Felt the decision would come from the Community**

*** Committee Member Wilcox moved to recommend to Council to approve the Section 205 Miles City, Federal Cost Share Agreement, Project Management Plan, Scope of Work, Cost Estimate and Approval Sheet, seconded by Committee Member Huber. On roll call vote, it passed 4-0*

5. **Adjournment**

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

The meeting was adjourned at 6:50 p.m.

Susanne Galbraith, Chairperson

Lorrie Pearce Recorder/City Clerk

Wage Survey Ad Hoc Committee
March 7, 2017

The **Wage Ad Hoc Committee** met Tuesday, March 7, 2017, at 5:15 p.m. in the Conference Room at City Hall. Present were Committee Members Kathy Wilcox, Rick Huber, Jeff Erlenbusch, Susanne Galbraith, Deputy City Clerk/Human Resource Officer/Recorder Linda Wilkins, Local 600 Member Eddie Kanduch, Sarah Lewin, Local 283A Member Tom Speelmon, Local 283 B Member Steve Fenner Absent: City Clerk Lorrie Pearce

Committee Chairperson Kathy Wilcox called the meeting to order.

1. Request of Citizens
None

2. Committee Member Comments
None

3. New Business

- A. Union staff Updates to Wage Survey Spreadsheet

- B. Non-union Staff Updates

4. Recommendation for transmission of the spreadsheet to the Mayor and Council members

- Local 283-A; City
Chairperson Wilcox asked if there were any changes that 283A Members would like to make. Committee Member Speelmon stated they were no changes they would like to see. Ok to transmit to the Mayor.
- Local 283-B; Police
Chairperson Wilcox asked if there were any changes that 283B Members would like to make. Committee Member Fenner stated he was coming into this late, so he was not sure what had happened at previous meetings. Chairperson Wilcox explained that the survey was to fulfill contract agreements for a Wage Study Survey to be completed for the upcoming contract negotiations and was only collecting information. Committee Member Fenner asked where the cities on the survey came from. Chairperson Wilcox stated that the cities that were on the spreadsheet were chosen by other 283B members who had attended the meeting and they were chosen based on the size of the city and the services provided by the police departments in each city. Committee Member Galbraith asked, what cities are class 2? Committee Member Wilkins stated class 2 cities were Anaconda, Livingston, Miles City, Whitefish, and Lewistown. Chairperson Wilcox explained choosing cities outside class 2 gave us a wider range to look at. She also stated that if 283B reviewed the data on the spreadsheet and wanted to make any small changes that could be done. Committee Member Fenner said information looked ok.
- Local 600; Fire (Eddy K; Sarah L)
Committee Member Lewin met with Linda and went over the modifications. Committee Member Lewin is still working on the information on the spreadsheets for negotiations. Wilkins commented on the worksheet she had updated for Local 600 and committee agreed on that they like the updated worksheet so it will be used along with the other worksheet to be used for the wage study survey for Local 600. Lewin commented that the other cities they had looked at were Belgrade and Columbus. Chairperson Wilcox commented Local 600 will continue to tweak the information and asked if the information as presented was ready to present to the Mayor. Lewin said that the information that was contained in the worksheet could be presented to the Mayor. Wilkins asked Lewin if there were any notes that should be added. Chairperson Wilcox wanted notes added Anaconda and Lockwood regarding the structure of government and Committee

Member Lewin wanted to add notes regarding operations information. Committee Member Lewin will contact Committee Member Wilkins about the notes.

Chairperson Wilcox asked if the non-union information was good to transmit to the Mayor. Committee Member Wilkins commented that the information was ready to transmit.

***Committee Member Erlenbusch moved to send the wage study spreadsheet on to the Mayor and that this is a strictly informational spreadsheet, seconded by Committee Member Speelmon.*

Committee Member Galbraith asked can changes still be made to the spreadsheet if the committee is disbanded. Chairperson Wilcox said it can be changes would be made through the Human Resource Committee.

***By voice vote the motion passed unanimously.*

5. Recommendation for posting on the City's website.

***Committee Member Galbraith moved to wait until after union negotiations to post any information on the website, seconded by Committee Member Erlenbusch. By voice vote the motion passed unanimously.*

6. Recommendation for disbanding of the Ad Hoc Wage Survey Committee

Committee Member Kanduch asked about moving the date for the completion of wage study survey. Chairperson Wilcox commented that the wage study information will go to the members of the committee. Committee Member Speelmon commented that if all 3 locals and the city agrees to extend the date of completion and then it can be decided whether the facts found by this committee will be accepted or if an independent contractor would be used. He thought the wage study survey conducted through this committee is beneficial because it can be tweaked and when you use an outside source there is no changing the information collected. Committee Member Erlenbusch stated the wage study is not binding. Chairperson Wilcox said we are only accepting that the information collected is as accurate and complete as it can be made. When an extension date has been determined there will be a signed agreement between the unions and City.

***Committee Member Speelmon moved to recommend to the Mayor to disband the committee, seconded by Committee Member Erlenbusch. By voice vote the motion passed unanimously.*

Chairperson Wilcox wanted it to be noted in the minutes the appreciation for the contributions of the Unions and Committee Members Nash and Wilkins. Committee Member Huber thought the process was educational and refreshing.

6. Adjournment

***Committee Member Galbraith moved to adjourn, seconded by Committee Member Wilkins. By voice vote the motion passed unanimously.*

Meeting adjourned at ~ 6:43 p.m.

Respectfully submitted,

Committee Chairperson Kathy Wilcox

Recorder Linda Wilkins

PUBLIC HEARINGS

&/OR

UNFINISHED BUSINESS

ORDINANCE NO. 1311

AN ORDINANCE AMENDING SECTIONS 24-66(e) AND 24-80, AND CORRECTING THE CITY OF MILES CITY ZONING MAP TO INCLUDE CITY PROPERTY NOT REFLECTED AND REMOVING PROPERTIES LYING OUTSIDE OF THE CITY LIMITS, AND PROVIDING FOR A HEARING THEREON.

WHEREAS, City of Miles City staff have noted minor inconsistencies between the City of Miles City zoning code and the International Building Code, as well as errors in the City of Miles City zoning map where properties lying within the city limits have not been included, and where properties lying outside of the city limits have been included;

AND WHEREAS, Section 24-96 of the Code of Ordinances of Miles City, Montana requires that proposed revisions to the zoning code or zoning map be referred to the City Zoning Commission for public hearing and recommendation to the City Council prior to any action by the City Council upon such application;

AND WHEREAS, the Miles City Zoning Commission, on February 6, 2017, upon public hearing and deliberation, recommended to the City Council that such changes be approved.

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

Section 1. Section 24-66 (e) shall be amended to read as follows:

“Bed and breakfasts may display signs as permitted by the International Building Code’s sign regulations (Appendix H).”

Section 2. Section 24-80 shall be amended to read as follows:

“A permit shall be required for any clearing, grading, excavation, construction, reconstruction, non-minor change of occupancy or use, land development, re-development or building activity, except as specifically exempted by these regulations or per Section 24-81 below. These regulations include the following four kinds of permits, the procedures for administration of which are found in Section 24-85 below:

a) A Building Permit, where compliance with zoning is assessed, shall be required for any new building activity listed as “permitted” in the various districts adopted by these regulations (see Sections 24-15 through 24-39).

b) A Conditional Use Permit shall be required for any land use or building activity listed as a “conditional use” in the various zoning districts (see Sections 24-15 through 24-39).

c) A Change of Occupancy Permit is required when a non-minor change in use or occupancy occurs in a building or on a premises.

d) A Certificate of Occupancy is required when a new building is completed.

Building permit applications are submitted with applications for the above permits when building codes apply to the development. Building permits are then processed by the Miles City Building Inspector in conjunction with zoning review by the Administrator and, when applicable, the Board of Adjustment. Sign permits are authorized under separate ordinance – see Appendix H of the International Building Code for sign regulations in Miles City.”

Section 3. Zoning for the following described real property located within the City of Miles City, Custer County, Montana, and owned by the City of Miles City, is hereby rezoned from having no zoning designation to Open Space (OS) zone, to wit:

Tract B Less Highway located in Section 33, Township 8 North, Range 47 East, P.M.M., Custer County, Montana, according to the official plat and survey thereof on file with the Clerk and Recorder in and for Custer County, Montana.

Section 4. The following described real properties located outside the City of Miles City, Custer County, Montana, are hereby removed from the zoning jurisdiction of the City of Miles City and thereby will no longer having a zoning designation of General Commercial (GC) under the City of Miles City’s zoning regulations, to wit:

Tract 1-A of the Dyba Addition located in Section 27, Township 8 North, Range 47 East, P.M.M., Custer County, Montana., according to the official plat and survey thereof on file with the Clerk and Recorder in and for Custer County, Montana.

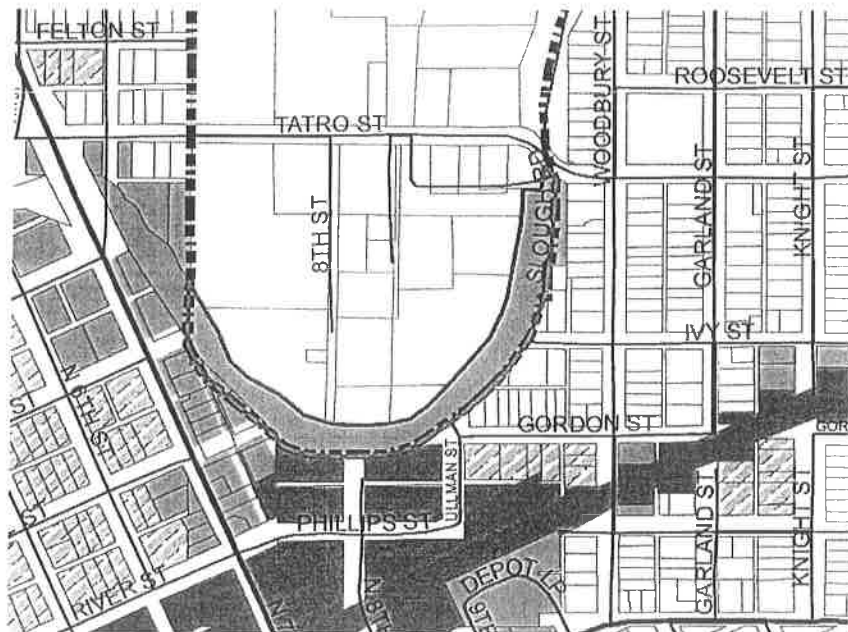
Tract 1B-A of the Dyba Addition located in Section 27, Township 8 North, Range 47 East, P.M.M., Custer County, Montana., according to

the official plat and survey thereof on file with the Clerk and Recorder in and for Custer County, Montana.

Tract 1C-A of the Dyba Addition located in Section 27, Township 8 North, Range 47 East, P.M.M., Custer County, Montana., according to the official plat and survey thereof on file with the Clerk and Recorder in and for Custer County, Montana.

Section 5. The property, in the absence of a legal description, shown in Diagram 1, below, located in the Tongue River Slough, located outside the City of Miles City, Custer County, Montana, is hereby removed from the zoning jurisdiction of the City of Miles City and thereby will no longer having a zoning designation of Open Space (OS) under the City of Miles City's zoning regulations, to wit:

DIAGRAM 1



Section 6. The City of Miles City Staff Report prepared as part of the review of this application, and attached hereto as Exhibit "A," is hereby adopted as Findings of Fact to support the Council's decision.

Section 7. Prior to final passage, a public hearing shall be held upon this proposed zoning change before the City Council at 7:00 P.M. on the 14th day of March, 2017, in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana.

Section 8. The City Clerk shall give notice of the date, time and place of such hearing by publication in the Miles City Star at least 15 days prior to the date of such hearing, containing all information required by, and in accordance with, MCA Sections 76-2-303 and 305, as well

as Section 24-97 of the Code of Ordinances of Miles City, Montana. Certified mailing of notice is not required for this Ordinance pursuant to the exception set forth in Section 24-97(b)(3) of the Code of Ordinances of Miles City, Montana.

Section 9. This ordinance shall be in full force and effect thirty (30) days after its final passage and approval.

Said Ordinance read and put on its passage this 14th day of February, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 14th day of March, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

Miles City City Council Zone Map Change and Text Amendment Request Staff Report City of Miles City

The Miles City Zoning Commission met on February 6, 2017 and held a public hearing to consider a request from the Miles City Planning Department for zone map changes and text amendments to Miles City's zoning regulations. Miles City Planner Dawn Colton and Matthew Rohrbach, contract planner with Land Solutions, presented the staff report below (MCZC-2017-02), recommending that the Zoning Commission adopt the staff report as findings of fact and make a recommendation to the Miles City City Council to approve the zone map changes and zoning text amendments.

At the public hearing no one spoke in support of or opposition to the proposed map changes and text amendments. After the close of the public hearing, the Zoning Commission unanimously adopted the findings of fact presented and recommended that the Miles City City Council approve the zone map changes and zoning text amendments.

Background Information

Below is a brief description of the proposed amendments and changes to the Miles City zoning text and map.

Zoning Text Amendment #1 – Article III. Sec 24-66 e) *“Bed and breakfasts may display signs as permitted by Section 24-51.”* This sentence references a section in the regulations which was removed during the zoning update process.

- **Proposed Amendment** – Update to read *“Bed and breakfasts may display signs as permitted by ~~Section 24-51~~ the International Building Code’s sign regulations (Appendix H).”*

Zoning Text Amendment #2 – The Miles City Zoning Regulations do not reference the sign code in the International Building Code.

- **Proposed Amendment** – Article IV. Sec. 24-80 last paragraph, change last sentence to read: *“Sign permits are authorized under separate ordinance – see Appendix H of the International Building Code for sign regulations in Miles City.”*

Zoning Map Change #1 – The zoning map adopted by the Miles City, City Council on November 9th displayed an outdated city boundary and there are four parcels shown as being in Miles City, which are actually outside city limits and thus are not subject to Miles City's zoning regulations. One parcel is currently zoned open space and is occupied by the slough at the northern end of Miles City. The other three parcels are located north of the intersection of Otter Street and North Earling Avenue and are currently zoned general commercial. See adopted and proposed zoning maps at the end of this report.

- **Proposed Change** – In light of an updated city boundary, the four properties should no longer be shown as having a zoning designation on Miles City's zoning map.

Zoning Map Change #2 – One parcel of city owned land did not receive a zoning designation during the zoning update process. See adopted and proposed zoning maps at the end of this report.

- **Proposed Change**– Designate the property in question as Open Space – see review in light of criteria below.

Zone Change

A. Applicant

City of Miles City, Planning Department
17 South 8th Street
Miles City, MT 59301

B. Owner

City of Miles City
17 South 8th Street
Miles City, MT 59301

C. Location and Legal Description of Property

The property is located on Main Street/I-94 Business Route west of the Tongue River – see vicinity map below. The legal description of the property is Tract B Less Highway located in Section 33, Township 8 North, Range 47 East, P.M.M., Custer County, Montana.



D. Existing Land Use(s) and Zoning

The property is currently vacant and is not zoned.

E. Proposed Land Use(s) and Zoning

There is not currently a proposed land use for this property and the proposed zoning is Open Space. The Open Space zone is intended to provide land without physical structures and buildings except where accessory to the provision of open space and recreational opportunities.

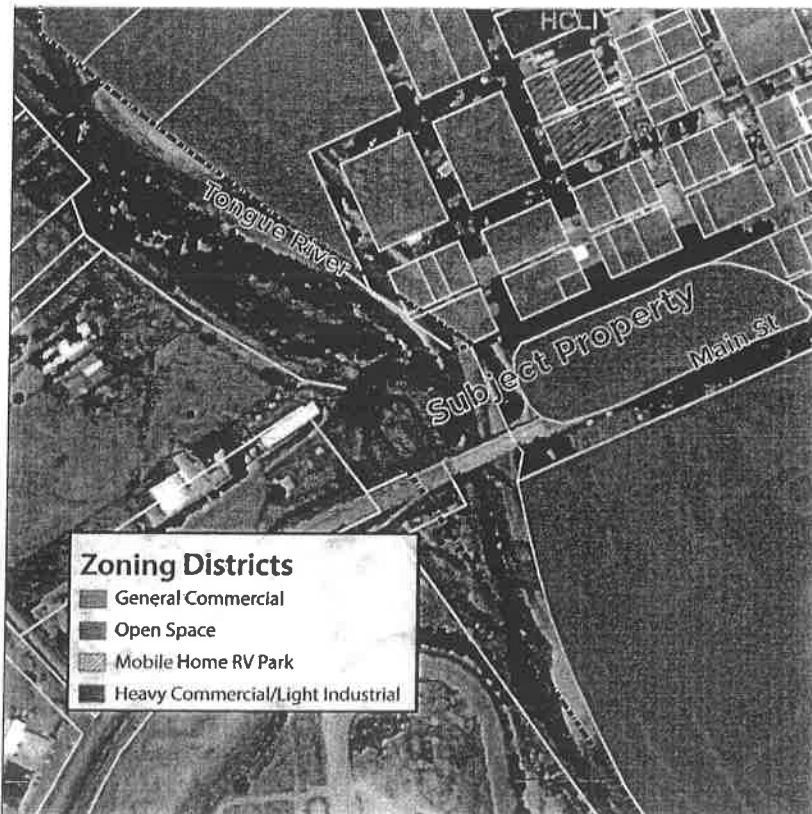
F. Adjacent Zoning and Land Uses

North: Unzoned, Vacant

East: Unzoned, Tongue River

South: Custer County Zoning Public Land, Main Street/I-94 Business Route

West: Custer County Zoning Public Land, Range Rider’s Museum



G. Size

The property is approximately 35,500 square feet

H. General Land Use Characteristics

The general land use characteristics of the area can be described as largely vacant/open space, with museums and government administrative uses to the south and west.

Evaluation of Zone Change Criteria

The following is an evaluation of the zone change request under the criteria outlined in 76-2-304, M.C.A. and in section 24-96(c) of Miles City's Zoning Regulations.

1. Is the proposed zone change in accordance with the Miles City Growth Policy?

The future land use map in Miles City's Growth Policy identifies this parcel as commercial. The commercial designation is a composite or general term that does not differentiate between the various commercial zoning designations. However, the future land use map also shows this parcel as being in the floodway of the Tongue River, making the possibility of commercial development very unlikely.

The Growth Policy contains several goals and objectives, one of which appears to apply to the proposal.

Economy objective 4.1: *Develop a Miles City gateway along the portion of the I-94 business loop which acts as the west entrance into the City.* An Open Space zoning designation would enable this property to remain in a natural state and provide for a scenic gateway along the Tongue River as kind visitors and residents enter the City.

Based on this information, the proposed zoning generally complies with Miles City's Growth Policy.

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

The property is in the service area of Miles City Fire and Rescue and Miles City Police Department. The property could be accessed from Main Street/I-94 Business Route if there were an approach and driveway in place. As Open Space, the property is not likely to generate concerns over fire, public safety, or other dangers. Based on this information the proposed zoning change is generally designed to secure safety from fire and other dangers.

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

As the property is in the floodway of the Tongue River, it is unlikely to be developed. An Open Space designation will further help keep this property free from development thus not subjecting buildings to flooding on the Tongue River. Additionally, as Open Space, the property will provide a natural area for residents to enjoy. Based on this information public health, safety, and general welfare will be promoted through the proposed zoning.

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

The proposed zoning will not adversely impact the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements, as it is Open Space and not likely to be developed. Based on the above information, the proposed zone change will facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other facilities.

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

The property is bordered by vacant land and the Tongue River. Given this information there is currently adequate light and air on the property. The proposed zoning will keep this property in its natural state as Open Space and thus will continue to provide reasonable provision of adequate light and air.

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

As Open Space the proposed zoning will not have an impact on motorized or non-motorized transportation.

7. Does the proposed zone change promote compatible urban growth?

The proposed zoning would not impact growth but would help preserve a natural corridor in the floodway and along the Tongue River. As such, the proposed zoning would promote compatible urban growth by preserving the area of open space on the banks of the Tongue River.

8. Does the proposed zone change consider the character of the district, and its peculiar suitability for particular uses?

The property is compatible with the character of the Open Space district as it is currently in a natural state with trees, grasses and shrubs. As such it is suitable for allowed uses in the district.

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

The property is in a natural state and an Open Space designation would be the most appropriate use of the land as the property is in the floodway of the Tongue River.

10. Would the proposed zone change be considered illegal spot zoning?

The property is surround by open space and vacant land as well as the Tongue River. As a result the proposed zoning of Open Space would not be considered spot zoning.

11. Does the proposed zone change correct an inconsistency in the zoning?

Yes, the proposed zoning corrects and oversight during the zoning update process, in which the property in questions was not given a zoning designation.

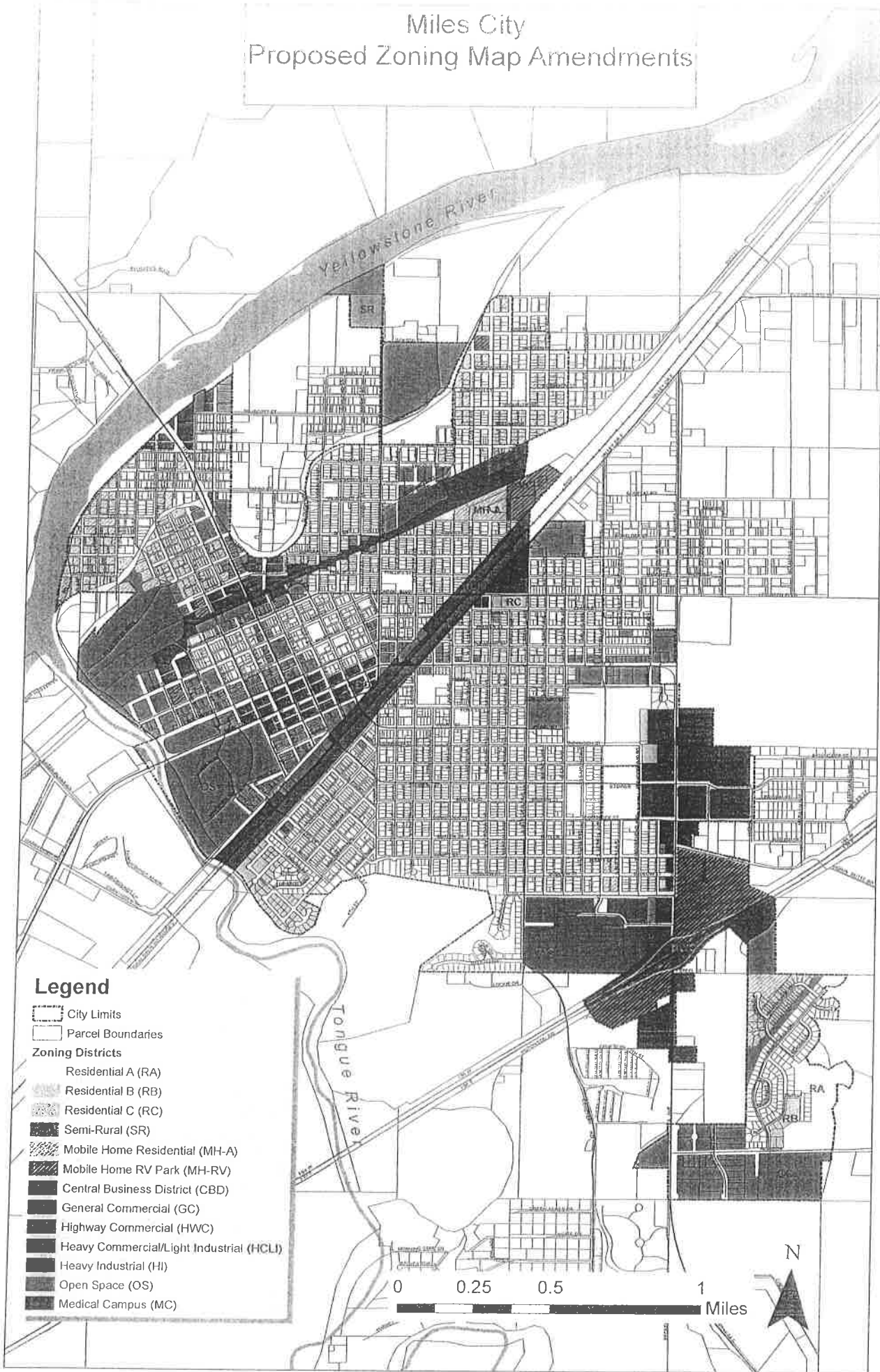
12. Does the proposed zone change address changing conditions or further a specific public challenge?

No the proposed zoning does not address a changing condition or further a specific public challenge

Recommendation

Adopt this staff report as findings of fact and approve the proposed zone map changes and zoning text amendments.

Miles City Proposed Zoning Map Amendments



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

February 7, 2017

Mayor Hollowell and City Council Members,

RE: Administrative changes to the adopted zoning map and text.

RE: Proposed re-zone for the property located at 2210 Valley Drive E Miles City, MT 59301 – at the intersection of Valley Drive E and N Strevell Avenue in the northeast portion of Miles City. The legal description of the property is, Lot 4 of the Dyba Addition, better known as the old Dairy Queen.

The Miles City Zoning Commission conducted two public hearings on February 6, 2017 to consider the requests listed above. After reviewing comments from the public hearings, the Zoning Commission recommends approval for the administrative changes to the adopted zoning map and text. Also, recommends approval for the zone change for the property described above, from general commercial to highway commercial.

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

Respectfully,

LeRoy Meidinger, Chair
Zoning Commission

A handwritten signature in cursive script that reads "LeRoy Meidinger".

RESOLUTION NO. 4037

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE MONTANA ASSOCIATION OF PLANNERS BOARD TO HOST PLANNING CONFERENCE.

WHEREAS, the City of Miles City desires to host a planning conference with the assistance of the Montana Association of Planners;

AND WHEREAS, the responsibilities of the parties have been reduced to writing in the form of a Memorandum of Understanding;

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

1. The Memorandum of Understanding, between the City and the Montana Association of Planners, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

2. The City Planner 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.

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 MARCH, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

**MEMORANDUM of
UNDERSTANDING**

**Between the City of Miles City and the
Montana Association of Planners Board**

for

The Montana Association of
Planners 2017 Conference in Miles
City, MT

The Montana Association of Planners Board (hereinafter "MAP Board") and the City of Miles City and the Miles City Area Economic Development Council (hereinafter "Miles City") have agreed to cooperate on the organization and operation of the 2017 Montana Association of Planners Conference. The following represents the understanding between the MAP Board and Miles City.

The City of Miles City will host the conference, at a location determined by the City, Miles City Area Economic Development Council and MAP Board on dates to be determined through the planning process by the City, Miles City Area Economic Development Council and MAP Board between September 1, 2017 and October 31, 2017.

The following guidelines assist the execution of a successful conference and will facilitate a smooth, productive, enlightening, profitable and fun event.

The City of Miles City and the Miles City Area Economic Development Council have agreed to serve as the co-conveners of the conference and will complete the following activities in consultation with the MAP Board:

- a) Miles City will designate at least one person to serve as a point of contact with the MAP Board.
- b) Miles City will identify the persons who will to serve on the conference committee to assist with tasks such as:
 - Providing a conference venue
 - Providing conference setup at venues
 - Organizing meals
 - Reserving hotels
 - Organizing tours and recreational opportunities
 - Providing staffing for registration
 - Providing staffing to answer conference attendee questions etc.
- c) Reserve and rent a conference venue capable of providing:
 - A room large enough to accommodate all of the conference attendees, keynote speeches, lunches and dinner.
 - 3 to 4 smaller rooms capable of accommodating conference sessions
 - Facilities at the conference venue to allow for the catering of food.

- Space for sponsors and vendors
 - Adequate parking to accommodate attendees
- d) Provide a suitable venue for the opening night mixer for attendees to mingle and socialize. Depending on the location in relation to the conference venue and hotels, a group transportation option may be appropriate.
- e) Organize and provide meals to conference attendees as follows:
- Snacks and drinks during each break – daily
 - Light appetizers for opening night mixer
 - A lunch during keynote speaker
 - Dinner for the conference banquet
- f) Organize recreational and tour opportunities for attendees after and during conference hours.
- i.e. Range Rider’s Museum, Tilt Würks Brewery
- g) Compile registration packets and handle incidentals for attendees
- Arrange for printing services and delivery to the conference site.
 - Provide badges, maps, and venue signs.
- h) Draft and administer the conference budget based on a template provided by the MAP Board. This includes forwarding invoices to the MAP Board for payment and providing a list of vendors with estimated payments prior to the conference.
- i) Identify and obtain local sponsors for the conference which can be general support or for breaks or social events.
- j) Provide daily administrative and logistics support including on-site staff for the conference.

The Miles City Planning Department and Miles City Area Economic Development Council agree to complete the tasks outlined above meeting the schedule found in the attached Exhibit A. The schedule can be amended upon the mutual consent of all the co-conveners.

The MAP Board agrees to serve as the co-convener for the conference and will perform the following services in consultation with Miles City:

- a) Designate at least one person to serve as a point of contact with the Miles City organizers.
- b) Market the conference to the MAP membership through email, the MAP web site and other options.
- c) Provide a theme and logo to the Miles City organizers for use on conference related materials.

- d) Administer attendee registration through the MAP website and MAP's Wild Apricot system.
- e) Review and approve conference budget.
- f) Pay invoices forwarded from Miles City and as approved in the conference budget.
- g) The MAP Board will collect registration fees from each attendee. The registration fees will be used to defray the cost of conference expenses.
- h) Develop a conference website.
- i) Identify and schedule keynote speakers for:
 - One lunch
 - Opening night mixer or conference banquet
- j) Call for session abstracts.
- k) Review and select abstracts for presentation at the conference.
- l) Provide honoraria, reduced registration, complimentary meals, or travel and lodging assistance for keynote speakers and conference presenters as deemed necessary.
- m) Identify and obtain state-wide sponsors for the conference in general, for breaks or for social events.
- n) Develop the conference programs.

The MAP Board agrees to complete the tasks outlined above meeting the schedule found in the attached Exhibit A. The schedule can be amended upon the mutual consent of all the co-conveners.

Sponsorship levels for the conference are:

Silver \$100-\$200

- Opportunity to be a host coffee/water/tea/snack break station
- Sponsor logo on conference agenda
- Sponsor business card (supplied by sponsor) as a conference pocket insert

Gold \$300-\$500

- A booth to display company materials and engage with attendees
- Sponsor logo on the conference agenda
- Verbal recognition as an activity sponsor during the conference
- Conference packet insert upgrade – one item identifying your company (brochure, etc.), supplied by sponsor

Platinum \$600+

- Participate in sponsorship of the conference activities and receive all the benefits of a Gold Sponsorship, **plus**:
 - A booth to display company materials and engage with attendees
 - Recognition as an official sponsor during opening remarks
 - Sponsored event host (lunch, reception, or dinner)
 - One complimentary conference registration
 - Sponsor logo on the conference website
 - A sponsor sign located in the conference area
 - Conference packet insert upgrade – up to 3 items identifying your company, supplied by sponsor

Budget, Revenues and Expenses:

The overall budget shall be reviewed and approved by the MAP Board.

Revenues shall be first used to pay conference expenses. Remaining profit shall be retained by the MAP Board for the annual operation of MAP.

Miles City shall forward invoices to the MAP Board for payment as expenses are incurred. Final conference costs and revenues shall be calculated as soon as possible after the conference closes. The parties agree to reconcile expenses and income within sixty days after the conclusion of the conference.

Agreement Execution:

The parties who sign this agreement acknowledge that they are authorized to bind their respective organizations to terms outlined in this Memorandum of Understanding.

K Dawn Colton Date
Planner II, City of Miles City

Andrew Hagemeyer, AICP Date
President, MAP

Tracy Baker Date
Miles City Area Economic Development
Council, Inc.

Exhibit A

TASK	RESPONSIBILITY	COMPLETION DATE
Designate point of contact for conference organization	Miles City and MAP Board	3/1/17
Call for session abstracts	MAP Board	3/1/17
Identify persons to serve on Miles City organizing committee	Miles City	3/31/17
Draft conference budget	Miles City	3/31/17
Review and approve conference budget	MAP Board	4/31/17
Provide invoices to MAP Board for payment as expenses are incurred	Miles City	Starting 5/1/17 and ongoing through conference
Make payments to vendors as approved in the conference budget	MAP Board	Starting 5/1/17 and ongoing through conference
Review and select abstracts	MAP Board	5/30/17
Reserve and rent conference	Miles City	6/1/17
Reserve and rent a venue for opening night mixer	Miles City	6/1/17
Market the conference	MAP Board	Starting 6/1/17 ongoing through conference
Provide a theme and conference logo to Miles City	MAP Board	6/1/17
Administer conference registration, including financial transactions	MAP Board	Starting 6/1/17 ongoing through conference
Develop a conference website	MAP Board	6/15/17
Reserve blocks of hotel rooms for attendees	Miles City	7/1/17
Identify and schedule keynote speakers	MAP Board	7/1/15
Develop the conference program	MAP Board	8/1/17
Organize and provide meals	Miles City	8/15/17
Organize recreation/tours	Miles City	8/15/17
Obtain state-wide sponsors	MAP Board	9/1/17
Obtain local sponsors	Miles City	9/1/17

Provide final list of vendors and estimated payments to MAP Board	Miles City	9/1/17
Compile registration packets	Miles City	9/15/17
Provide administrative support and logistics	Miles City	Ongoing through conference

New Business

RESOLUTION NO. 4038

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

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

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

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

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14TH DAY OF MARCH, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A

STATE OF MONTANA AGREEMENT

MT-17-023

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

The State has been awarded \$785,524 of grant monies from the U.S. Department of the Interior, the National Park Service under the Historic Preservation Fund for the Federal fiscal year of 2017 (October 1, 2016 – September 30, 2017). The funding for this agreement is provided by this award, CFDA number 15.904, Historic Preservation Fund Grants-In-Aid. The Federal Award Identification Number assigned by the National Park Service is P17AS000729, and the HPF system number is to be determined.

Section 17-1-106, Montana Code Annotated, requires any state agency which receives non-general funds to identify and recover its indirect costs (IDC). MHS's indirect cost rate is determined annually and is applied as a percentage of direct costs charged to a federal award. As defined by 2 CFR Part 200 (formerly OMB Circular A-87), MHS's current IDC rate is 12.82% for state fiscal year 2017 (July 1, 2016 to June 30, 2017). IDC will not be charged in relation to this agreement.

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

1. EFFECTIVE DATE, DURATION, AND RENEWAL

This Agreement shall take effect on April 1, 2017 and shall terminate on March 31, 2018 unless a new termination date is set or the agreement is terminated as provided in this contract. Total payments by the "Grantor" for all purposes under this contract shall not exceed \$5500.00. In the event that the grantor does not receive full funding from the National Park Service, the total grant award may be reduced, as outlined in the CLG Manual. Payment shall be made on a reimbursement basis by request of Subgrantee to the grantor. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

2. SERVICES AND/OR SUPPLIES

The Subgrantee shall:

1. Maintain an active Historic Preservation Commission (HPC) that will advocate for preservation, assist the HPO to accomplish preservation goals, and fill vacancies on the HPC promptly.
2. Participate in and carry out the responsibilities for Certified Local Government program status as outlined in "The Montana Certified Local Government Manual."
3. Ensure historic preservation concerns are considered at all levels of local government planning and are incorporated as goals of other local, state, and federal projects.
4. Administer local preservation ordinances.
5. Designate a minimum half-time designated Historic Preservation Officer (HPO) who demonstrably plays an active and consistent role in the conduct of the Subgrantee's historic preservation activities. On behalf of the Subgrantee it is the role of HPO to conduct these activities and/or work with the HPC to:
 - a. Regularly report on HPC activities at local government Commission meetings and be available for comment to these groups and other local government offices;
 - b. Provide technical assistance, direction, and/or literature on historic preservation tax credits, National Register, Federal regulations and Secretary of Interior Standards;
 - c. Evaluate historic properties for potential and feasible reuse and rehabilitation;
 - d. Coordinate, promote and participate in events such as National Historic Preservation Month and/or other preservation related activities;
 - e. Cooperate and communicate with the Grantor and fellow HPO/HPCs in Montana and elsewhere as appropriate; and

f. Submit semi-annual progress reports, meeting minutes and financial reports per deadlines outlined in this agreement. In the Final Progress Report, the HPO will identify the benefits the local government has derived as a result of the employment of a HPO, the needs of the local government for future professional preservation efforts, and any additional functions of the HPO carried out which further the understanding and implementation of historic preservation values and objectives in the local government.

6. Send at least one (1) person from the Certified Local Government to a State Historic Preservation Office (SHPO) - approved training. The attendee shall attend the entire training and report back to their Preservation Commission.

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

3. CONSIDERATION/PAYMENT

3.1 Payment Schedule. In consideration of Services rendered in this Agreement, the Grantor agrees to pay the Subgrantee as follows:

1. The Subgrantee agrees to submit semi-annual Progress Reports, meeting minutes, and Requests for Reimbursement. Reports will be accompanied by the following documentation:
 - a. The Subgrantee's name, address and agreement number MT-17-023;
 - b. A report discussing the work completed during the reporting period. Include meeting agendas and minutes;
 - c. An itemized listing of cash or in-kind donations that comprise the nonfederal match;
 - d. An itemized listing of project expenses that are charged to the federal grant; If indirect costs (IDC) are claimed for reimbursement (or match), the IDC rate must be in accordance with 2 CFR Part 200.414. A copy of the IDC approval letter from the Cognizant agency must be submitted to the Grantor and approved prior to any reimbursement.
 - e. The net request for payment (reimbursement); and
 - f. Products produced during the reporting period.
2. All Requests for Reimbursement must be approved by the Grantor prior to payment. Payment for work completed under this Agreement may be withheld pending the delivery and acceptance of such items. All Subgrantees must retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of 3 years or until an acceptable audit (accessible by auditors) has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final report. A final Request for Reimbursement must be submitted within thirty (30) days of the termination of this Agreement if they are to qualify for payment.
3. All Requests for Reimbursement will be reviewed for eligibility and allow-ability under Chapters 12, 13 and 14 of the National Park Service's Historic Preservation Fund Manual and the State CLG Manual. The Sub-grantor may request a copy of the CLG Manual from the grantor and the Historic Preservation Fund Manual is available for inspection at the SHPO.
4. The Subgrantee shall, at minimum, provide documentation detailing forty percent (40%) matching non-federal funds for the overall grant award. In order to receive the full grant award of \$5500.00, the minimum dollar amount of match necessary to be provided by the Subgrantee is \$3666.67 in matching in-kind services or cash. In the event that the grant award is reduced, the match requirement would be reduced proportionally. Requests for Reimbursement require the same 40% documentation relative to the amount requested. The accepted Grant Application, reviewed and approved by the Grantor, provides an estimation of sources and amounts of matching funds from the Subgrantee.

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

3.2 Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Subgrantee shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

3.3 Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice.

4. ACCESS AND RETENTION OF RECORDS

4.1 Access to Records. Subgrantee shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under Section 20, Severability, without incurring liability, for Subgrantee's refusal to allow access as required by this Section. (18-1-118, MCA.)

4.2 Retention Period. Subgrantee shall create and retain all records supporting the services rendered for a period of eight years after either the completion date of this Contract or termination of the Contract.

5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Subgrantee may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA) Subgrantee is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Subgrantee. No contractual relationships exist between any subcontractor and State under this Contract.

5.1 The Subgrantee agrees that the procurement of services, supplies, equipment, and construction will be obtained efficiently and economically and in compliance with the applicable federal laws, and of 2 CFR part 200.317 through 200.326, and Chapter 17 of the Historic Preservation Grants Manual.

5.2 The process for the selection of subcontractors to perform the services under this Agreement, regardless of whether by competitive bidding or negotiated procurement shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to: (1) placing unreasonable requirements on firms or individuals in order for them to qualify to do business, (2) noncompetitive practices between firms, (3) organizational conflicts of interest, and (4) unnecessary experience and bonding requirements.

5.3 Competitive bidding or negotiated procurement is required for all survey and planning subcontracts. Proposals shall be requested from an adequate number of sources (at least two or three sources) to permit reasonable competition. The Request for Proposals shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable. The Request for Proposals shall identify the survey or planning area, population, number of properties to be inventoried, funds available and volunteer support (if applicable). The Subgrantee shall document in writing the evaluation criteria used and the results of the technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for subcontract award. Subcontractors shall be selected on the basis of qualification, subject to negotiation of fair and reasonable compensation. Unsuccessful offerors shall be notified promptly. A copy of documentation of the selection process will be submitted to the Grantor prior to the initiation of the project.

5.4 Noncompetitive negotiation may be used with prior written approval from the Grantor when, after the solicitation in accordance with Section 5.3 above, competition is determined inadequate.

5.5 The Subgrantee will notify the grantor upon the selection of a subcontractor. Subgrantee will verify Subcontractor is not on the debarred list. A copy of this contract will be submitted to the grantor for review and written approval prior to its execution.

5.6 Prior to the beginning of project work or any grant payment, the Subgrantee must submit to the grantor the below listed items to demonstrate that the federal procurement requirements have been met in full:

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

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

6. EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Sections 49-2-303 and 49-3-207 of the Montana Code Annotated and the federal Civil Rights Act of 1964, (as amended) and Equal Employment Opportunity statute, in all hiring or employment made possible by or resulting from this Agreement, the Subgrantee: 1) will not discriminate against any employee or applicant for employment because of race, color, social condition, religion, sex, age, national origin, marital status, creed, political affiliation, or physical or mental handicap; and 2) will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This requirement applies to, but is not limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee will comply with all applicable statutes and Executive Orders on equal employment opportunity, including enforcement provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.

7. FAIR LABOR STANDARDS

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

8. PROHIBITION AGAINST LOBBYING

The Subgrantee must conform to provisions of 18 USC 1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002:

"No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this Section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this Section shall constitute violations of Section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply." Thus, costs associated with activities to influence legislation pending before Congress, commonly referred-to as "lobbying" is unallowable under this Agreement.

9. HOLD HARMLESS/INDEMNIFICATION

Subgrantee agrees to protect, defend, and save State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any

kind or character, including the cost of defense thereof, arising in favor of Subgrantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Subgrantee and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State, under this Contract.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Subgrantee shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Subgrantee nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

11. COMPLIANCE WITH LAWS

Subgrantee shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to:

11.1 The Montana Human Rights Act, Executive Order 11246, as amended, the Equal Pay Act of 1963, Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.), and the Americans with Disabilities Act of 1990, and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

11.2 In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Subgrantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

11.3 The Subgrantee will comply Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794) which provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

11.4 The Subgrantee will comply with the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) prohibiting discrimination on the basis of age in programs and activities receiving Federal Financial assistance.

11.5 The Subgrantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Subgrantee subjects subcontractors to the same provisions.

11.6 Minority Business Enterprise Development: Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Grant Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

11.7 The Subgrantee will comply with paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended and those award terms put forth in 2 CFR §175.15 <https://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

Additional Indemnification. Claims under this provision also include those arising out of or in any way connected with Subgrantee's breach of this contract, including any Claims asserting that any of Subgrantee 's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to excise taxes or penalties imposed on the State under Internal Revenue Code ("Code") §§ 4980H, 6055 or 6056.

The Subgrantee agrees to comply with all Federal and State wage and hour rules, statutes, and regulations, and warrants that all applicable Federal and State fair labor standards and provisions will be complied with both by the Subgrantee

and any subcontractors, in the event that subcontracted services are employed to fulfill the terms and conditions of this Agreement are agreed upon by the SHPO and the Subgrantee.

12. DISABILITY ACCOMMODATIONS

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

13. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Subgrantee acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (18-5-603, MCA) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

14. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

15. MODIFICATIONS AND PREVIOUS AGREEMENTS

15.1 This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached to the original of this Agreement, except as provided under Section 20. No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.

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

16. CONFLICT OF INTEREST

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

17. INTELLECTUAL PROPERTY/OWNERSHIP

17.1 Mutual Use. Subgrantee shall make available to the Federal government and the State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice, or created in whole or in part under this contract, if such availability is necessary for the State to

receive the benefits of this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this contract. This mutual right includes (i) all deliverables and other materials, products, modifications that Subgrantee has developed or prepared for the State under this contract; (ii) any program code, or site-related program code that Subgrantee has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this contract; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".

17.2 Title and Ownership Rights. The State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "Content"), but grants Subgrantee the right to access and use Content for the purpose of complying with its obligations under this Contract and any applicable statement of work.

17.3 Ownership of Work Product. Subgrantee shall execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.

17.4 Copy of Work Product. Subgrantee shall, at no cost to the State, deliver to the State, upon the State's request during the term of this Contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of the State's request, or such expiration or termination.

17.5 Ownership of Subgrantee Pre-Existing Materials. Subgrantee retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Subgrantee owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Subgrantee in connection with the services provided to State (the "Subgrantee Pre-existing Materials"). Subgrantee Pre-existing Materials are not Work Product. Subgrantee shall provide full disclosure of any Subgrantee Pre-Existing Materials to State before its use and to prove its ownership. If, however, Subgrantee fails to disclose to State such Subgrantee Pre-Existing Materials, Subgrantee shall grant State a nonexclusive, worldwide, paid-up license to use any Subgrantee Pre-Existing Materials embedded in the Work Product to the extent such Subgrantee Pre-Existing Materials are necessary for State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 17.3, Ownership of Work Product, or as may be expressly agreed in any statement of work, Subgrantee shall retain title to and ownership of any hardware it provides under this Contract.

18. PATENT AND COPYRIGHT PROTECTION

18.1 Third-Party Claim. If a third party makes a claim against the State that the products furnished under this Contract infringe upon or violate any patent or copyright, the State shall promptly notify Subgrantee. Subgrantee shall defend such claim in the State's name or its own name, as appropriate, but at Subgrantee's expense. Subgrantee shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

18.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Subgrantee may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine whether the Contract has been breached.

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

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

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

18.5 Publications must include the nondiscrimination statement:

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

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

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

19. AUDITING

The Subgrantee agrees to allow access to the records of the activities covered by this Agreement as may be necessary for legislative post audit and analysis purposes in determining compliance with the terms of this Agreement. The Subgrantor shall maintain all administrative and fiscal records relating to this project for three years after the final grant reimbursement is made by the Grantor to the Subgrantee. Notwithstanding the provisions of Section 20, this Agreement shall automatically terminate upon any refusal of the Subgrantee to allow access to records necessary to carry out the legislative post audit and analysis functions set forth in Title 5 Chapter 12 and 13, MCA and the financial and programmatic audit conducted by the Secretary of the Interior and the Comptroller General of the United States provided for in 2 CFR part 200.333 through 200.338.

For local governments and school districts, the subgrantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other subgrantees, such as Tribal Communities and Non-Profit Organizations, will provide the report to the Montana Historical Society, State Historic Preservation Office.

Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ccea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>

Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

20. SEVERABILITY

It is understood and agreed by the parties hereto that a declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

20.1 Termination for Cause with Notice to Cure Requirement. Subgrantee may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

20.2 Reduction of Funding. State must by law terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Subgrantee the date State's termination shall take effect. State shall not be liable to Subgrantee for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Subgrantee only for the payment, or prorated portion of that payment, owed to Subgrantee up to the date State's termination takes effect. This is Subgrantee's sole remedy. State shall not be liable to Subgrantee for any other payments or damages arising from termination under this Section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

21. **EVENT OF BREACH – REMEDIES**

21.1 Event of Breach by Subgrantee. Any one or more of the following Subgrantee acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching Section 27, Meetings, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

21.2 Event of Breach by State. State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

21.3 Actions in Event of Breach. Upon Subgrantee's material breach, State may:

- Terminate this Contract under Section 20.1, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Subgrantee may:

- Terminate this Contract under Section 20.1, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

22. **GENERAL AND SPECIFIC CONDITIONS**

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

23. **FORCE MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

24. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

25. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Subgrantee's expense.

26. LIAISONS AND SERVICE OF NOTICES

26.1 Contract Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Subgrantee shall designate a liaison that will provide the single point of contact for management and coordination of Subgrantee's work. All work performed under this Contract must be coordinated between State's liaison and Subgrantee's liaison.

Kate Hampton is State's liaison
(Address): MT SHPO, 1301 E. Lockett
(City, State, ZIP): Helena, MT 59620-1202
(Telephone): (406) 444-7742
(E-mail): khampton@mt.gov

Connie Muggli is Subgrantee's liaison
(Address): 17 South Eighth Street
(City, State, ZIP): Miles City, MT 59301
(Telephone): (406) 874-8616
(E-mail): cmuggli@milescity-mt.org

27. MEETINGS

Subgrantee shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Subgrantee and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Subgrantee a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Subgrantee's option and expense, a conference call meeting may be substituted. Subgrantee's consistent failure to participate in problem resolution meetings, Subgrantee missing or rescheduling two consecutive meetings, or Subgrantee's failure to make a good faith effort to resolve problems may result in termination of the Contract.

28. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

29. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

30. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

31.1 Contract. This Contract consists of 11 (eleven) numbered pages and any Attachments as required. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

31.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

32. WAIVER

State's waiver of any Subgrantee obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Subgrantee obligation or responsibility.

33. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

STATE OF MONTANA

Montana Historical Society

225 North Roberts

Helena, Montana 59620-1201

BY: Denise King/Administrator

Centralized Services Division, Montana Historical Society

City of Miles City

17 South Eighth Street

Miles City, MT 59301

DUNS # 134230325

BY: _____

(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

RESOLUTION NO. 4039

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND MILES CITY, MONTANA FOR THE MILES CITY, MONTANA SECTION 205 FEASIBILITY STUDY.

WHEREAS, the City of Miles City desires to engage the Department of the Army to assist in completion of a Section 205 Feasibility Study regarding the study of the Tongue and Yellowstone rivers and the flood plain within Custer County and Miles City;

AND WHEREAS, the responsibilities of the parties have been reduced to writing in the form of Section 205 Feasibility Study Agreement;

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

1. The "AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND MILES CITY, MONTANA FOR THE MILES CITY, MONTANA SECTION 205 FEASIBILITY STUDY" attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor 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.

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 MARCH, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
MILES CITY, MONTANA
FOR THE
MILES CITY, MONTANA
SECTION 205 FEASIBILITY STUDY

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Omaha District (hereinafter the "District Engineer") and Miles City, Montana (hereinafter the "Non-Federal Sponsor"), represented by the Mayor.

WITNESSETH, THAT:

WHEREAS, Section 205 of the Flood Control Act of 1948, Public Law 80-858, as amended (33 U.S.C. 701s) authorizes the implementation of small structural and nonstructural projects for flood control and related purposes;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Study" means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for flood risk management in Custer County at Miles City, Montana, at the confluence of the Tongue and Yellowstone Rivers.

B. The term "shared study costs" means all costs incurred by the Government and Non-Federal Sponsor after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes, but is not necessarily limited to, the Government's costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for

supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsor's creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation in the Study Coordination Team; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement. The term also does not include the first \$100,000 of costs for the Study incurred by the Government, whether before or after execution of this Agreement.

C. The term "PMP" means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsor, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsor's in-kind contributions, and that guides the performance of the Study.

D. The term "in-kind contributions" means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the PMP.

E. The term "maximum Federal study cost" means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount, and includes the first \$100,000 of costs for the Study incurred by the Government.

F. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. The Non-Federal Sponsor shall perform or provide any in-kind contributions in accordance with applicable Federal laws, regulations, and policies.

B. The Non-Federal Sponsor shall contribute 50 percent of shared study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article and the first \$100,000 of the costs incurred by the Government that are excluded from shared costs, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of shared study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government.

C. The Government shall include in shared study costs and credit towards the Non-Federal Sponsor's share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions, including associated supervision and administration, after the effective date of this Agreement. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor's share of shared study costs.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal Program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

H. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in shared study costs or the maximum Federal study cost.

I. In addition to the ongoing, regular discussions of the parties in the delivery of the Study, the Government and the Non-Federal Sponsor may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in the shared study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsor's costs for participation on the Study Coordination Team shall not be included in shared study costs and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, shared study costs are projected to be \$2,347,622 with the Government's share of such costs projected to be \$1,173,811 and the Non-Federal Sponsor's share of such costs projected to be \$1,173,811. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with quarterly reports setting forth the estimated shared study costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, OMAHA DISTRICT (G6)" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal

Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of shared study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of shared study costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon conclusion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of shared study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study will be terminated if a Detailed Project Report is not completed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in shared study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Samantha Malenovsky
Floodplain Administrator
City of Miles City
17 South 8th Street
Miles City, MT 59301

If to the Government:

District Engineer
U.S. Army Corps of Engineers, Omaha District
1616 Capitol Avenue Suite 9000
Omaha, NE 68102-4901

B. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

MILES CITY, MONTANA

BY: _____
John W. Henderson, P.E.
Colonel, Corps of Engineers
Omaha, District Engineer

BY: _____
John Hollowell
Mayor, Miles City
Montana

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer of Miles City, Montana, that Miles City, Montana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and Miles City, Montana in connection with the Miles City, Montana Section 205 Feasibility Study, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of Miles City, Montana have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 2017.

Dan Rice
Attorney for Miles City, Montana

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

John Hollowell
Mayor, Miles City
Montana

DATE: _____

NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS

I, _____, do hereby certify that I am the City Treasurer of Miles City, Montana (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Miles City, Montana Section 205 Feasibility Study; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Feasibility Cost Share Agreement for the Miles City, Montana Section 205 Feasibility Study.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, 2017.

BY: _____

TITLE: CITY TREASURER

DATE: _____



**US Army Corps
of Engineers**

Omaha District

DRAFT

Project Management Plan (PMP)

Miles City, Montana

U.S. Army Corps of Engineers

Section 205 Flood Risk Management Study

February, 2017

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1. FORWARD AND PROJECT SCOPE.

This Project Management Plan (PMP) represents a work plan to be used for the feasibility study phase for the Miles City Project, in Custer County, Montana. This PMP defines and documents the assumptions, scope of work, tasks, products and the level of detail required for this project. The PMP defines work tasks and products and provides the Omaha District management with a means for cost and schedule control, establishes the basis for changes and promotes both internal and external communications. The PMP is a working document and will be revised and modified by the Product Delivery Team, the Sponsor (the city of Miles City, Montana in Custer County) and the Project Review Board (PRB) as the project moves forward to completion.

1.1 PROJECT DEFINITION.

The Tongue and Yellowstone Rivers, which flow north, have a 5,397-square mile basin in northeastern Wyoming and southeastern Montana (Figure 1).

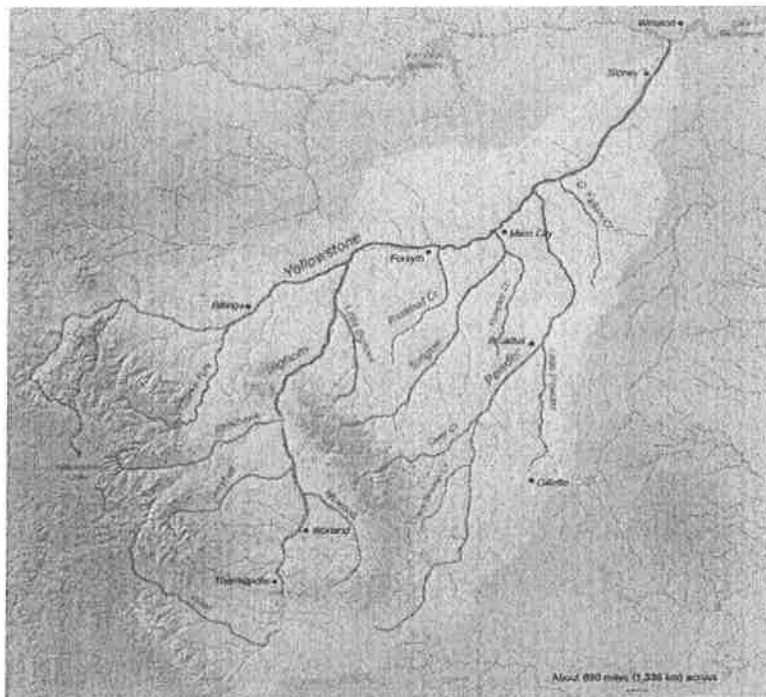


Figure 1. Map of Yellowstone River and Tongue River Basins

(Source:

<https://commons.wikimedia.org/wiki/File:YellowstoneRiverMap.jpg#media/File:YellowstoneRiverMap.jpg>)

The vast majority of development in the Miles City vicinity is located on the right banks of these two rivers. Scattered development is also located on the left bank of the Tongue River. The left bank of the Yellowstone River in the Miles City area is characterized by steeply sloping bluffs and any development is well out of the floodplain.

Prior to the revised Digital Flood Insurance Rate Map (DFIRM), an estimated 300 structures were in the 100-year floodplain. Based on the new DFIRM and the State of Montana's 2013 Multi-Hazard Mitigation Plan and Statewide Hazard Assessment, approximately 80 percent of the city is now within the 100-year floodplain, approximately 3,500 structures. Critical facilities which are located within the 100-year floodplain include both

the municipal water and wastewater treatment plants; one hospital, one nursing home, five schools, numerous churches, and a State of Montana fish hatchery. See Figure 2.

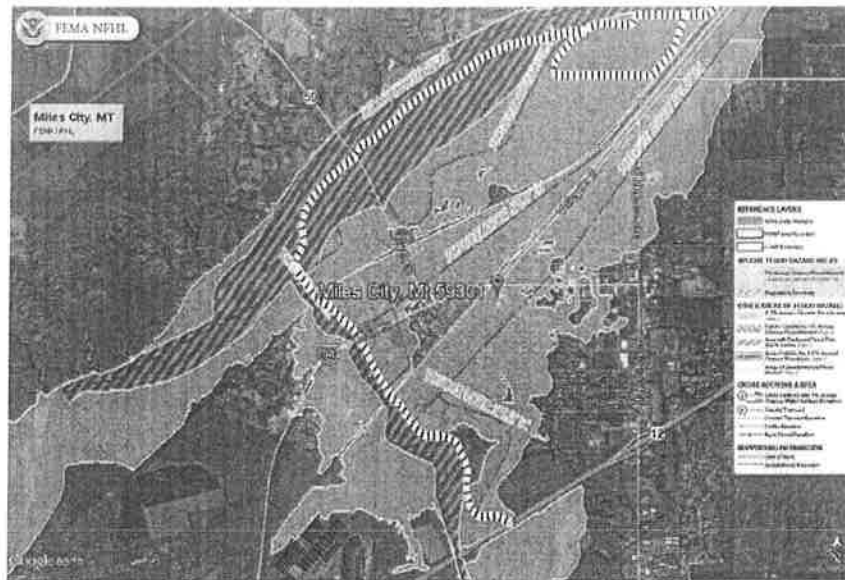


Figure 2. Inundation area for a 100-year flood event at Miles City as depicted in the updated Flood Emergency Management Agency (FEMA) DFIRM.

Miles City has been subjected to numerous floods from the Tongue and Yellowstone Rivers. Historically, the most severe flooding in Miles City has been caused by ice-affected flow conditions (i.e., floating ice cover, floating ice, or grounded ice jams). Nearly 60 percent of the 36 floods that have occurred in Miles City between 1888 and 2015 were reported as ice-affected. Twenty major ice jams occurred along the Tongue River, and the majority of those developed during the month of March.

Ice jams can form very quickly resulting in a rapid rise in water that can back up and cause flooding in adjacent and upstream areas. Ice jams can also break apart rapidly which can cause downstream flooding. In both instances, life safety can be at risk due to short warning times, depth of flood waters, ice and debris carried by floodwaters, and exposure to near freezing temperatures of the water itself. Bridges and other infrastructure that restrict the floodplain and river channel can contribute to ice jamming as they can restrict flow.

Snow melt from the Big Horn Mountains entering the Tongue and Yellowstone Rivers is another source of flooding in Miles City. Both the Tongue and Yellowstone Rivers rise in early spring as a result of snowmelt from the lower elevations in the basin and rise again in June because of snowmelt from higher elevations augmented by rainfall runoff.

Miles City, situated at the confluence of both the Yellowstone and Tongue Rivers, is threatened by flooding from both rivers and considered one of the most flood-prone communities in the state. Twenty three percent of all flood insurance policies in the state of Montana are located within Miles City.

In 1936, the Works Progress Administration constructed a levee along a portion of the Tongue and Yellowstone Rivers. This levee, which was subsequently extended both upstream and downstream by the local interests, has been flanked and overtopped during flood events. The study reach of the Tongue River and Yellowstone River is lined with non-engineered levees on the right bank. The levee has been built up and maintained over the years by the city. Ownership of the levee varies with the city owning portions of the levee and private landowners holding deeded real estate interests in the levee as well. The existing levee exhibits numerous

engineering and maintenance deficiencies, such as a history of erosion problems, mature trees on the levee and structure encroachments along the levee toe preventing it from being eligible for assistance under the USACE levee rehabilitation program authorized under P.L. 84-99.

The objective of the Feasibility Phase will be to confirm the Federal Interest by developing structural and non-structural flood risk reduction measures and combining them into feasibility-level designs (alternatives) for cost-benefit analysis. A central goal will be to identify a preferred plan based on National Economic Development (NED) Plan, Sponsor acceptability, life safety, and environmental stewardship. This PMP only covers the Feasibility Phase.

The objective of the subsequent Plans and Specification (P&S) phase is to prepare the plans and specifications necessary to construct the flood control solutions that were identified as parts of the Selected Plan during the Feasibility Study.

The objective of the final Design and Implementation (Construction) Phase is to build the project as designed during the P&S phase. Construction will be completed under Corps management and supervision by a contractor selected by an open and competitive bidding process.

1.2 SERVICES TO BE PROVIDED.

The Feasibility study is a detailed evaluation of the problems, opportunities and constraints and the evaluation of alternative methods of cost effective flood risk reduction plans. The design effort is comprehensive in nature, and will address the flood risk management issues and all socio-economic and environmental impacts related to the construction of the levee system. Construction of the project will provide the community with flood risk reduction.

1.3 KEY PRODUCTS.

A Feasibility Report will be prepared to confirm Federal Interest and recommend a feasible solution. The recommended alternative will be used in the preparation of plans and specifications detailing solutions to the flooding problem. The plans, specifications and documents related to bid preparation are the products of the Design phase of work. A completed functioning flood risk management project and operation and maintenance manuals are the products of the Implementation (construction phase).

1.4 AUTHORITY.

The authority for this project contained in Section 205 of the Flood Control Act of 1948, as amended, 33 U.S.C 701s. Section 103(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost-sharing requirements applicable to the Project. Under Section 205 of the Flood Control Act of 1948, as amended, the Government may expend up to \$10,000,000 on a single flood control project. Under Section 221 of the Flood Control Act of 1970, Public Law 99-662, as amended, provides that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project of separable element. Under Section 103(m) of the Water Resources Development Act of 1986, Public Law 99-662, as amended, the non-Federal Sponsor does not qualify for a reduction of the maximum non-Federal cost share cost. Under these guidelines, the Government and the non-Federal Sponsor have the full authority and capability to perform according to the directives of the Cost Sharing Agreement.

1.5 LOCATION

Miles City, Montana, is located at the confluence of the Tongue and Yellowstone Rivers in the southeastern portion of the state. It is located approximately 128 miles east of the North Dakota border and 145 miles west of

Billings, Montana as shown on Figure 3. The project is located on the right banks of the Tongue and Yellowstone Rivers adjacent to Miles City, MT which has an estimated population of 8,569 per the 2012 U.S Census.

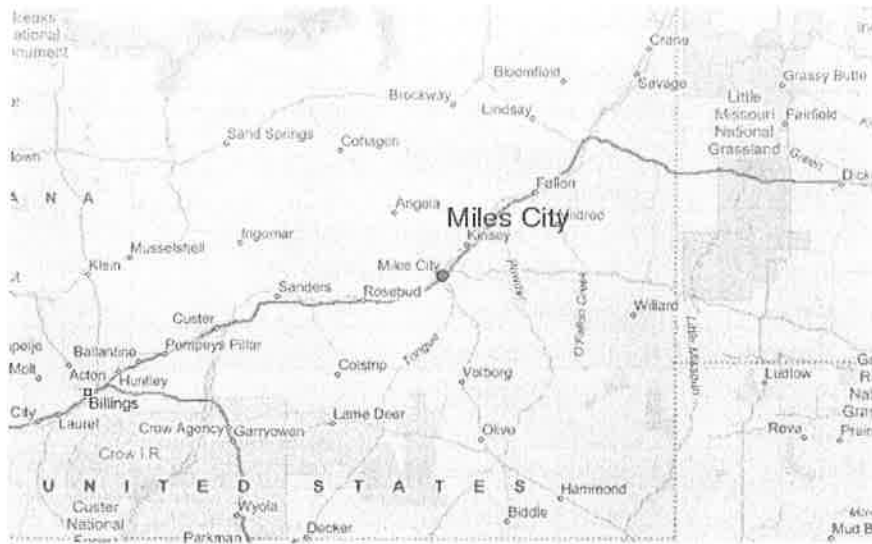


Figure 3. Location of Miles City, Custer County, MT

2. PRODUCT DELIVERY TEAM (PDT), SUPERVISOR and AD-HOC MEMBERSHIP

INFORMATION.

Table 1 reflects the current team members involved in this project.

Table 1. Current Project Team Members

Office	PDT Member	Title	
CENWO-PM-AP	Jarrett, Gwyn M NWO	Project Manager/Plan Form Lead PM	402-995-2717
CENWO-PM-P	Val Novak	Continuing Authorities Program Manager	402-995-2797
CENWO-PM-AC	Matt Vandenberg	Environmental Section	402-995-2694
CENWO-PM-AB	Patrick Nowak	Economist	402-995-2696
CENWO-PM-AB	Sandy Barnum	Lead Cultural Resource Specialist	402-995-2674
CENWO-ED-GB	Terry Matuska	Technical Lead - Civil Engineer	402-995-2234
CENWO-ED-HE	Nicole Shorney	Hydrologic Engineer	402-995-2345
CENWO-RE-C	Amanda Simpson	Real Estate Specialist	402-995-2837
CENWO-ED-HB	Rachel Shoemaker	Flood Plain Specialist	402-995-2306
CENWO-ED-HD	Laurel Hamilton	Hydraulics Engineer	402-995-2338
CENWO-ED-GS	Lynn Jenkins	Environmental Science Lead	402-995-2219
CENWO-ED-DF	James Osborn	Structural Design Engineer	402-995-2154
CENWO-ED-C	Gary Norenberg	Cost Engineer	402-995-2104
Office	Supervisor	Title	
CENWO-PM-AP	Johnson, Greg NWO	Plan Formulation Section Chief	402-995-2701
CENWO-PM-AC	Eric Laux	Environmental Resource Section Chief	402-995-2682
CENWO-PM-AB	Dave Brandon	Economic, Cultural Resource, Planning Quality Review Section Chief	402-995-2699
CENWO-ED-HE	Josh Melliger	Hydrology Section Chief	402-995-2343
CENW-RE-C	Rick Noel	Real Estate – Civil Chief	402-995-2832
CENWO-ED-HB	Tony Krause	Acting - Flood Plain Section Chief	402-995-2326
CENWO-ED-HD	Roger Kay	Hydraulics Section Chief	402-995-2342
CENWO-ED-GS	Marc Anderson	Chief Environmental Section	402-995-2285
CENWO-ED-DF	Wayne Boeck	Chief Structural Section	402-995-2151
CENWO-ED-C	Steve Kemp	Chief Cost Engineering	402-995-2103
CENWO-ED-C	Gary Norenberg	Cost Engineer	402-995-2104
Ad Hoc-			
Miles City	Samantha Malenovsky	City Flood Plain Administrator	406-874-8617
Miles City	John Hollowell	Mayor	406-234-3462

3. CRITICAL ASSUMPTIONS AND CONSTRAINTS. This project contains the following Assumptions and Constraints:

(Assumptions and constraints are very preliminary as the Feasibility Study has not begun)

3.1 ASSUMPTIONS – The following assumptions were made in developing the Project Objectives:

The study will include the following steps for the Tongue and Yellowstone Rivers:

1. Problems and Opportunities
2. Existing and Future without Conditions
3. Scoping meeting
4. Preliminary screening measures on the Tongue
5. Preliminary screening measures on the Yellowstone

The following steps (6-16) will be carried through on the Tongue River to complete feasibility on the Tongue River. Re-scoping may occur with the Sponsor based on linkage and Yellowstone Rivers to determine the path forward addressing the Yellowstone River, based on the first five steps and also to discuss the inclusion of the Conditional Letter of Map Revision (CLOMR) submittal on the Tongue River nearing the conclusion of the Tongue River feasibility report.

6. Plan formulation, evaluate, compare and recommend the plan selected on the Tongue River and the Yellowstone if later added
 7. Prepare Draft Report
 8. Supervisor Review (DQC)
 9. Agency Technical Review (ATR)
 10. ED-C (Cost MCX (Center of Expertise) coordination and certification) as part of ATR
 11. Independent External Peer Review (IEPR)
 12. Major Decision Milestone Briefing with Division
 13. Public review of report
 14. Revise report
 15. Submit report for approval
 16. Sign agreement to proceed into design and implementation.
- The goal of the project is to reduce flood risk for the Miles City, MT community and to identify a structural and/or nonstructural solution to minimize flood risk. Additionally, if the recommended alternative is a structural solution, the project would be constructed meeting the requirements of P.L. 84-99 and to assist the community with flood plain development according to the guidelines established under the National Flood Insurance Program (NFIP).

3.2 CONSTRAINTS: The following planning constraints were established as a framework in defining the selected Project Plan:

- Minimize potential impacts to cultural resources, wetlands and federally listed endangered species.
- Minimize the need for relocating commercial and industrial services, as well as residential structures.
- Minimize adverse environmental effects associated with any recommended project.
- Design measures shall provide a net reduction to life safety risks.

4. WORK BREAKDOWN STRUCTURE.

The Work Breakdown Structure (WBS) is a description of the scope of work into its component products and sub-products in a hierarchy of levels. A product at any level is made up of those products in the levels below it. The breakdown of the scope continues down to a level at which work can be assigned to a specific organization (a District branch or section). This generally corresponds to the lowest level of cost

account reporting. For contracted or in-kind work, the breakdown is similar, as each subproject, parent task and subordinate task needs to be specified and provided with an estimated cost.

A work breakdown structure of tasks and subtasks proposed for the Feasibility Phase is provided in Appendix 1. The work breakdown structure for the Design and Implementation Phase will be developed late in the Feasibility Phase, once the flood risk reduction measures and plans have been formulated.

5. FUNDING.

Prior to the signing of the FCSA, the initial part of the Feasibility Process includes completing the Federal Interest Determination which is 100% Federally Funded. Up to \$100,000 can be provided for this initial Feasibility Study Task which was approved on March 25, 2016.

In the Feasibility Study Phase (after the FCSA is signed), work integral to the project is presented in the Scope of Work (SOW) and cost estimate, Attachment 1 and Attachment 2. Work will be cost shared between the Federal Government (U.S. Army Corps of Engineers) and the Local Sponsor (Miles City, Montana). The Federal Government provides 50% of the total Feasibility Study Cost and the Sponsor provides cash or services equal to the other 50% of the cost. In the Design and Implementation Phase, the cost share breakdown changes to 65% Federal and 35% Sponsor funding. Typically the sponsor provides some work-in-kind in lieu of cash as well as real estate interests as part of their matching cost share.

Under the authority of Section 205 of the Flood Control Act, as amended, the Federal Government can provide up to \$10,000,000 for the project from the beginning of the Feasibility Phase through the completion of construction.

6. SCHEDULE and FUNDING.

This initial schedule, Table 2, was prepared for the Federal Interest Determination and modified upon approval of that document. The detail for the early part of the Feasibility Phase is greater than for subsequent portions of the Feasibility Study and for the Design and Implementation Phase.

Federal funding will be requested upon execution of the FCSA. Appropriation of federal funds to maintain the schedule will be determined by higher authority. The Sponsor has committed to making funds for the non-federal share available so the study may proceed to completion once initiated.

**Table 2
Schedule**

MILESTONE	DATE
Initiate Project	Dec 2015
FID Submission	March 11, 2016
FID Approval	March 25, 2016
Review Plan Developed	
PMP Developed	February 2017
FCSA Execution	March 2017
Existing Conditions & Future without Project	October 2017
Alternatives Milestone (CW261)	March 2018
TSP (CW262)	April 2018
Reviews, including IEPR Complete (CW250)	April, 2019
CAP MDM Briefing (CW263)	August 2019
Decision Document approved by CENWO (CW160)	October 2019
Decision Document approved by CENWD (CW260)	December 2019
PPA Execution	April 2020
Initiate D&I Phase	May 2020
Pre Award RE / Environmental Compliances Done	March 2021
Initiate Advertising	May 2021
Open Bids	June 2021
Construction Contract Award	July 2021
Project Completion	July 2022

7. QUALITY CONTROL PLAN AND OBJECTIVES.

This plan outlines the procedures (i.e., checks and reviews) that will be implemented to insure that the products meet the quality objectives provided above. A mandatory quality control review (QCR) or reviews is a critical element of the Corps quality control process. The details of the Quality Control and Review process are provided in the Review Plan, which is a separate document.

8. ACQUISITION STRATEGY.

The Omaha District performs the majority of Section 205 Flood Risk Management Studies and subsequent design work with in-house staff. Some of the existing conditions Hydrology, Hydraulic and Geotechnical Engineering work may be performed by an IDIQ during the Feasibility Study. The PDT and corresponding supervisory staff will evaluate each phase of this project on a case-by-case basis to determine the need for contracting support.

The acquisition strategy for the Construction Phase will be developed during the Design Phase in cooperation with Contracting Division and the Construction Division using recommended tools and processes (PASB, CAM, etc.).

9. RISK ANALYSIS.

Risk is the exposure to probability of something happening and the consequence of that event. Risk management seeks to reduce risk by identifying uncertainty and taking action to manage that uncertainty. In the context of the project goals, procedures are in place through this Project Management Plan (PMP) to assist in reducing the risk of uncertainty related to scope, cost estimates, schedule changes and study resources. These procedures will help to maintain schedule within cost limitations and under the project manager's span of control authority. Non-performance of a key project task by a member of the (Project Delivery Team) PDT is of concern, but if identified early on, can be remedied by contracting for the services. Contingency funds are also budgeted. A risk also exists in that either one of the signatories to the Project Partnering Agreement (PPA), for various reasons, may decide to terminate the agreement during any phase of work. This would result in wasted Federal resources, unless another partner can be located, or the costs recovered through negotiation. Controls that help reduce risk of project termination are frequent meetings and contacts with the sponsor, the monthly BCPERM and PRB meetings held at the Omaha District, the project managers working closely with the District, any consultants and local government, and vertical coordination meetings with HQ and NWD.

10. SAFETY PLAN.

10.1 SAFETY SUPPORT: The Omaha District PM will coordinate with the Omaha District Safety and Occupational Health Manager (SOHM). The SOHM is responsible for the district Safety and Occupational Health Program (SOHP). The SOHM is responsible for planning, organizing, overseeing, and evaluating the District SOHP, in conjunction with the PM. The SOHM or personnel from CENWO-ED-G reviews the Site Safety and Health Plan (SSHP), if required. The SOHM or staff conducts periodic safety surveys; inspections; and evaluations of all work and procedures associated with the project to include operational procedures, programmatic safety, occupational health requirements, environmental hazards, construction, public safety hazards, and personal protective equipment requirements. The SOHM ensures compliance with all applicable safety regulations and provides support to the PM for overall safety on the project site.

10.2 SAFETY REQUIREMENTS: Safety is our primary concern for the activities on-site. A Government representative is required to monitor contractor activities from a quality assurance viewpoint. This includes the contractor's safety program. Under the terms of the contract, FAR 52-212-3 Stop-Work Order clause of the basic contract, the Contracting Officer has full authority to require the contractor to take any steps deemed necessary for maintaining safe operating conditions.

The contractor is obligated by the terms of the contract to protect the lives and health of persons exposed to their operations and to safeguard property and equipment from accidental loss or destruction. All work will be performed in accordance with the safety and health provisions of the contract, EM 385-1-1 (US Army Corps of Engineers Safety and Health Requirements Manual), and federal state and local codes and standards. When a difference in standards exists, the most stringent standard applies.

In addition to being a contract requirement, a well-planned and conscientiously applied accident prevention program is essential to the efficiency, quality, and scheduling of work and the minimization of costs. The prime contractor is responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance; coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts; and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. Public safety is paramount. Sites must be secured from public access during construction.

Unsafe practices will not be tolerated. Reckless behavior or disregard of safety and health requirements will not be allowed to exist on Corps of Engineers projects. If any contractor employee endangers his own life, the lives of others, or property by disregard of safety and health requirements, the contractor shall be informed of the employee and his unacceptable attitude towards accident prevention. The contractor will be reminded of the contract requirements and be instructed to immediately resolve the problem.

When a Corps of Engineers employee identifies an immediate endangerment to life or health (imminent danger), a Stop-Work Order may be issued. Situations in this category include, but are not limited to, workers being crushed, buried, electrocuted, suffocated, thrown from moving equipment, falling, drowning, being blown up, etc. If any of the aforementioned safety concerns should arise, the following steps will be taken:

The Contracting Officer or Corps employees on-site will instruct the contractor to immediately remove workers from the area of danger or to desist from the dangerous operation or practice.

In the event a representative of the contractor is not at the site, the PM or on-site Corps employee will order the workers to extract themselves from the dangerous location or to cease the dangerous operation or practice. The PM or Corps employee on-site will ensure that the work is not resumed in the area of danger and that workers will not be involved in the dangerous operations or practices until recommendations for corrections have been fully complied with.

Defective equipment will not be operated until all deficiencies are corrected and the equipment meets inspection and testing requirements.

10.3 SAFETY EXPOSURE REPORTING: It is necessary that CENWO-SO receive monthly contractor man-hours so that we may determine our lost time frequency rates. This data must be received, telephonically, electronically, or by mail by the 5th of every month. The information needed is the number of man-hours worked by the prime and subcontractors at any particular project for the previous month. CENWO-SO needs only the total man-hours, not separated by contract.

11. CHANGE MANAGEMENT.

A procedure is necessary for defining how changes to project scope, schedule and budget can be made from the PPA and the PMP. Significant changes must have the approval of the project sponsor and the Corps. Changes or anticipated changes would be reported monthly to the sponsor.

In practice, most changes will be made with recommendations from the PDT, including the local sponsor. If there are no significant changes in scope, costs, and schedule, the project manager can approve the change. A modification to the PMP would be needed if the change is considered significant, with notable impact to scope, schedule or budget.

If there are changes that would result in an increase in total project cost or a delay in completion of the overall effort, the Corps will follow a procedure known as the Project Schedule and Cost Change Report (SACCR). After concurrence from the Project Management Team, the Corps PM will prepare the SACCR in concert with a program analyst from the Planning, Programs and Project Management Division. This provides a justification for the changes. Action is taken at the Omaha District and Northwestern Division project review boards. To be approved by the Corps at the District and the Division level, a SACCR must first be approved and signed by the project sponsor if the project is in a cost-shared phase. At the local level, the request for change and costs would be reviewed by the Steering Committee. In absence of concurrence on change in scope and schedule, the full Council or even the Executive Committee of the Flood Control Steering Committee, comprised of the city council and county commission, may need to be involved.

As indicated earlier, both the Corps and the sponsor at the Executive level (Miles City Mayor and Custer County Commissioner and the Omaha District Commander) have veto power over any proposed scope and cost changes that are perceived to be or might become controversial. This

provides both parties protection against commitments that would be unacceptable to either party; the intent is that issues would be resolved at the Project Team Level as much as possible. There will be monthly opportunities for thorough communication about potential issues at the Corps in Branch Chief Project Execution Review Meeting (BCPERM) and PRB meetings and at the sponsor level at regular agency meetings. Issues that cannot be resolved at the level of the Project Team would be raised to the Executive Office level. The Omaha District Commander would assign the Deputy to the Omaha District Commander, as the Corps representative. Any matter that could not be resolved at this level would first be raised to the NWD and possibly HQ level before any final decision would be made. During this time period, the sponsor would be welcome to participate in discussions and meetings to resolve any issues.

12. COMMUNICATIONS STRATEGY.

The study and design have been conducted with full and open communications within the Corps and between the Corps and the sponsors. The Corps will communicate monthly with the sponsor to address community interest and to alleviate concerns associated with the study risks, process, information and/or findings. The PDT holds periodic meetings to discuss and resolve issues, update project status, and review project reports, etc. In addition to the PDT meetings, the sponsor is updated periodically on the status of the project and receives financial information consistent with public law, regulations, and good business practices. The Corps' upper management is kept informed of the work status through reports to the BCPERM and PRB and at Quarterly Reviews with NWD. These reports are prepared by the Corps' PM and discuss accomplishment of project objectives, identify issues, and forecast changes to schedules and costs. Such internal reports are prepared monthly, quarterly, or annually, according to established District procedures. Fact sheets with condensed information about the project are maintained and updated periodically by the Corps' PM to provide background information to higher authority or to respond to other inquiries.

In addition to internal PDT communication, a priority for the project is to provide for public awareness and public participation. To facilitate public awareness for all ages, the community will utilize print and electronic methods for communication. Regular meetings will be held with local steering committees. Depending on project progress, community awareness meetings may be scheduled. Public awareness will include obtaining timely input from other federal and state agencies and interested local communities, residents and other stakeholders. This is accomplished through periodic public meetings and/or workshops, formal and informal interagency coordination, and by allowing all stakeholders the opportunity to review and comment on decision documents (e.g., the feasibility report).

A permanent project file for this project has been developed and maintained by the PM at the Omaha District in accordance with current District policies. This record file will include all formal correspondence, decision documents, and financial documents relevant to the project in electronic and/or hard copy format, as applicable.

13. VALUE ENGINEERING MANAGEMENT.

Value Management is a process to facilitate and encourage the understanding, consideration, and integration of the needs of all customers, PDT members, partners and stakeholders. Value management seeks the highest value for a project by balancing resources and quality and should be applied continuously throughout the life cycle of the project. Value Management is maintaining important functions in regard to efficiency, effectiveness and cost control during the project. A Value Engineering Study is often done during the early part of the Design and Implementation Phase. Reference EC 11-1-114 is used as a guide to value engineering.

14. CLOSEOUT.

The process covers closeout of the Plans and Specifications and Construction phases and its activities, including but not limited to completion of the design, fiscal completion, checking of contractor performance, and evaluations of the process. An Operation and Maintenance Manual is often prepared as a final task before closeout, and the relinquishment of the completed project to the local sponsor.

The PM is responsible for closeout; however, the required actions may require participation of the PDT members, especially for closeout of financial cost accounts. The closeout would also apply in situations where the project might be terminated. All outstanding obligations and commitments will need to be cleared. The sponsor's PDT member responsible for keeping financial records will assist the PM in carrying out an audit design cost expenditures, including funds used for contracted services and those for in-kind services. The PM shall also insure that all contracted services products have been accepted prior to making any final payments.

Omaha District procedures for closeout shall follow standard operation procedures. The amounts of Federal and non-federal costs will be determined and a balancing of expenditures based on the approved cost share ratio will be determined. The outcome will determine the direction and amount of any funds to be transferred between the sponsor and the Federal government.

15. REAL ESTATE. A Real Estate Plan (REP) will be prepared once the "footprint" of flood risk reduction measures is defined.

16. APPROVALS.

The PMP is valid when it has been reviewed and signed by the members of the PDT, their supervisors and the Sponsor. This PMP was prepared and approved by the PDT, supervisors and the Sponsor. See Attachment 3.

17. ATTACHMENTS.

17.1 Attachment 1: Scope of Work

17.2 Attachment 2: Cost Estimate

17.3 Attachment 3: Approval Sheet



**US Army Corps
of Engineers**

Omaha District

**Tongue River, Miles City Montana
Section 205
Flood Risk Management
Scope of Work and Cost Estimate**

February 2017

Attachment 1

INTRODUCTION

The purpose of the scope of work (SOW) is to describe the tasks that will be completed for the Miles City, MT Section 205 Flood Risk Management (FRM) study. Miles City is small eastern Montana city with approximately 8,758 residents (2014 Census Bureau), located at the confluence of the Yellowstone and Tongue Rives, in Custer County, Montana. In order to clearly identify sources of flood risk the existing conditions analysis will evaluate combined flood risk from the Tongue and Yellowstone Rivers and preliminary measures will be identified for both rivers. At this stage, actual project alternatives will be evaluate for the Tongue River only, therefore the alternatives analysis included in this SOW are limited to the Tongue River. If the problem identification analysis finds that alternatives should also be evaluated for the Yellowstone River or various combinations for the two rivers, it may be desirable to re-assess the level of effort and cost for alternatives evaluation.

The general scope of this study includes all investigations and analysis required to prepare an integrated feasibility report and environmental assessment. This includes evaluating alternatives and determining the National Economic Development plan and any other reasonable alternatives, and recommending a plan. Also included is coordination with the sponsors and other stakeholders and public outreach to ensure that the study adequately considers and reflects local concerns and input. Work will be completed in accordance with applicable policy, guidance and requirements.

A description of the work and costs of the study are outlined below. The study costs reflect existing products, and prior work completed by the Omaha District and other agencies. Prior work included establishing the base flood elevations for a range of events, land use inventories, economic analyses, and overall flood problem identification. The majority of the planning and engineering work that is needed to complete the study involves evaluating flooding potential, formulating alternative plans, evaluating the effects of alternative plans, comparing alternative plans, and selecting the recommended plan for implementation.

Please note the accompanying scope and cost estimates assume labor performed at or slightly above current pay rates and only includes tasks known to be essential at this time. Some deviation may occur over the duration of the project's development. Such deviations would need to be coordinated with the study partners.

SUMMARY OF WORK AND COSTS

Below is a breakdown of proposed work and estimated costs. This information reflects tasks to be completed by the Corps of Engineers and projected work in-kind. The cost sheet parallels the summary of costs presented below. Descriptions of the work are presented by each discipline. Supplemental tasks that may be added are identified as "optional" and not included in the cost estimate. Optional items are identified at the conclusion of "Summary of Work and Costs" as "Supplemental Work".

PLAN FORMULATION AND PROJECT MANAGEMENT (PM-AA)

Formulating a flood damage reduction plan is the primary goal of the Feasibility Study and requires active involvement by the Planning Branch. A primary Plan Formulation task includes guiding the team to iterate through the 6 steps Plan Formulation Process which are noted as follows:

- 1) Specify problems and opportunities.
- 2) Inventory and forecast conditions and define the without project future condition.
- 3) Formulate alternative plans.
- 4) Evaluate the effects of alternative plans.
- 5) Compare alternative plans.
- 6) Select the recommended plan and prepare for the PED phase.

For this study the following steps will be implemented on the Tongue and Yellowstone Rivers:

1. Problems and Opportunities
2. Existing and Future Without Conditions
3. Preliminary screening of measures on the Tongue and Yellowstone Rivers
4. Plan Formulation of alternatives on the Tongue River
5. Evaluating the effects of alternative plans on the Tongue River
6. Comparing alternative plans on the Tongue River
7. Selecting the recommended plan for the Tongue River and prepare for the PED phase
8. Re-scoping based on linkage between Tongue and Yellowstone Rivers could occur following Step 3 that would also include the Yellowstone River in Steps 4-7. This option would be discussed if it is in the Federal interest and the sponsor so chooses.

Other Plan Formulation tasks include planning, conducting and documenting meetings; being involved in the public involvement process to comply with the National Environmental Policy Act (NEPA), District Quality Control (DQC), Alternative Technical Review (ATR), Independent External Peer Review (IEPR) and coordinating and preparing the draft and final feasibility report for publication.

Project management includes work to direct the progress of the feasibility effort. A primary Project Management task is defining the critical study path in order to lead the feasibility study forward in a timely fashion. Other Project Management tasks include necessary upward reporting through the District and Division (i.e. Branch Chief Project Execution Review (BCPERM), Project Review Board (PRB) and data calls), and coordination with the sponsor. The Project Management Plan (PMP) will be updated during the study as needed. It's anticipated that the study will be re-scoped after the preliminary screening of measures on the Tongue and Yellowstone Rivers is completed. Project management also includes study coordination team funds for senior Corps staff, tracking budgets, scheduling and managing project funds, and preparing milestone meetings.

The sponsor will be asked to provide input throughout the study. In addition to coordinating with

the Corps of Engineers, attending meetings integral to the study, as agreed upon, the sponsor will respond to requests related to plan formulation. It's also anticipated there will be miscellaneous Corps of Engineers requests related to technical information and emerging issues the sponsor will respond to. The sponsor will review the draft and final reports and attend Corps public meetings. The sponsor may be asked to assist in responding to ATR and IEPR comments.

Cost Estimate:

Corps of Engineers Plan Formulation: \$103,533.00

Corps of Engineers Project Management: \$150,699.00

Total: \$254,232.00

Projected Work in Kind: \$117,900.00

Total Plan Formulation/Project Management: \$372,132.00

PROGRAMS MANAGEMENT (PM-P)

The Planning, Programs, and Project Management Division assists the project team and sponsor with managing project funds within the USACE financial management system. A program analyst will be assigned to the project to assist with budgets documents, funding requests, scheduling funds, documentation for in-kind service, closing out the project, and a host of other daily activities. Estimated costs for this effort are shown below.

Cost Estimate:

Total Corps of Engineers Programs Management: \$33,200.00

HYDROLOGY (ED-HE)

Task 1. Review Previous Reports, Site Visit Summaries, Sponsor Provided Materials, Etc.

Collection and review of applicable existing data and reports that pertain to hydrology will be performed in order to properly understand the existing conditions. The storm sewer plans provided by Miles City and the previous Flood Insurance Study (FIS) Hydrology Appendix (*Miles City, Montana Hydrologic Analysis*, Revised Nov 2007) should be thoroughly reviewed at a minimum. A site visit was conducted on June 20, 2016. Meeting notes, field photos, and other team member notes will be reviewed.

Task 2. Update Discharge-Frequencies

Discharge-frequencies for the Yellowstone River at Miles City and the Tongue River at Miles City will be updated using the same methods used previously in *Miles City, Montana Hydrologic Analysis*. This will include all-seasons, open water, ice-affected, and combined discharge frequencies for both locations. This will also include a *Bulletin 17B* record extension for the

Yellowstone River using the Sidney, MT gage, if deemed necessary. Final peak discharge-frequencies will be recommended based on which curves fit the observed data the best (all-seasons/annual curves were the best fit in the previous study).

Task 3. Hydrograph Development

Balanced hydrographs will be developed for the 2-, 5-, 10-, 20-(or 25-, hydraulic and econ discretion), 50-, 100-, 200-, and 500-year peak discharges for the Tongue and Yellowstone Rivers. This will be done using HEC-SSP, and will require Volume-Duration analysis on the all-seasons daily data. If recommended peak discharges are based on something other than the all-seasons data, the recommended peak discharge frequency curve will be input in SSP for the 5-minute duration, but all seasons daily data will still be used for the other durations for simplicity.

Task 4. Coincident Frequency

The coincident frequency relationship between the Yellowstone River and Tongue River will be updated using the same method as in *Miles City, Montana Hydrologic Analysis* to update Table 8 from that report. This work may be a joint effort with Hydraulics, since more recent efforts to analyze coincident frequency utilized HEC-RAS.

Task 5. Update Stage-Frequencies

The stage-frequencies for the Yellowstone River at Miles City for both open water and ice-affected will be updated, following the same procedures used in *Miles City, Montana Hydrologic Analysis*.

Task 6. Formulation of Measures

Team workshops will be held to formulate measures for the Yellowstone and Tongue Rivers. Only preliminary measures will be formulated for the Yellowstone. It is assumed that only 1 alternative will be found and analyzed fully for the Tongue, consisting of a right bank levee and left bank non-structural measures. The levee may have 2-3 possible alignment alternatives that need to be considered. The Tongue selected measure(s) will be carried through to approximately 25-30% design completion.

Task 7. Climate Change Analysis

A climate change analysis will be performed in accordance with the latest guidance, currently *Engineering and Construction Bulletin (ECB) XX-2016* (Draft).

Task 8. Hydrologic Analyses Technical Review

An internal technical review of the various hydrologic analyses will be performed prior to the final report.

Task 9. Report Writing

Draft and finalize a report documenting assumptions, analysis, results, and conclusions. Report formatting and layout will be consistent with other team members' reports.

Task 10. Meetings, Coordination, and Travel

These tasks consist of internal coordination between Project Delivery Team (PDT) members throughout the study, and associated travel for meetings. Internal coordination meetings will be held as necessary, dependent on project status. In addition, vertical team coordination through the Hydrologic Engineering Branch Chief will be carried out after internal review and revision of the initial draft report as well as the final draft report. One trip to Miles City, MT was assumed for meetings with the sponsor and public.

Task 11. Address ATR, IEPR, and other Review Comments

Comments from various reviews will be addressed and the analyses and reports will be updated to reflect suggested changes.

Notes on Assumptions

No wind-wave analysis will be performed at this phase of the study. If a feasible project is found and moved forward, the wind-wave analysis will be performed during the design phase of the study.

Detailed interior drainage analysis will also be performed during the design phase of the study, on the final levee alignment only. Drainage structure locations and capacities will be determined during the design phase. If all interior drainage is directed away from the levee and towards the old abandoned Tongue River channel, drainage structures through the levee may not be necessary.

Task 12. Interior Drainage - Projected Work-in-Kind

An interior drainage analysis of the existing system will be performed to determine, at a minimum:

- a. The location of existing drainage structures/pipes through the levees (Tongue and Yellowstone) and their current condition (functioning or not)
- b. The location of probable drainage structures through the proposed levee alignment (few to none if all drainage is currently directed away from the levee and towards the old abandoned Tongue channel)
- c. Current drainage patterns for the City
- d. Existing ponding locations in the City for large events that exceed the storm sewer system capacity (such as a 100-year storm).

DELIVERABLES:

- a. Deliverables will be a map (GIS shapefile and report plate) with existing drainage patterns for the City (both storm sewer patterns and overland patterns for storms that exceed system capacity)
- b. A report/memorandum that explains:
 1. Modeling background
 2. Results for this task only (not the entire report for the system master plan)

3. Any proposed changes to the system that are likely to be implemented in the near future (less than 3 years) and will need to be considered as part of the existing condition for USACE's future efforts with this study.

Cost Estimate:

Corps of Engineers Hydrologic Costs: \$85,080.00

Projected Work in Kind: 5,600.00

Total Hydrologic Estimate: 90,680.00

HYDRAULICS (ED-HD)

Purpose

The purpose of this study is to characterize hydraulic impacts to evaluate flood risk management alternatives for the Tongue River at Miles City, MT. The hydraulic analysis to be performed under this study will generally consist of developing existing condition, future without-project, and future with-project water surface profiles. This modeling will then be evaluated for alternatives analysis and used in the design of flood risk reduction measures. The modeling developed and data collected under previous studies will be utilized to the fullest extent possible.

Required Study Tasks.

Task 1. Review H&H Studies and Verify Prior Data/Model Application.

Several hydraulic studies have occurred for Miles City, including a 2007 Flood Insurance Study (FIS), Miles City Emergency Action Plan for levee breaches, KLJ REPORT, and Yellowstone River Corridor Study. Review of available reports, observation data, surveys, GIS alignment files, cross sections, HEC-RAS modeling geometries, and other documentation will be applied to aid this study.

Task 2. Update Existing Conditions Steady HEC-RAS Model.

The previously developed hydraulic models will provide the baseline geometry to build upon during this study and be updated with LiDAR collected in 2012. Underwater channel data will be evaluated from previous models and merged into the extracted cross sections, if appropriate. Bridges surveyed by USGS in 2006 will be included; missing bridge data will be field verified where possible to ensure proper dimensions are entered in the model. The levee elevations along the Tongue and Yellowstone River will be obtained and incorporated. The area behind the levee will be modeled with two-dimensional computations to characterize the complex flow patterns.

Annual Chance Exceedance flood events will be obtained from the Hydrology analysis for this study for the 50, 20, 10, 4, 2, 1, 0.4, and 0.2-% annual chance exceedance events (2, 5, 10, 25, 50, 100, 250, and 500-yr Recurrence Intervals [R.I.].) Flow change locations and seasonal boundary condition discharges for the model will be established by a coincident flow analysis

between the Tongue River and the Yellowstone River. An ice analysis will evaluate the characteristics of the ice cover and ice jams to be incorporated into the model. The HEC-RAS model will be used to generate a profile for each flood event for each condition that could potentially yield the peak stage (e.g., open water summer flows and ice-cover winter flows.) A composite stage-frequency relationship will be calculated using the resulting profiles and Appendix F of Reference 1, "Guidance for Ice-Jam Analyses and Mapping." The composite ice stage process will be required for each of the 8 profiles analyzed.

A composite ice stage will be calculated for the system with an "intact levee" and "breached levee" condition for the Tongue River. Levee breach formation times, geometries, locations, and related assumptions will be estimated in agreement with the Geotechnical Section analysis and may include multiple breach locations. Each breach will be initiated at peak stage and route flows through a two-dimensional grid representing the area of Miles City protected by the levees. Hydrographs for the various frequencies will be necessary to determine duration and recession of flooding.

Modeling outputs will include composite-stage water surface profiles along the Tongue and Yellowstone River, and depth grids and extents of inundations for the entire study area. Results will be produced for each breach location and flood event (i.e., each composite stage). Results will be provided to Economics and Flood Risk and Floodplain Management Sections as depth grids and water surface elevation grids for the study area. Assistance will be provided to support the HEC-FDA analysis.

Task 3. Model Structural Alternatives.

Areas of flooding which show damages will be evaluated for potential measures of flood risk reduction by modifying the Existing Conditions HEC-RAS model. Structural project features (e.g., levee/floodwall) will be coordinated between the design team and the Sponsor, with elevations being determined by the hydraulic modeling efforts.

Hydraulic modeling detail for structural alternatives will be sufficient for the 10% Design Level. Model outputs will include depth grids and water surface elevation grids for each alternative modeled. Channel water surface profiles for the modeled alternatives will be compared to the existing conditions profiles.

Calculations will be performed on anticipated project features to support the quantities and costs for each structural alternative (e.g., riprap and turf mat quantities or other hydraulic elements included in the final project).

Task 4 GIS Files.

GIS files including shapefiles and grids will be produced and modified to support the Existing Conditions and Alternative Measures analysis. Such effort will include creating of roughness and cross-section shapefiles, inundation boundaries, and proposed levee alignments.

Task 5 Analyze Future Without Project Condition.

An evaluation will be made to determine the expected future condition of the study area. In the event a change in hydrology or other stream and floodplain characteristic needs to be modeled, the HEC-RAS model will be modified accordingly.

Task 6 Comparison to FIS Model.

The design condition profiles will be compared with the FEMA FIS model to determine extents of change in the regulatory water surface. Cross sections will then be matched accordingly to allow for demonstration of model consistency.

Task 7 Report Writing. An appendix describing the hydraulic analysis will be prepared for the feasibility report. The appendix will include a detailed description of the modeling effort, maps, water surface profiles and any other pertinent results of the hydraulic modeling efforts. Internal reviews will be completed at multiple stages during the study process, and will be carried out in accordance with the Review Plan set forth in the Project Management Plan.

Task 8 PDT Meetings, Site Visits, and Coordination.

The hydraulic engineer will attend meetings with the PDT, sponsors, and public meetings. There may also be meetings to coordinate with other agencies, such as environmental agencies. In addition, it is anticipated one or more site visits will be made to provide on-site observations of bridges, culverts, embankments, or other hydraulic control elements which impact the study.

Task 9 Tentatively Selected Plan.

The tentatively selected plan will be identified by the PDT and Sponsor as the most cost-effective alternative. Support will be provided to arrive at the decision. Once identified, the tentatively selected plan, typically, the National Economic Development (NED) Plan, will be optimized by modifying the hydraulic model results to determine the most cost-effective protection-level (e.g., 75-yr or 250-yr protection). The optimized alternative will continue to 30% Design Level.

Cost Estimate:

Total Corps of Engineers Hydraulic estimate: \$213,812.00

FLOOD RISK AND FLOODPLAIN MANAGEMENT (ED-HB)

Section 1: Nonstructural/Flood Risk Adaptive Measures (FRAM) Analysis

The purpose of the nonstructural assessment is to complete a standalone nonstructural assessment. Additionally, the purpose is to assess nonstructural measures in combination with structural alternatives such as a levee. A detailed nonstructural assessment will be completed for the City of Miles City along the Tongue River and Yellowstone River floodplains for this study and result in a specific appendix. A Corps of Engineers' hydraulic engineer or certified

floodplain manager will be assigned to the study to perform Flood Risk and Floodplain Management activities.

Analyzing a nonstructural alternative as part of a Section 205 Study is a required part of a feasibility study. The nonstructural assessment will consist of the following tasks:

Task 1-Completing Structure Inventory. As part of the nonstructural assessment and the economic modeling, an inventory of structures will be collected. There are approximately 3,400 structures within the 0.2% ACE floodplain for the City of Miles City. This task will be complete along with the USACE Economics Section.

Task 2-Determine Costs for Floodproofing Buildings (Standalone). This alternative would be to provide nonstructural FRAM recommendations to the existing buildings along the left and right banks of the Tongue River and the right bank of the Yellowstone River. An evaluation for the 1% ACE flood event water surface elevations will be completed for each structure assessed.

Based on the types of buildings and the depths of flooding computed in the hydraulic analysis, the most technically feasible floodproofing methods will be determined as outlined in the Flood Damage Reduction Matrix. To determine the cost of a nonstructural alternative, cost for floodproofing structures will be determined for the residential and commercial buildings in this area.

Task 3- Determining Benefits of the Nonstructural Alternative. The structure inventory will be modified to reflect the nonstructural alternative. This information will be provided to Economics Section. The benefits for the nonstructural alternative will be based on the existing conditions damages determined in the economic analysis. The costs and benefits of the nonstructural alternative will be compared with those for the structural alternatives.

Task 4-Determine Costs for Floodproofing Buildings with Structural Alternative. A structural alternative may alter the flood elevations. In this task the nonstructural alternative would be assessed using the hydraulic analysis with a structural alternative modeled. Based on the types of buildings and the depths of flooding computed in the hydraulic analysis, the most technically feasible floodproofing methods will be determined. To determine the cost of a nonstructural alternative, cost for floodproofing structures will be determined for the residential and commercial buildings in this area.

Task 5- Determining Benefits of the Nonstructural Alternative with a Structural Alternative. The structure inventory will be modified to reflect the nonstructural alternative. This information will be provided to Economics Section. The benefits for the nonstructural alternative will be based on the existing conditions damages determined in the economic analysis. The costs and benefits of the nonstructural alternative will be compared to the modeled structural alternative's water surface elevations.

Task 6-Nonstructural Appendix Preparation. Following completion of the Formulation and Evaluation of Alternatives Phase, a report describing the nonstructural alternative and the associated costs and benefits will be developed. This report will be included as a technical appendix to the preliminary and final feasibility reports. Report preparation includes reviewing and responding to comments.

Task 7-Meetings and Coordination. The floodproofing specialist will participate in meetings with the PDT, sponsors, the public and other agencies as needed.

Task 8-Quality Assurance/Quality Control. This includes review of the nonstructural alternative analysis and products within the District.

Section 2: EO11988 Compliance Memo.

The FRFM office is responsible for coordinating the compliance with the requirements of Executive Order (EO) 11988 (Flood Plain Management). Executive Order 11988 is applicable to all planning, design, and construction civil works projects, activities under the operation and maintenance program, and to real estate program (ER 1165-2-26). This specific policy is referenced in ER1105-2-100, Planning Guidance Notebook, and can be found at the following link: <http://planning.usace.army.mil/toolbox/library/ERs/entire.pdf>.

The FRFM office will coordinate compliance and provide wording for NEPA documentation using the policies outlined in ER1165-2-26 or updated policy based on the recently issued Executive Order 13690.

Section 3: Coordination of Study Methods with USACE FRM Policies and FEMA's NFIP Criteria

The Flood Risk Flood Management (FRFM) Office will coordinate that the project delivery team to formulate alternatives that a compliant with USACE Policy and with FEMA policy. The applicable USACE Policies include ER 11-5-2-100, EC 1110-2-6067, and ER 1165-2-26. This office will also work with FEMA and their policy on 44CFR65.10.

Section 4: Life Loss Calculations using HEC-FIA.

USACE holds life safety paramount in all flood risk reduction projects. HEC-FIA will be used to complete a risk assessment on the alternatives proposed. The risk assessment includes impacts to life safety. The software uses input from structure inventory, depth of flooding and arrive time to estimate loss of life. The FRFM office with assist and support Economics in developing the structure inventory and coordinate with Hydraulics and Hydrology as necessary.

Cost Estimate:

Total Corps of Engineers FRFM estimate: \$82,608.00

GEOTECHNICAL ENGINEERING (ED-GA)

Task 1 – Probable Failure Point (PFP) and Probable Non-Failure Point (PNP) Analysis of Existing Levee. The traditional analysis of damage reduction due to a levee does not account explicitly for uncertainty that arises as a consequence of imperfect knowledge of how an existing levee will perform from a geotechnical standpoint. The component should be described and included in an assessment of levee performance for evaluation of the with-project condition, as it will have an impact on the stage-damage relationship.

A procedure for describing the uncertainty of geotechnical performance follows. The procedure is applicable for existing and new levees not maintained or constructed to federal levee standards. This procedure defines two critical elevations for each levee reach: the PFP and the PNP. The PNP is defined as the water elevation below which it is highly likely that the levee would not fail. The highly likely condition is the probability of non-failure equal to 0.85. PFP is the water elevation above which it is highly likely that the levee would fail, and again this is interpreted as probability of failure equal to 0.85. The two elevations and the corresponding probabilities thus define a statistical distribution of levee failure, and this distribution, in turn, can be incorporated in development of the stage-damage function and description of the overall uncertainty of that function. This work will be performed in accordance with EM 1110-2-1619, Risk-Based Analysis for Flood Damage Reduction Studies, dated 1 August 1996.

The information will be provided to the economist and used in damage modeling.

Task 2 – Soil Investigation and Testing. The General Design Memorandum MY-1 dated July 1978 will be used for subsurface information. Foundation conditions along the levee alignment were determined from 46 borings spaced at approximately 50-foot intervals. This will assist in determining the feasibility of reusing the identified material within a new levee and underseepage potential of the underlying soils. Hand augered borings into the existing levee will be performed during the site visit. If the project moves beyond feasibility to full design, an additional supplemental subsurface investigation may be required.

A review and reassessment of the soil borings will be performed and formal stick logs will be created from the original field logs. The original subsurface investigation will be checked to determine if it was performed in accordance with EM 1110-2-1913, Design and Construction of Levees, dated 30 April 2000.

The native shallow soils in the area of the levee will be researched through information gathered from the Natural Resources Conservation Service, United States Geological Survey, and the City of Miles City and their consultants. Results of this research will be incorporated into the feasibility report.

Task 3 – Alternative Analysis. The proposed levee will likely be setback from the river high bank in order to provide a levee section that meets the requirements of EM 1110-2-1913, Design and Construction of Levees, dated 30 April 2000. Alternate alignments and tie-off points will be reviewed and analyzed. Any constricted areas will be identified and solutions determined for path forward (floodwall, combination floodwall/levee, realignment, alternate alignment). Once the selected alternative is set on location and features, an optimization of the level of protection versus cost will be completed. This will involve the creation of a design and quantities for each. Depending on the relative difference in the project magnitude, the designs may be preliminary effort.

Task 4 – Analyzing Levee Underseepage & Stability. The existing and proposed levee alignments will be divided into reaches after the site visit and review of topo and soil information, previously mentioned report reviews and soil data gathering. The reaches will be created by defining similar features in each reach. The features will consist of similar foundation conditions, levee heights and cross section geometry. After receiving the level of protection top of levee profiles from the hydraulic engineer, the levee reaches will be analyzed to determine if underseepage potential exists. The computer program SEEP/W developed by Geo-Slope International will be used for the analyses. If inadequate Factors of Safety result, the next step will be to design seepage berms. Seepage analyses and berm design, if applicable, will be in accordance with EM 1110-2-1913, Design and Construction of Levees, dated 30 April 2000. The computer program SLOPE/W developed by Geo-Slope International will be used for the stability analyses. Stability analyses will be in accordance with EM 1110-2-1902, Slope Stability, dated 31 April 2003.

Task 5 – Adjust Cross Section and Design for Underseepage. Design of the seepage berms (if needed) will be in accordance with EM 1110-2-1913, Design and Construction of Levees, dated 30 April 2000. The most cost effective berm design that meets the exit gradient requirements of the referenced EM will be used.

Task 6 – Develop Drawings. Drawings will include the levee alignment delineated by an outline of the levee footprint, typical cross sections, profile, ramp plan & profiles, rights-of-way limits and locations of borings. Drawings will be CADD generated and in 11” x 17” format. Report preparation includes reviewing and responding to comments.

Task 7 – Calculate Quantities. The quantities for the existing levee and the proposed design section will be calculated and provided to the cost engineer. The quantities will be calculated using a spreadsheet and/or CADD software. Existing LiDAR data will be used to determine earthwork quantities. The local sponsor is responsible for locating a usable borrow area if one is required. Prior to and during the underseepage analysis, effort will be required to finalize details with the hydraulic engineer. There will also be coordination with the cost engineer during preparation of the construction estimate.

Task 8 – Review Utility Issues and Road Raises. Utility locations provided by others will be

reviewed to determine potential impact to project features and costs. Potential utility relocations will be identified and included in project cost estimates. If needed, preliminary road raise design(s) will be completed and will include typical cross sections and quantities.

Task 9 – Meetings and Coordination. The geotechnical engineer will participate in meetings with the PDT, sponsors, the public and other agencies as needed.

Task 10 - Report Preparation. A feasibility report will be prepared that documents the geotechnical analysis and conclusions in a technical format, which will be included as an appendix in the preliminary and final feasibility reports.

Task 11 - Quality Assurance/Quality Control. This includes review of all geotechnical analyses and products within the District (peer review, PDT review, Supervisor review). It also includes the evaluation of ATR comments provided in Dr. Checks, and evaluation of IEPR comments provided in Dr. Checks.

Cost Estimate:

Total Corps of Engineer Geotech estimate: \$140,651.00

STRUCTURAL ENGINEERING (ED-DF)

Structural support will include aiding other disciplines in project feasibility involving structures including bridges, drainage structures, new retaining walls, and other assistance as needed. New conceptual drawings and calculations for any potential new structures, which will include a retaining wall, are included in this cost estimate. An existing conditions write-up at the start of the project will be provided. Time for going to meetings and supporting the cost engineer is included with the cost estimate.

Cost Estimate:

Total Corps of Engineers Structural Engineering estimate: \$19,375.00

ECONOMICS (PM-AB)

PURPOSE

The Federal objective of water resources projects is to identify a plan that maximizes net contributions to national economic development (NED) consistent with protecting the nation's environment. To assess NED impacts associated with proposed plans, the economic analysis will include an evaluation of the annual benefits of plan alternatives compared to the annual cost. Potential flood risk reduction benefits accrue through reductions to physical damages to structures and contents, infrastructure and transportation costs and reduced non-physical losses like reduced emergency response and cleanup costs.

The first step for a U.S. Corps of Engineers (Corps) evaluation of the potential opportunity for flood risk reduction is to establish the baseline conditions and quantify the Without Project Conditions Expected Annual Damages (EAD). The Without Project Condition is the land use and related conditions that are likely to occur under existing improvements (or lack of improvements), laws and policies. There are several tasks required to complete this step including a detailed land use inventory, modeling of economic and engineering variables, and quantification of potential benefits that could accrue under various flood risk reduction scenarios. After the existing and future without-project conditions are assessed, project alternatives will be, evaluated, and compared, and a plan is selected and optimized that produces the greatest net economic benefits.

The following sections describe the economic tasks that will be completed for the Miles City Section 205 Study.

A. PROJECT MANAGEMENT PLAN

Major milestones for economics work, and the cost by economic resource associated with the milestones, are outlined in the economics cost estimate. In addition, a general description of the milestones and their components are briefly outlined in this scope of work.

B. LAND USE INVENTORY

The land use inventory task involves collecting land use and structure information for all parcels with the study area boundaries, typically defined by the 500 year floodplain boundary. The land use inventory will be completed through first gathering available assessor's data, identifying data gaps, and completing a land use survey to gather data gaps.

Typically, the land use inventory begins with gathering available structure information and available GIS data, such as the information available from the Montana Cadastral Framework which compiles public and private parcel information for each county in the Montana. Information included in a structure inventory are structure location and elevation, structure square feet, type of building material, and first floor elevation. Data requirements for the land use data set include structure type and size, construction material, structure depreciated replacement value, structure content value, appurtenant value, ground elevation, first floor elevation, and stationing with regard to the source of flooding.

Detailed structure data is organized in a land use database, from which the depreciated replacement cost for each structure is developed. The depreciated replacement cost is the cost of physically replacing (reconstructing) the structure while accounting for its remaining useful life. Oftentimes, there are several key commercial and public structures that are especially important to the calculation of potential benefits. Depending upon the agreement between the Corps of Engineers and the sponsor (Miles City), the sponsor may be called upon to answer questions or collect information to inform the land use inventory.

According to the Montana Multi Hazard Mitigation Plan and Statewide Hazard Assessment completed in 2013, over 3,400 structures (primarily residential) are at risk. This represents approximately 80 percent of the city. Additionally, a number of critical facilities are located within the .01 annual chance exceedance floodplain. Those include both the municipal water and wastewater treatment plants; one hospital, one nursing home, five schools, numerous churches, and a State of Montana fish hatchery.

C. DAMAGES BASELINE & FUTURE WITHOUT PROJECT CONDITIONS

Following completion of the structure inventory and related depth damage files, the data sets will be imported into a HEC-FDA study file for modeling. Hydrologic, hydraulics and geotechnical engineering data including water surface elevations for selected flood events, stage-discharge and discharge-frequency relationships, and levee geotechnical analysis for existing levees, with required uncertainty factors for each variable will be provided to the economist.

After HEC-FDA has been set-up with all required data and model runs completed, the economist will review results with the project team to ensure validity. Depending on PDT discussions, further refinement of data inputs and reaches may be needed, and additional runs of HEC-FDA required.

In addition to the tangible damages to businesses, homes and other physical property, flood inundation or the risk of inundation can lead to emergency costs and disaster relief costs. Historical data on emergency costs will be obtained from FEMA. Data from FEMA should include public assistance costs. Typical costs of disaster housing assistance and grant assistance for individuals and families will be gathered.

Flooding or even the threat of flooding and public safety concerns may cause road closures and detouring of traffic. Detours can last for the duration of actual flooding plus the time required for road cleanup and road repairs. As described in the National Economic Development Procedures Manual-Urban Flood Damage (IWR Report 88-R-2, March 1988), the cost of traffic disruption are based on the vehicle operating costs for the additional miles traveled due to the detour, as well as traffic delay costs for passengers.

Transportation infrastructure repair costs are calculated based on the length in miles of roads and streets that would be inundated given the various flood event depths. Identification of construction and repair costs for each segment of each street that could be impacted is not practical for an analysis of this nature. Therefore, the value of roads and streets are based on typical construction costs per mile, which are applied to the length in miles of each type of road. Repair and construction costs are typically gathered from local experts such as the Montana Department of Transportation or Miles City Public Works Department.

The results of the structures and contents, traffic and transportation infrastructure, and emergency costs are used to determine the existing and future without-project conditions. The future without-project condition will be compared to the alternatives to determine the benefits of

proposed alternatives.

D. STRUCTURAL ALTERNATIVES STRUCTURES & CONTENTS BENEFITS EVALUATION

The purpose of this task is to evaluate the alternative plans developed by the PDT (which includes the sponsor[s]) to identify the alternative plan that maximizes NED. It is assumed that three or fewer alternatives will be evaluated using HEC-FDA modeling focused primarily on the Tongue River. The evaluation consists of comparing the damages and impacts under the baseline condition with the damages and impacts of each alternative. The resulting damages reduced by each alternative represent the benefits.

E. STRUCTURAL ALTERNATIVES ALL BENEFITS EVALUATION

Benefits or reduced costs associated with other damage categories will be calculated by alternative, as well. All efforts will be made to incorporate other benefit categories in the HEC-FDA model to allow for uncertainty to be factored into the results. Other damage categories that will be included are transportation infrastructure damages and delays, emergency response and disaster relief, and national flood insurance administrative savings.

F. LIFE SAFETY/CONSEQUENCES EVALUATION

Miles City flooding could have substantial public safety impacts, potentially leading to life loss during a flood event. In order to evaluate this possible consequence HEC-FIA (Flood Impact Analysis) modeling will be completed. HEC-FIA evaluates consequences from events defined by hydraulic model output such as gridded data (e.g., depth and arrival time grids), evaluating potential for expected life loss from these hydraulic events, by utilizing data that characterizes population density and the population's ability to respond to flood events.

G. NONSTRUCTURAL ALTERNATIVES EVALUATION

The economist will work closely with the nonstructural team to assess nonstructural plans as a standalone alternative as well as in conjunction with other measures. This task involves supplying HEC-FDA results to the nonstructural team member who, in turn, adjusts structure characteristics to account for elevation changes and various floodproofing methods. Once the nonstructural team member finishes with structure edits, a new inventory is imported into HEC-FDA to analyze the resulting damages reduced.

H. NET BENEFITS COMPARISON / TRADEOFF ANALYSIS / PLAN SELECTION

Annual benefits for each alternative will be calculated. Benefits are calculated based on a reduction of damages to structures, contents, roads, streets and rail, related detour and delays, emergency costs and disaster relief. The difference between the future without condition EAD and the residual EAD for each alternative represents the damages reduced or the benefits for each alternative. Total costs are provided by Corps cost engineers, and average annual costs including interest during construction and operations & maintenance costs are estimated by the economist. Net benefits are calculated based on average annual benefits minus average annual costs for each alternative.

I. OPTIMIZATION

The alternatives and measures that contribute additional net benefits will be included and scaled to optimize net benefits to produce the National Economic Development (NED) Plan. If requested by the project sponsor, a Locally Preferred Plan will also be evaluated and compared.

J. RECREATION JUSTIFICATION

There is currently no indication that recreation features will be included in this analysis, therefore a recreation justification will not be included in the economics scope of work or cost estimate.

K. ENVIRONMENTAL JUSTIFICATION

There is currently no indication that environmental features will be included in this analysis, therefore an environmental justification will not be included in the economics scope of work or cost estimate.

L. SOCIOECONOMIC CONDITIONS

A summary of socioeconomic conditions will be included in the economics discussion. This may include discussion of impacts to low income or minority groups, as well as potential issues related to life safety. This discussion will be primarily qualitative in nature.

M. ECONOMICS APPENDIX

An 'economic appendix' will be prepared detailing the cost effectiveness/ incremental cost analysis and plan selection results. The economic appendix will include a review of the data collected and analysis completed for the without project, future without project and with project conditions.

N. OTHER DOCUMENTATION, PRESENTATIONS, IPRs OR PUBLIC INVOLVEMENT

At various milestones throughout the study schedule, the economics team member may provide summaries of current work and results for review by other Corps disciplines, the sponsor, vertical team reviews or for public meetings.

O. REVIEWS AND RESPONSES

DQC will be completed by both the supervisory economist and a subject matter economist. The economist will respond to comments and make revisions prior to the appendices moving to the next phase of review (ATR review). Subsequent reviews may involve comment and response, meetings, and revisions of the technical appendices.

P. CONSULTATION, REVIEWS, SUPERVISION AND ADMINISTRATION

It's assumed that PDT meetings will be held regularly as needed during study execution. These meetings will be in addition to the meetings required to work through specific plan formulation steps. Additional meetings for issue resolution, coordination, resourcing, workload leveling, change management, quality review, sponsor communication, and upward reporting are all anticipated.

Q. Structure Inventory - Projected Work in Kind

TASK 1. STRUCTURE INVENTORY.

The structure inventory data collection will require an assessment of all structures (residential and commercial) within the 0.2% ACE flood event boundary plus 1-foot buffer (approximately 3,500 structures) in Miles City, MT. Available data and records will be collected, and compared to structure inventory needs (required fields are provided in the example structure inventory database as listed under Task 1 below). Additional data will be collected in the field to complete the structure inventory that will be used in the HEC-FDA model and the nonstructural assessment for the Section 205, Miles City feasibility/environmental assessment report. There shall only be one complete structure inventory database, used by both the nonstructural assessment and economic analysis, therefore all necessary data for the analysis and assessment will be collected simultaneously.

A. STRUCTURE DATA COLLECTION FROM AVAILABLE SOURCES.

The Cadastral parcel data set will be used as the starting point for collecting available structure data. The GIS-based Cadastral Data Framework serves as a clearinghouse for obtain parcel-based property information for each county in the State of Montana. The Cadastral Data Framework stores information about public and private land ownership on a parcel-by-parcel basis, and is available for download either in a geodatabase/shape file format, or as metadata. The Montana Cadastral Framework data consists of tax parcels defined by the Montana Department of Revenue (DOR) which are joined to the DOR 's Computer Assisted Mass Appraisal (CAMA) data—a database that records property ownership, property value, and other information about each parcel of land in the state.

The Miles City representatives will contact the Custer County Assessor to obtain all the necessary GIS-based structure data, or parcel data, if not downloadable from the Cadastral website. For example, the Cadastral Data may not include detailed structure information about public or municipal buildings.

Data requirements for the structure inventory data set include:

- structure ID
- occupancy type
- structure square footage
- garage
- construction material (exterior walls)
- number of stories
- basement status
- basement window height
- low openings (walk out basements or other)
- structure condition
- first floor elevation

- foundation type
- critical facility identification

It is anticipated that the majority of structure information required for the structure inventory will be available from the Cadastral data set and/or Custer County Assessors, and that field work will be required to fill in the missing data. A compiled excel file of only the structures within the 0.2% ACE flood event boundary plus a 1-foot buffer will be necessary for the field data collection.

Elevation certificates on file with the City will be collected as well. The first floor elevation, the ground elevation, and reported base flood elevation (BFE) from the elevation certificate is the information of interest. The compiled elevation certificates information shall be transferred into one excel file with one structure's relevant data in each row. This file will identify structure ID, location (exact coordinates and addresses are preferred; addresses will work if coordinates are not available), first floor elevation, ground elevation, reported BFE and elevation with datum. The structure ID will be unique and linkable to the assessor and/or Cadastral databases.

It is expected that the Task 1 deliverables of the Cadastral database, the Custer County Assessor database if collected, and the elevation certificates information be provided to USACE one month prior to field data collection.

B: FIELD DATA COLLECTION.

The field data collection team will consist of four (4) USACE personnel and two (2) Miles City representatives. The team will split into two groups of three (3). The Miles City representatives will provide two (2) cars, one for each group. The goal of two combined USACE and Miles City representatives groups is to complete the field data collection with efficiency.

The necessary field data collection will include the collection of the first floor elevation estimations, foundation types, basement window heights, and low opening situations. In addition, "ground- truthing" of selected assessor data variables will be completed. The attached excel spreadsheet presents an example of the input data per structure needed to complete the structure inventory during the field data collection, this spreadsheet does not include all of the necessary structure inventory information, just the information that may be collected during the field data collection effort.

Field data collection will consist of four (4) 10 hour days. 8 additional hours for any pre-field work and travel to and from the worksite (48 hours for each person)

Deliverables.

The four deliverables are:

1. Cadastral Database and the Raw Custer County Assessor Database if collected (Task A.)
2. Excel file in the format requested reflecting an inventory of all the structures within the

0.2% ACE flood even boundary plus a 1-foot buffer with the data requirements from (Task A.)

3. Elevation Certificates information in an excel format (Task A.)
4. Two vehicles and two participants in field audits (Task B.)

Period of Performance: Completion by June 9, 2017.

Cost Estimate:

Corps of Engineers Economics Estimate: \$262,990.00

Projected Work in Kind: \$18,720.00

Total Economics Work: \$281,710.00

CULTURAL RESOURCES (PM-AB)

For the purposes of this study, cultural resources are defined as prehistoric and historic archeological sites and traditional cultural properties. Cultural resources are defined as any site, building, district, structure, object, data, or material significant in history, architecture, archeology, or culture. Traditional cultural properties can generally be defined as properties that are eligible for inclusion on the National Register of Historic Places because of an association with cultural or spiritual practices and beliefs of a living community that are important in maintaining the continuing cultural identity of the community.

Task 1-Research. Perform a detailed research of records available, including those at the Montana Historical Society, to identify historic properties known to be located in the project area.

Task 2-Site Reconnaissance. Site visit and potential pedestrian survey.

Task 3-Coordination and Public Involvement. Complete Section 106 consultation with the Montana State Historic Preservation Office and any interested parties, including Indian Tribes. Participate in meetings with the PDT, sponsors, the public and other agencies as needed.

Task 4-Report Preparation. Prepare draft and final historic properties/cultural resource section of study report. Report preparation includes reviewing and responding to comments.

Task 5-Quality Assurance/Quality Control. Internal review of the cultural resources assessment.

Cost Estimate:

Total Corps of Engineer Cultural Resources Estimate: \$18,254.00

ENVIRONMENTAL RESOURCES ANALYSIS (PM-AC)

The Corps of Engineers Civil Works Program requires the implementation of National Environmental Policy Act (NEPA) as well as assuring compliance with other applicable environmental protection requirements. The NEPA process will be started with the preparation of an integrated Environmental Assessment (EA) within the Miles City Section 205 Flood Risk Management Feasibility Study. The steps below detail the tasks to be accomplished during plan formulation, mitigation plan development, and compliance with NEPA and associated environmental laws.

A Corps of Engineers senior environmental resources specialist/biologist from Planning Division, Environmental Resources and MRRP Plan Formulation Section (CENWO-PM-AC) will be assigned to the Miles City project delivery team to assist in the preparation of the feasibility study/environmental assessment (FR/EA). The biologist will be responsible for the conduct of the study in a manner that is in accordance with Corps environmental planning policies and practices, and in a manner that adequately complies with environmental statutes.

It is national policy that fish and wildlife resources conservation be given consideration in the formulation and evaluation of alternative plans. Current planning guidance specifies that the Federal objective of water and related land resources planning is to contribute to national economic development consistent with protecting the Nation's environment, pursuant to national environmental statutes and applicable executive orders. Protecting the Nation's environment is to be provided by first avoiding impacts, then minimizing impacts, and finally mitigating impacts associated with the alternative plans.

PROBLEMS AND OPPORTUNITIES

Task 1. Determine the Federal objective and the specific study planning objectives.

In cooperation with the Project Delivery Team (PDT), help to develop problem and opportunity statements that reflect the priorities and preferences of the Federal Government and the non-Federal sponsor. After the problems and opportunities are defined, define the study objectives and constraints that will solve the problems and achieve the opportunities.

INVENTORY AND FORECAST OF CONDITIONS

Task 2. Quantify and qualify important natural resources in the planning area, now and in the future in the absence of a plan.

This task is a description of the existing environmental conditions (conditions as they currently exist) and the future environmental conditions (conditions that are forecasted to exist without the project); the baseline from which alternative plans' benefits are measured and impacts are assessed. Initial agency and PDT coordination, literature review, site visits, project team meetings, and surveys (e.g. endangered species,

vegetation, and wetlands) will be conducted throughout the planning process to determine the types of natural resources likely to be affected by alternative plans. Information gathered through these efforts will be used to prepare the Existing Conditions write-up.

In accordance with the Fish and Wildlife Coordination Act, the U.S. Fish and Wildlife Service (Service) and the Montana Department of Fish, Wildlife, and Parks (Department) will be requested to identify fish and wildlife concerns and available information and provide their views concerning the significance of fish and wildlife resources in a Coordination Act Report. The Corps must consult with the Service, who in turn will coordinate with the Department, to consider conservation of wildlife resources with the view of preventing loss of and damages to such resources as well as providing for development and improvement in connection with water resources development.

In accordance with the Endangered Species Act, the Service will be requested to provide information on any Federally-listed threatened or endangered species that may be in the planning area. Special surveys may be needed to determine the actual presence or absence of listed species.

FORMULATION OF ALTERNATIVE PLANS

A. Cooperate with the Project Delivery Team to develop Purpose and Need statements for the proposed action.

Task 3. Purpose and Need. Develop and provide rational statements that detail what the proposed action is to accomplish and describe the reasons the proposed project is necessary.

B. Lead Environmental Considerations in Formulation of Alternative Plans

Task 4. Development of alternative flood control plans. Provide a range of reasonable alternatives (structural or nonstructural) to achieve the planning objectives (within constraints) in conjunction with the project delivery team. Alternatives shall be formulated in consideration of the four criteria described in the P&G: completeness, efficiency, effectiveness, and acceptability.

SELECTING A PLAN

Task 5. Evaluate and compare alternatives, Select an Alternative Plans, and prepare a draft environmental assessment. Compare the approximate footprint of potential alternatives formulated to information gathered in Task 1 to assist in screening and refining alternatives and assessing trust resources benefits and impacts. Environmental resources gains and losses attributed to each preliminary alternative plan will be estimated. In accordance with NEPA, preparation of an Environmental Assessment (EA) will be conducted. An EA will be prepared on the environmental impacts of the no action alternative, the proposed action, and reasonable alternatives to the proposed action. Resources to consider could include, but are not limited to,

topography, geology, prime farmland, climate, hydrology, air quality, noise, vegetation, fish, water quality, wetlands, floodplain, wildlife (mammals, birds, amphibians, and reptiles), threatened and endangered species, cultural resources, and socioeconomics. For each resource and each alternative, future without-project conditions will be compared to future with-project conditions (utilizing information from Task 2) to determine any impacts/benefits. For alternatives not selected for detailed study, clear rationale will be provided to inform the decision maker and general public as to why the alternatives were dismissed. A matrix will be prepared which focuses on the differences between the alternative plans and will summarize, by resource, impacts or benefits. Where impacts or benefits are quantified, such as in acres or dollars, this will be included, or a scale of high/med/low or yes/no determination will be included. Formulating alternatives will consider avoidance, minimization, and mitigation of damages to significant resources. Any adverse environmental effects which cannot be avoided should the proposal or any of the alternatives be implemented will be documented and offset mitigation will be established (See task 6).

A discussion of the seemingly insignificant impacts of the proposed alternative, as well as other actions undertaken by other agencies in the study area, will be provided to assess cumulative impacts. The EA will be integrated into the feasibility report. The EA will include necessary information to inform the reader about the proposed project (cover sheet, table of contents, figures and tables, introduction, purpose and need, alternatives, existing conditions, environmental consequences, cumulative impacts, compliance with environmental statutes, public involvement, agency coordination, list of preparers, and appendices). Resource agencies will be coordinated with and full consideration will be given to reports and recommendations furnished by the Service and the Department regarding the formulation and evaluation of alternative plans, including mitigation; and any recommendations concerning the protection or conservation of endangered and threatened species. A Draft Feasibility Report/EA will be circulated internally for peer review and recommendations from Planning will be incorporated as appropriate. The Draft Report will be coordinated with the public through web-based access and public comments will be addressed following the public review. Supervisor oversight will be obtained and any final corrections to the document will be made before the Final Feasibility Report/EA is provided to the Decision Maker.

Depending on the analysis and conclusions of the EA, the appropriate documentation will be prepared for the decision maker's signature. A single alternative plan will be selected for recommendation from among all those that have been considered. The recommended plan must be shown to be preferable to taking no action (if no action is not recommended) or implementing any of the other alternatives considered during the planning process. A Finding of No Significant Impact Statement or Notice of Intent to proceed with an Environmental Impact Statement will be prepared.

ADDITIONAL TASKS NEEDED TO COMPLETE THE NEPA/EA PROCESS

Task 6. Development of environmental restoration/protection plan elements.

The need for any substantial mitigation will be estimated for each preliminary alternative formulated. The formulation of mitigation elements will include those which restore the environment to offset the impacts of alternatives in the planning area to a less degraded condition, to protect the environment from becoming degraded, or to take advantage of specific opportunities associated with the formulation of measures. Impacts for resources that require mitigation, and in kind mitigation of those resources will be documented with habitat modeling procedures, using cost effectiveness and incremental cost analysis processes will be used to determine most effective mitigation strategy. A detailed monitoring plan will be developed for the preferred alternative to ensure the success of the mitigation, as required.

Task 7. Assist in the conduct of an initial public meeting. The biologist will attend scheduled planning meetings, prepare and provide materials, attend organized public meeting and be available to present information and respond to questions. This effort will include providing information on the National Environmental Policy Act (NEPA) and a summary of environmental resources which could be impacted. This information will be included in the Environmental Assessment.

Task 8. Submittal of Biological Assessment to FWS. In accordance with the Endangered Species Act, preparation of a Biological Assessment (BA) is necessary. The BA will evaluate the effects of the proposal on Federally-listed threatened or endangered species. The BA will provide a project area and project description, identify listed or proposed species that may be present in the area, describe the current habitat conditions within the action area, and how the action may affect each protected resource, including a determination (no effect; may affect, but not likely to adversely affect; or may affect, likely to adversely affect) and rationale. A statement from the Service will be sought/obtained to determine if the Service concurs with the Corps rationale of affects.

Task 9. Prepare Clean Water Act 404(b)(1) Evaluation. In accordance with the Clean Water Act, preparation of a 404(b)(1) evaluation will be prepared. This evaluation will determine in writing the potential effects of any proposed discharges of dredged or fill material of any alternatives on the physical, chemical, and biological components of the waters of the US, including wetlands. This will include a description of the work to be performed, description and quantities of dredge and fill materials associated with construction of the recommended alternative (including earth-moving activities, placement of rock, channel features), and potential impacts to substrate, water quality, turbidity, water circulation, riparian vegetation, threatened and endangered species, fish and other aquatic organisms, other wildlife, habitat and special aquatic sites including wetlands, and human use characteristics. The 404(b)(1) evaluation will be shared with the State Department of Environmental Quality to obtain any necessary water quality certification.

Cost Estimate:

Total Corps of Engineers Environmental Resources Estimate: \$167,836.00

REAL ESTATE (RE-C)

This estimate covers Real Estate costs associated with the feasibility phase of the proposed Miles City – Tongue River flood risk management project. A project design footprint has not been established yet.

PROBLEM IDENTIFICATION:

This phase of the study forms the foundation of real estate mapping by gathering and analyzing all available real estate data that pertains to the project area. This data will consist of survey plats, subdivision plats, tax plats, flood plain maps, zoning maps, utility maps, city/county/state plats, deeds and any other existing ownership information that may be available. The appraisal data obtained at this time is to support all three appraisal approaches and will be used to develop the land cost estimate during the plan formulation phase and the gross appraisal in the project design phase. A site visit will be conducted by the real estate staff appraiser during this phase. A base map outlining real estate needs will be created and utilized throughout the entire study process.

PLAN FORMULATION:

This phase involves mapping each alternative being evaluated on the real estate base map. After analyzing the maps, other real estate data, project construction, and operation requirements; these results and determinations will be drafted into a narrative report containing the following information:

- The minimum real estate interest to be acquired
- The number of landowners impacted by the project
- The amount of land to be acquired (estimated acreages) and types involved in the study area (i.e. residential, industrial, commercial, etc)
- Potential Public Law 91-646 relocations and costs
- Any other real estate requirements needed for the project at this phase

PROJECT DESIGN:

When the selected plan has been identified and all project construction, operation and maintenance requirements have been obtained, real estate will concentrate its efforts on finalizing the real estate requirements and will develop a gross appraisal to finalize the real estate baseline cost estimate. The final real estate requirements and baseline cost estimate will be the subject of the real estate plan (REP). The REP will include information from the gross appraisal, costs associated with Public Law 91-646 relocation benefits, lands and associated costs for facility relocations, title work, administrative costs, acquisition timeline, and an attorney's opinion of compensability assessing the Non-Federal Sponsor's (NFS) land acquisition. The following describes the real estate work activities to be performed during the feasibility

phase of the proposed Miles City, Montana flood risk management project:

Task #1: Obtain necessary Rights-of-Entry (ROE) for Survey and Exploration

Provide legal access to privately owned and state owned property to collect data necessary for project planning and design as requested.

Tract Ownership Data will be obtained from Custer County Assessor's Office. The Realty Specialist will coordinate efforts with the county and work with the City to send out ROE's to affected landowners for their signature. The Realty Specialist will follow-up with the county and City as necessary. Once received, the ROE's will be reviewed by an Attorney for legal sufficiency. Real Estate Division will then notify the PDT that they can survey and explore the properties. *This estimate is based on preparing/obtaining permits from 50 landowners (dependent on chosen alternatives and preferred alternative).*

TASK #2: PREPARE REAL ESTATE COST ESTIMATES FOR ALTERNATIVES

Real estate costs are a part of the total project costs. The scope and format of the estimate is directed by Chapter 12, ER 405-1-12, dated 1 May 1998.

These estimates will be developed during plan formulation as requested by Planning, Programs and Project Management Division and/or Engineering Division, and upon receipt of preliminary design drawings.

An Appraiser will inspect the properties impacted by the project, perform market research, and estimate property value. The appraiser will then analyze the impact of the estate(s) to be acquired for project purposes and estimate land costs for each alternative. The appraiser will prepare an estimate of administrative costs associated with acquiring the impacted properties.

TASK #3: PREPARE GROSS APPRAISAL REPORT

In accordance with ER 405-1-12, a Gross Appraisal is required to estimate the costs of lands, easements, and rights-of-ways to be acquired by the sponsor for construction of the project.

The Gross Appraisal will be prepared once the tentatively selected plan has been determined and once the preliminary drawings and identification of environmental mitigation areas (if required) are received from Planning, Programs and Project Management Division and/or Engineering Division.

An Appraiser will inspect properties impacted by the project, research and verify comparable sales and estimate the value of the real estate interest to be acquired. The appraiser will write the Gross Appraisal Report in accordance with Chapter 4 of ER 405-1-12 and USPAP. The Gross

Appraisal is a stand-alone document that must be reviewed and approved by a Review Appraiser. Only after the estimate is approved, will it be included in any planning documents including the REP. The Review Appraiser reviews the REP once it is completed and ensures the information in the REP agrees with that of the Gross Appraisal.

Task #4: Produce Real Estate Plan (REP)

The REP provides authorization to acquire real estate necessary for project construction. The REP is required by Chapter 12, ER 405-1-12, dated 1 May 1998.

The REP will be prepared as an exhibit to the Feasibility Report once the tentatively selected plan has been determined and once the preliminary drawings and identification of environmental mitigation areas, if required, are received from Planning, Programs and Project Management Division and/or Engineering Division.

The REP sets forth the plan for acquiring real estate needed for the project. It includes information regarding the project, its impact on privately and state owned lands, the estates that will be acquired, the capability of the NFS to acquire the real estate, and costs associated with the acquisition. Realty Specialist gathers information from the PDT members, conducts discussions with the NFS, and writes the REP based upon the guidelines set forth in Chapter 12.

Realty Specialist, in consultation with the NFS, develops an acquisition schedule and acquisition costs for the selected plan. If the project will displace persons, businesses or farms, the Realty Specialist estimates the costs of relocating those persons in accordance with PL 91-646, title II.

TASK #5: LEGAL SUPPORT

Legal support is necessary throughout the study for legal consultation and review of various work products.

An attorney reviews various work products such as ROE's obtained for survey and exploration, the REP, and the NFS's capability assessment. An Attorney also prepares estates to be acquired for the project and assists in preparation of the PPA. The attorney addresses any legal issues that arise throughout the duration of the study.

TASK #6: REAL ESTATE SUPPORT MANAGEMENT

To keep abreast of the status and progress of the study and activities being undertaken by other elements of the District which may have an impact on Real Estate's budget, work performance, and schedules. To coordinate activities, provide real estate consultation to the PDT, attend meetings, travel to the site, and resolve real estate issues as necessary.

The Realty Specialist serves as the point of contact for Real Estate Division with the Project Manager, other district organizations, the PDT, and the Non Federal Sponsor (NFS). This person coordinates all real estate activities for the study including coordination with technical team members to prepare a study schedule and budget, managing real estate funds, attending PDT meetings, meeting with technical team members, coordinating real estate input for the study with the Project Manager and providing guidance to the NFS. They ensure real estate input is provided according to projected schedules and that work is performed within budgeted amounts and participates in the resolution of various technical or policy issues of a real estate nature with other District elements or with the PDT as necessary throughout the study. The Real Estate technical team member performs the following:

- a. Attend public meetings as necessary and review and address report comments when requested.
- b. Consult with the NFS to determine the lands, easements, and rights-of-way required for the construction, operation, and maintenance of the project, the borrowing of material, and the disposal of dredged or excavated material.
- c. Provide the NFS with general written descriptions, including maps, of the lands, easements, and rights-of-way the Government determines the NFS must provide.
- d. Present the NFS with a written notice to proceed with acquisition of such lands, easements, and rights-of-way.

PROJECTED WORK IN KIND

The sponsor may assist the Real Estate specialist in determining lands, easements and rights-of ways required for the construction, operation and maintenance of the project, the borrowing of material and the disposal of dredged or excavate material. The sponsor may assist in obtaining property legal descriptions and the necessary right of entry.

Cost Estimate:

Corps of Engineers Real Estate Estimate: \$115,178.00

Projected Work in Kind: \$35,075.00

Total Real Estate Effort: \$150,253.00

HAZARDOUS, TOXIC, AND RADIOACTIVE WASTE INVESTIGATION

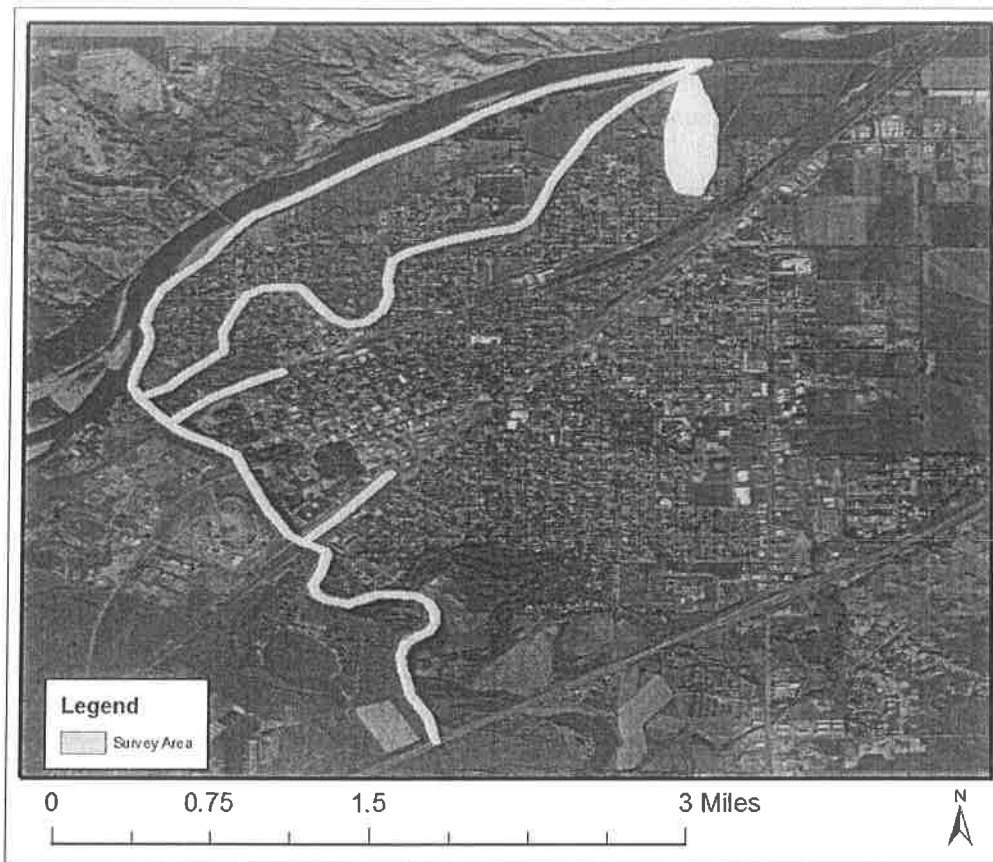
Corps of Engineers will review document submittal to insure compliance with regulations, guidance and laws.

Projected Work in Kind:

The Hazardous, Toxic, and Radioactive Waste (HTRW) investigation of the Miles City,

Montana Section 205 Study in Custer County, Montana will follow requirements provided in ER 1165-2-132, HTRW Guidance for Civil Works Projects. The objective of an HTRW investigation is to ascertain the presence of Recognized Environmental Conditions (RECs) as defined in ASTM E 1527-13. The study area for this HTRW investigation includes 200 feet on both banks of the Tongue River from upstream of Interstate 94 to the confluence of the Yellowstone River, 200 feet on the right bank of the Yellowstone River from upstream of the water treatment plant to downstream from the wastewater treatment plants, the Old Tongue River Channel and 200 feet on each side, and 200 feet on each side of portions of two railroads and that cross the Tongue River on the west side of town (see figure below). A search radius will extend from this study area in accordance with ASTM E 1527-13.

The HTRW investigation has four components: records review, site reconnaissance, interviews, and reporting. During the records review and site reconnaissance, the environmental professional(s) will identify any RECs of the site through evaluation of the historical use and observations of the current state of the property. Interviews with past and/or present owners, as well as state and/or local government officials, are to be conducted. A report will be prepared disclosing information about the services performed, findings, opinions, data gaps, references and sources, and conclusions made by the environmental professional(s) in such a way that the assessment could be reproduced by an environmental professional other than the one(s) who performed it.



Cost Estimate:
Corps of Engineers HTRW: \$3,200.00

Projected Work in Kind: \$33,500.00

Total HTRW Estimate: \$36,700.00

COST ENGINEERING

During the Feasibility Study, cost estimates will be prepared the primary tasks of structural and nonstructural flood control measures. The evaluation of the cost of tasks and structures is an integral part of computing the cost of potentially feasible solution options and the determination of the selected plan. Cost engineering staff will perform the Cost and Schedule Risk Analysis early in the study process, as described in the PMP which will involve the PDT to identify potential areas of risk throughout the project. The cost engineer will prepare a report detailing the outcomes

of the meeting. The cost engineer will work with appropriate disciplines to define quantities for alternatives and costs for structural and nonstructural options. MII reports will be developed for the alternatives and refined. Once the recommended alternative is identified, a Total Project Cost Summary will be completed. Coordination will occur with the Cost CX to obtain cost certification. The cost engineer will participate in reviews and respond to comments submitted in Dr. Checks as appropriate.

Cost Estimate:

Total Corps of Engineers Cost Engineering Estimate: \$50,232.00

VALUE ENGINEERING (ED-C)

The USACE VE Program demonstrates Corps cost effectiveness.

The basic thrusts of the program are to increase project value by proactively searching for and resolving issues through very open, short-term workshops, and to stretch precious taxpayer resources by providing the required function(s), most amenities, and the highest quality project(s), at the lowest life cycle cost.

The VE will employ a systematic approach to analyzing the functions of systems, equipment, facilities, services and supplies to ensure they achieve their essential functions at the lowest life cycle cost consistent with required performance, reliability, quality, and safety. Implementing the VE process on a problem typically increases performance, reliability, quality, safety, durability, effectiveness, or other desirable characteristics. The VE will take a systematic approach for attaining a return on investment by improving what the product or service does in relation to the money spent on it.

Cost Estimate:

Total Corps of Engineers Value Engineering Estimate: \$91,660.00

PUBLIC OUTREACH/INVOLVEMENT (PM-A)

Corps of Engineers Effort and Projected Work in Kind

In addition to internal PDT communication, a priority for the project is to provide for public awareness and public participation. To facilitate public awareness for all ages, the community will utilize print and electronic methods for communication. Regular meetings will be held with local steering committees. Depending on project progress, community awareness meetings may be scheduled. Public awareness will include obtaining timely input from other federal and state agencies and interested local communities, residents and other stakeholders. This is

accomplished through periodic public meetings and/or workshops, formal and informal interagency coordination, and by allowing all stakeholders the opportunity to review and comment on decision documents (e.g., the feasibility report).

The publication of quarterly newsletters and press releases, mutually agreed upon and reviewed, will be available to the public. There will be up to two information meetings held, if mutually agreed to be integral to the project. A review of the communication strategy will be conducted each year to assess the information effectiveness of the press, monthly Facebook posts, presentations and meetings. All information and presentation materials for information meetings will be reviewed by the Corps of Engineers.

Cost Estimate:

Corps of Engineers Outreach Estimate: \$10,000.00

Potential Work in Kind: \$109,250.00

Total Public Involvement/Outreach 119,250.00

SUPPLEMENTAL WORK

Flood Risk and Flood Management

Option 1: Conditional Letter of Map Revision (CLOMR) Development

The CLOMR can be completed during the feasibility stage or it could be completed during the design and implementation phase. An estimate of cost related to the CLOMR is not included in this proposal. After discussing the Scope of Work and cost estimate, Miles City can provide direction on their preferred approach.

If a structural flood damage reduction measure is found to be feasible and is selected as the feasibility study plan, a CLOMR will be developed. A CLOMR is required when modifications occur in the existing floodplain due to placement of structural measures which could alter the depth of flooding or physical location of the floodplain. The CLOMR will be submitted to FEMA either at the end of the feasibility study or during the design and implementation process to initiate the process of having the digital flood insurance rate maps changed to reflect the proposed federal project. The final map modifications, commonly referred to as the Letter of Map Revision (LOMR) will be developed during construction and submitted to FEMA after construction has been completed, to ensure all project changes have been captured in the as-built drawings and operations and maintenance manual of the completed project.

Option 2: Floodplain Management Plan Development

Section 202; Flood Control Policy, subsection (c) of WRDA 1996, requires the development of a Floodplain Management Plans (FPMP). These plans are to be developed and in-place within one year after signing the project partnering agreement. In essence, the FPMP is a document developed by the non-Federal sponsor and the Corps' project development team. The FPMP assures that the integrity of the Federal project will not be diminished during the life of the project and that impacts of future flood events in the project area have been reduced. The FPMP will address potential measures, practices, and policies to reduce loss of life, injuries, damages to property and facilities, public expenditures, and other adverse impacts associated with flooding and to preserve and enhance natural floodplain values. Because the FPMP can be completed during the feasibility stage or it could be completed during the design and implementation phase an estimate of cost is note included in the current proposal.

SECTION 205

Miles City - Tongue River
WBS AND FEASIBILITY STUDY COST ESTIMATE
Feb-17
Value Engineering

LABOR COSTS					
Task #	Description	Cost	In-Kind		Total
A	Pre-Workshop				
1	A-E Contract Admin	\$ 8,336	\$ -	\$ -	8,336
2	Review of project docs	\$ 5,840	\$ -	\$ -	5,840
B	Workshop				
1	Travel to Omaha	\$ 3,650	\$ -	\$ -	3,650
2	Attend & Participate 4 day workshop	\$ 47,871	\$ -	\$ -	47,871
3	Return Travel	\$ 3,650	\$ -	\$ -	3,650
C	Post-Workshop				
1	Prepare Draft report	\$ 4,760	\$ -	\$ -	4,760
2	Address Draft report review questions	\$ 3,924	\$ -	\$ -	3,924
3	Prepare Final VE study report	\$ 1,460	\$ -	\$ -	1,460
	Subtotal Tasks	\$ 79,491	\$ -	\$ -	79,491
	Section S&A @ 6%	\$ 4,769	\$ -	\$ -	4,769
	Subtotal Labor	\$ 84,260	\$ -	\$ -	84,260
OTHER COSTS					
Task #	Description	Cost	In-Kind		Total
1	Travel (ATR Lead, 2 Tech, 1 Admin)	0	0	0	7,400
2		0	0	0	-
3		0	0	0	-
	SUBTOTAL OTHER	0	0	0	7400
	TOTAL COST	\$ -	\$ -	\$ -	91,660

Section 205
Miles City - Tongue River
WBS AND FEASIBILITY STUDY COST ESTIMATE
(February 2017)

Work Item	Cost Estimates \$			
	Total	Corps Labor	In-Kind	Contract
Cultural Resources Assessment*	\$ 18,253	\$ 18,254	\$ -	\$ -
Economic Studies	\$ 281,710	\$ 262,990	\$ 18,720	\$ -
Environmental / NEPA	\$ 167,836	\$ 167,836	\$ -	\$ -
Geotechnical Engineering Studies	\$ 140,651	\$ 140,651	\$ -	\$ -
HTRW Baseline Level 1 Study	\$ 36,700	\$ 3,200	\$ 33,500	\$ -
Hydraulic Engineering	\$ 213,812	\$ 213,812	\$ -	\$ -
Hydrologic Engineering	\$ 90,680	\$ 85,080	\$ 5,600	\$ -
Nonstructural / Floodplain (FRFM)	\$ 82,608	\$ 82,608	\$ -	\$ -
Plan Formulation / PM	\$ 347,132	\$ 234,232	\$ 112,900	\$ -
Project Cost Engineering	\$ 50,232	\$ 50,232	\$ -	\$ -
Programs Management	\$ 33,200	\$33,200		
Public Involvement	\$ 119,250	\$ 10,000	\$ 109,250	
Real Estate Studies	\$ 150,253	\$ 115,178.00	\$ 35,075	
Structural Engineering Analysis	\$ 19,375	\$ 19,375	\$ -	\$ -
Value Engineering	\$ 91,660	\$ 91,660		
Agency Tech Review -Draft and Final	\$ 75,000	75,000		
ATR and IEPR Charge/ review	\$ 25,000	\$ 20,000	\$ 5,000	
IEPR AND RESOLUTION	\$ 150,000			\$ 150,000
Contracting Office	\$ 13,000	\$ 13,000		
SUBTOTAL	\$ 1,956,351	\$ 1,636,307	\$ 320,045	\$ 150,000
Contingency (20%)	\$ 391,270			
ESTIMATED STUDY COST	\$ 2,347,622			
50 -50% Cost share -IEPR =	\$ 1,173,811			

SECTION 205
Miles City - Tongue River
WBS AND FEASIBILITY STUDY COST ESTIMATE
Feb-17
Cultural

LABOR COSTS

Task #	Description	Cost	In-Kind	Total
1	Literature and Records Search	\$ 2,886	\$ -	\$ 2,886
2	Survey/Site Visit	\$ 1,443	\$ -	\$ 1,443
3	Existing Condition Analysis	\$ 2,886	\$ -	\$ 2,886
4	Alternatives Analysis	\$ 2,886	\$ -	\$ 2,886
5	Draft Report (including SHPO coord)	\$ 2,886	\$ -	\$ 2,886
6	Internal Review	\$ 1,443	\$ -	\$ 1,443
7	Final Report	\$ 1,443	\$ -	\$ 1,443
		\$ -	\$ -	\$ -
	Subtotal Tasks	\$ 15,873	\$ -	\$ 15,873
	Section S&A @ 15%	\$ 2,381	\$ -	\$ 2,381
	Subtotal Labor	\$ 18,254	\$ -	\$ 18,254

OTHER COSTS

Task #	Description	Cost	In-Kind	Total
1			0	\$ -
2		0	0	\$ -
3		0	0	\$ -
	SUBTOTAL OTHER	0	0	0

TOTAL COST	\$ 18,254	\$ -	\$ 18,254
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Miles City - Tongue River
WBS AND FEASIBILITY STUDY COST ESTIMATE
Feb-17

ECONOMIC FEASIBILITY EVALUATION

LABOR COSTS				
Task #	Description	Cost	In-Kind	Total
1	Land Use Inventory	\$ 22,440	\$ 18,720	\$ 41,160
1.1	Damages Baseline & Potential Maximum Project	\$ 43,040		\$ 43,040
1.2	Structural Alternatives Structures & Contents Benefits Eval	\$ 20,800		\$ 20,800
1.3	Structural Alternative All Benefits Evaluation	\$ 17,920		\$ 17,920
1.4	Life Safety/Consequences Evaluation	\$ 36,800		\$ 36,800
1.5	Non-Structural Alternatives Evaluation	\$ 10,080		\$ 10,080
1.6	Net Benefits Comparison/Trade Off Analysis/Plan Selection	\$ 10,320		\$ 10,320
1.7	Optimization	\$ 7,200	\$ -	\$ 7,200
1.8	Recreation Justification	\$ -	\$ -	\$ -
1.9	Environmental Justice	\$ -	\$ -	\$ -
1.1.0	Socio Economics Impact	\$ 6,000		\$ 6,000
1.1.1	Economics Appendix	\$ 8,000		\$ 8,000
1.1.2	Other Documentation, Presnetation, IPR, Public Involvement	\$ 4,000	\$ -	\$ 4,000
1.1.3	Reviews and Responses	\$ 15,000	\$ -	\$ 15,000
1.1.4	Consultation	\$ 15,400	\$ -	\$ 15,400
	Subtotal Tasks	\$ 217,000	\$ 18,720	\$ 235,720
	Section S&A (20%)	\$ 43,400	\$ -	\$ 43,400
	Subtotal Labor	\$ 260,400	\$ 18,720	\$ 279,120
OTHER COSTS				
Task #	Description	Cost	In-Kind	Total
1	Travel	1500	0	\$ 1,500
2	Vehicle	250	0	\$ 250
3	Perdiem	840	0	\$ 840
	SUBTOTAL OTHER	2590	0	\$ 2,590
	TOTAL COST	\$ 262,990	\$ 18,720	\$ 281,710

SECTION 205
Tongue River - Miles City
WBS AND FEASIBILITY STUDY COST ESTIMATE
Feb-17
ENVIRONMENTAL, BIOLOGY & NEPA

LABOR COSTS

Task #	Description	Cost	In-Kind	Total
1	Problems and Opportunities	\$ 928	\$ -	\$ 928
2	Inventory and Forecast	\$ 22,736	\$ -	\$ 22,736
3	Develop Purpose and Need Statement	\$ 1,856	\$ -	\$ 1,856
4	Develop Initial Set of Alternatives	\$ 2,320		\$ 2,320
5	Selecting a Plan	\$ 33,872	\$ -	\$ 33,872
6	Development of Environmental Restoration Plan	\$ 13,920	\$ -	\$ 13,920
7	Prepare and Attend Public meetings	\$ 9,280		\$ 9,280
8	Biological Assessment	\$ 4,640		\$ 4,640
7	Clean Water Act 404b1 Evaluation	\$ 4,640	\$ -	\$ 4,640
8	Consider FWS and IDNR Recommendations	\$ 8,000	\$ -	\$ 8,000
9	Formulate Specific F&W Mitigation Fish and Wildlife Coordination Act (MIPR and Planning	\$ 20,000		\$ 20,000
10	Aid Letter)	\$ 15,000		\$ 15,000
11	District QA/QC	\$ 6,500		\$ 6,500
12	ATR&IEPR (24 hours each)	\$ 5,568		\$ 5,568
	Subtotal Tasks	\$ 143,692	\$ -	\$ 143,692
	Section S&A @ 15%	\$ 21,554	\$ -	\$ 21,554
	Subtotal Labor	\$ 165,246	\$ -	\$ 165,246

OTHER COSTS

Task #	Description	Cost	In-Kind	Total
1	Travel	1500	0 \$	1,500
2	Vehicle	250	0 \$	250
3	Perdiem	840	0 \$	840
	SUBTOTAL OTHER	2590	0	2590

TOTAL COST	\$ 167,836	\$ -	\$ 167,836
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Section 205
Miles City - Tongue River
WBS and Feasibility Study Cost Estimate
Feb-17

GEOTECHNICAL EVALUATION IN FEASIBILITY

LABOR COSTS

Task #	Description	Cost	In-Kind	Total
1	PFP and PNP Analysis of Existing Levee	\$ 20,640	\$ -	\$ 20,640
2	Soil Investigation and Testing	\$ 8,376	\$ -	\$ 8,376
3	Alternative analysis	\$ 8,280	\$ -	\$ 8,280
3	Analyzing Levee Underseepage & Stability	\$ 7,906	\$ -	\$ 7,906
4	Adjust Cross section and Design for Underseepage	\$ 10,158	\$ -	\$ 10,158
5	Develop Drawings	\$ 8,888	\$ -	\$ 8,888
5	Calculate Quantities	\$ 4,968	\$ -	\$ 4,968
6	Review Utility and Road Issues	\$ 2,216	\$ -	\$ 2,216
8	Meeting and Coordination	\$ 13,700	\$ -	\$ 13,700
9	Report Preparation	\$ 7,970	\$ -	\$ 7,970
11	ATR/IEPR	\$ 12,128	\$ -	\$ 12,128
12	District QA/QC	\$ 7,813	\$ -	\$ 7,813
	Subtotal Tasks	\$ 113,043	\$ -	\$ 113,043
	Section S&A @ 20%	\$ 22,609	\$ -	\$ 22,609
	Subtotal Labor	\$ 135,651	\$ -	\$ 135,651

OTHER COSTS

Task #	Description	Cost	In-Kind	Total
1	Travel	2800	0	\$ 2,800
2	Vehicle	500	0	\$ 500
3	Perdiem	1700	0	\$ 1,700
	SUBTOTAL OTHER	5000	0	5000

TOTAL COST	\$ 140,651	\$ -	\$ 140,651
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Section 205
Miles City - Tongue River
WBS and Feasibility Study Cost Estimate
Feb-17

HTRW BASELINE STUDY (Environmental Condition of Property)

LABOR COSTS				
Task #	Description	Cost	In-Kind	Total
1	Scope and estimate plan			
2	Coordination Meetings / Administration		\$ -	
3	Site Visit		\$ -	
4	Trip Report		\$ -	
5	Database Searches / Review		\$ -	
6	Followup Communications		\$ -	
7	Draft Report		\$ -	
8	Review and Respond to Comments			
8	Final Report			
9	Contractor HTRW work on items 1-9 above	\$ -	\$ 33,500	\$ 33,500
10	Technical Review of Contractor Products	\$ 3,200	\$ -	\$ 3,200
	Subtotal Tasks	\$ 3,200	\$ 33,500	\$ 36,700
	Subtotal Labor	\$ 3,200	\$ 33,500	\$ 36,700

OTHER COSTS				
Task #	Description	Cost	In-Kind	Total
1	Plane Ticket			\$ -
2	Vehicle		0 \$	-
3	per diem		\$	-
4	GPS		0 \$	-
5	County Property Documents		0 \$	-
	SUBTOTAL OTHER		0	0

TOTAL COST \$ 3,200 \$ 33,500 \$ 36,700

COE Review \$ 33,500

Assumptions:

Two (2) people will do site reconnaissance.	0
3 days, 10 hour days (includes on-site and travel).	0
	0
	0

CONTRACTABLE TASKS AFTER FY 14

Task #			
1		\$	-
2		\$	-
3		\$	-
	Contract Product Estimate		\$ -
	Labor related to Contracting		
	ALL CONTRACTS THROUGH STUDY		\$ -

Section 205
Miles City - Tongue River
WBS and Feasibility Study Cost Estimate
Feb-17

HYDRAULIC ENGINEERING IN FEASIBILITY

Task #	Description	Cost	In-Kind	Total
1	Review H&H Studies and Verify Prior Data/Model Application	\$ 7,760	\$ -	\$ 7,760
2	Develop existing conditions Steady HEC-RAS Model Geometry		\$ -	
	GeoRas features with new lidar	\$ 2,520	\$ -	\$ 2,520
	Merge bathymetry	\$ 1,680	\$ -	\$ 1,680
	Import into HECRAS	\$ 210	\$ -	\$ 210
	HECRAS features (banks, ineffective, n values)	\$ 1,680	\$ -	\$ 1,680
	HECRAS structures (bridges, levee lateral stages)	\$ 2,520	\$ -	\$ 2,520
	Inflows (8 profiles) and known stages	\$ 420	\$ -	\$ 420
	Unsteady Stability trouble shooting	\$ 4,200	\$ -	\$ 4,200
	Open water modeling	\$ 3,360	\$ -	\$ 3,360
	Calibration	\$ 1,940	\$ -	\$ 1,940
	Comparison to FIS	\$ 2,040	\$ -	\$ 2,040
	Sensitivity	\$ 1,680	\$ -	\$ 1,680
	Ice data collection and analysis	\$ 4,200	\$ -	\$ 4,200
	Ice modeling (ice cover, ice jam, 8 profiles each)	\$ 6,720	\$ -	\$ 6,720
	Ice composite updating along Tongue River (8 profiles)	\$ 4,200	\$ -	\$ 4,200
	Ice composite calculations 2 - 500 year	\$ 4,200	\$ -	\$ 4,200
	BREACHED LEVEES			
	Determine breach location and characteristics	\$ 2,520	\$ -	\$ 2,520
	Model lateral structure with levee breach	\$ 420	\$ -	\$ 420
	Identify hydrograph through breach	\$ 840	\$ -	\$ 840
	Lateral structure to determine overtopping flow losses	\$ 420	\$ -	\$ 420
	2D AREAS			
	Update 2D geometry	\$ 4,200	\$ -	\$ 4,200
	Model 2D area with stage hydrographs at boundary	\$ 5,040	\$ -	\$ 5,040
	PRODUCT RESULTS			
	Mapping products	\$ 4,200	\$ -	\$ 4,200
	Profile comparisons	\$ 840	\$ -	\$ 840
	Draft report	\$ 2,520	\$ -	\$ 2,520
	Reviews and revisions	\$ 5,240	\$ -	\$ 5,240
3	Future Without Project Conditions	\$ 970	\$ -	\$ 970
4	Alternatives (2 levee alignments)	\$ 42,200	\$ -	\$ 42,200
5	Tentatively Selected Plan and Optimization	\$ 20,260	\$ -	\$ 20,260
6	PDT Meetings	\$ 7,440	\$ -	\$ 7,440
7	Public Meeting Prep and Attendance	\$ 4,200	\$ -	\$ 4,200
8	Response to Public Review	\$ 2,700	\$ -	\$ 2,700
9	Design Needs	\$ 3,360	\$ -	\$ 3,360
10	Report	\$ 5,240	\$ -	\$ 5,240
11	ATR and IEPR	\$ 8,400	\$ -	\$ 8,400
	Subtotal Tasks	\$ 170,340	\$ -	\$ 170,340
	Section S&A 24%	\$ 40,882	\$ -	\$ 40,882
	Subtotal Labor	\$ 211,222	\$ -	\$ 211,222
	OTHER COSTS			
Task #	Description	Cost	In-Kind	Total
1	Plane Tickets	1500	\$ -	1,500
2	Vehicle	250	0 \$	250
3	per diem	840	\$ -	840
	SUBTOTAL OTHER	2590		2590
	TOTAL COST	\$ 213,812	\$ -	\$ 213,812

Section 205
Miles City - Tongue River
WBS and Feasibility Study Cost Estimate
Feb-17

HYDROLOGIC ENGINEERING IN FEASIBILITY

Task #	Description	Cost	In-Kind	Total
1	Review Previous Reports & Other Materials	\$ 2,400	\$ -	\$ 2,400
	Update Discharge Frequencies	\$ 16,000	\$ -	\$ 16,000
	Hydrograph Development	\$ 4,000	\$ -	\$ 4,000
	Coincident Frequency	\$ 4,000	\$ -	\$ 4,000
	Update Stage Frequency	\$ 4,000	\$ -	\$ 4,000
	Formulation of Measures	\$ 5,600	\$ -	\$ 5,600
	Interior Drainage Analysis	\$ 600	\$ 5,600	\$ 6,200
	Climate Change Analysis	\$ 4,000		\$ 4,000
	Hydrologic Analysis Technical Review			
	Draft Report	\$ 5,600		\$ 5,600
	PDT Review	\$ 1,600		\$ 1,600
	ATR/IEPR	\$ 8,000		\$ 8,000
	Final Report	\$ 4,000		\$ 4,000
	Meetings	\$ 8,000		\$ 8,000
	Travel	\$ 2,400		\$ 2,400
	Subtotal Tasks	\$ 70,200	\$ 5,600	\$ 75,800
	Section S&A @ 20%	\$ 14,040		\$ 14,040
	Subtotal Labor	\$ 84,240	\$ 5,600	\$ 89,840

OTHER COSTS

Task #	Description	Cost	In-Kind	Total
1	Plane Ticket	1500		\$ 1,500
2	Vehicle	250	0	\$ 250
3	per diem	840		\$ 840
	TOTAL COST	\$ 85,080	\$ 5,600	\$ 90,680

SECTION 205
Miles City - Tongue River
WBS AND FEASIBILITY STUDY COST ESTIMATE
Feb-17
FLOODPLAIN & NONSTRUCTURAL FLOOD RISK REDUCTION

LABOR COSTS

Nonstructural FRAM Analysis and Report

Task #	Description	Cost	In-Kind	Total
1	Developing and Verifying Structure Inventory	\$ 11,300		\$ 11,300
2	Determine Costs for Standalone Nonstructural	\$ 4,400		\$ 4,400
3	Determining Benefits of the Standalone Nonstructural Alternative	\$ 4,400	\$ -	\$ 4,400
4	Determine Costs for Nonstructural with Structural Alternative	\$ 4,400	\$ -	\$ 4,400
	Determining Benefits of the Nonstructural Alternative with a			
5	Structural Alternative	\$ 4,400		\$ 4,400
6	Report Preparation	\$ 4,550	\$ -	\$ 4,550
7	Meetings and Coordination	\$ 4,000		\$ 4,000
8	Quality Assurance/Quality Control	\$ 4,000	\$ -	\$ 4,000
	Subtotal Tasks	\$ 41,450	\$ -	\$ 41,450
	Supervision and Administration (S&A) @ 15%	\$ 6,218	\$ -	\$ 6,218
	Subtotal Labor	\$ 47,668	\$ -	\$ 47,668

EO11988 Compliance and Coordination with USACE FRM, NFIP, state and

Task #	Description	Cost	In-Kind	Total
1	PDT Meetings, Sponsor Meetings, Conference Calls, and etc	\$ 6,500	\$ -	\$ 6,500
2	Compliance Research, Documentation and Memo Development	\$ 6,500		\$ 6,500
3	Quality Assurance/Quality Control	\$ 1,000	\$ -	\$ 1,000
	Subtotal Tasks	\$ 14,000	\$ -	\$ 14,000
	Section S&A 15%	\$ 2,100	\$ -	\$ 2,100
	Subtotal Labor	\$ 16,100	\$ -	\$ 16,100

Assist with HEC-FIA Analysis and Report

Task #	Description	Cost	In-Kind	Total
1	FIA Model Setup	\$ -	\$ -	\$ -
2	FIA Analysis (Calculating Life loss for existing conditions)	\$ 1,500	\$ -	\$ 1,500
3	FIA Analysis (Calculating Life loss for with-project conditions)	\$ 1,500	\$ -	\$ 1,500
4	Quality Assurance/Quality Control	\$ -	\$ -	\$ -
5	Report Preparation	\$ -	\$ -	\$ -
	Subtotal Tasks	\$ 3,000	\$ -	\$ 3,000
	Section S&A @ 15%	\$ 450	\$ -	\$ 450
	Subtotal Labor	\$ 3,450	\$ -	\$ 3,450

OTHER COSTS

Task #	Description	Cost	In-Kind	Total
1	Travel (two trips)	\$ 4,800		\$ 4,800
2	DQC, ATR, IEPR (20 hours per review)	\$ 8,000	0	\$ 8,000
	SUBTOTAL OTHER	\$ 12,800	0	12800
	TOTAL COST	\$ 80,018	\$ -	\$ 80,018

1	Plane Ticket	1500	\$	1,500
2	Vehicle	250	0	250
3	per diem	840		840
	Subtotal	\$ 2,590		\$ 2,590
	TOTAL COST	\$ 82,608	\$ -	\$ 82,608

Section 205
CITY OF MILES CITY, MONTANA
FEASIBILITY STUDY COST ESTIMATE (Optional Tasks during Feasibility)
AUGUST 2016

FLOOD RISK AND FLOODPLAIN MANAGEMENT SECTION
NONSTRUCTURAL ASSESSMENT AND FLOOD RISK MANAGEMENT

LABOR COSTS

CLOMR Submittal to FEMA

Task #	Description	Cost	In-Kind	Total
1	Hydraulic Computer Model Development for FEMA Submission	\$ -	\$ -	\$ -
2	Report Preparation	\$ -	\$ -	\$ -
3	Mapping	\$ -	\$ -	\$ -
4	Assembling of documentation for FEMA Submission	\$ -	\$ -	\$ -

5	Comment Response Coordination	\$	-	\$	-	\$	-
6	Meetings	\$	-	\$	-	\$	-
7	Quality Assurance/Quality Control	\$	-	\$	-	\$	-
	Subtotal Tasks	\$	-	\$	-	\$	-
	Supervision and Administration @ 15%	\$	-	\$	-	\$	-
	Subtotal Labor	\$	-	\$	-	\$	-
Floodplain Management Plan							
Task #	Description	Cost		In-Kind		Total	
1	Plan Report Development	\$	-	\$	-	\$	-
2	Meetings and Coordination	\$	-	\$	-	\$	-
3	Quality Assurance/Quality Control	\$	-	\$	-	\$	-
	Subtotal Tasks	\$	-	\$	-	\$	-
	Section S&A / QC @ 15%	\$	-	\$	-	\$	-
	Subtotal Labor	\$	-	\$	-	\$	-
OTHER COSTS							
Task #	Description	Cost		In-Kind		Total	
1	Travel 2 Days			0	\$		-
2	DQC, ATR, IEPR (20 hours per review)	\$	-	0	\$		-
3	Contingency (15%)	\$	-	0	\$		-
	SUBTOTAL OTHER	\$	-	0			0
TOTAL COST (Optional Tasks during Feasibility)		\$	-	\$	-	\$	-
Grand Total				\$	-	\$	-

Section 205
Miles City - Tongue River
WBS and Feasibility Study Cost Estimate
Feb-17

PLAN FORMULATION

LABOR COSTS

Task #	Description	Cost	In-Kind	Total
1	NEPA Feasibility Meetings and Reporting (Salak)	\$ 4,000	\$ -	\$ 4,000
2	Corps Upward Reporting Meetings (BCPERM, PRB, etc.)	\$ 8,000	\$ -	\$ 8,000
3	Prepare and Update Budget Documents	\$ 5,340	\$ -	\$ 5,340
4	Study Correspondence and Documentation	\$ 5,000	\$ -	\$ 5,000
5	Scheduling & 2101s	\$ 5,340	\$ -	\$ 5,340
6	PDT Meetings (Attendance, Agendas and Minutes)	\$ 12,000	\$ 10,000	\$ 22,000
7	Public Involvement Planning, Coordination, Respond to comm	\$ 15,000	\$ 5,000	\$ 20,000
8	Miscellaneous COE requested -Sponsor Provide Information and Respond to inquiries	\$ -	\$ 66,900	\$ 66,900
9	Lead Plan Formulation and Analysis thru 6-step process	\$ 35,000	\$ 8,000	\$ 43,000
10	Review Plan Preparation & Reviews	\$ 5,000	\$ -	\$ 5,000
11	Updating Project Management Plan	\$ 8,000	\$ 3,000	\$ 11,000
12	Formulation	\$ 20,000	\$ 2,000	\$ 22,000
13	Draft Feasibility Report	\$ 15,000	\$ 9,000	\$ 24,000
	Reviews: prepare, schedule, manage, respond to comments (DQC, ATR, IEPR)	\$ 20,000	\$ 5,000	\$ 25,000
15	Revise Draft Feasibility Resport/Final Report	\$ 10,000	\$ 3,000	\$ 13,000
16	Preparation of PPA	\$ 8,000	\$ -	\$ 8,000
17	Scope of Work for Contractor	\$ -	\$ -	\$ -
18	Technical Review of Contractor Products	\$ 2,000	\$ -	\$ 2,000
19	3 Public Meetings (scoping, draft report, final report)	\$ 5,000	\$ 1,000	\$ 6,000
20	Rescoping	\$ 5,000	\$ 5,000	\$ 10,000
	Subtotal Tasks	\$ 187,680	\$ 117,900	\$ 305,580
	Section S&A @ 15%	\$ 28,152	\$ -	\$ 28,152
	Subtotal Labor	\$ 215,832	\$ 117,900	\$ 333,732

OTHER COSTS

Task #	Description	Cost	In-Kind	Total
1	Travel	10,000	0	\$ 10,000
2	Printing Draft & Final Reports	2500	0	\$ 2,500
		0	0	\$ -
	SUBTOTAL OTHER	12500	0	12500
	TOTAL COST	\$ 228,332	\$ 117,900	\$ 346,232

1	Plane Ticket	15000	\$	15,000
2	Vehicle	2500	0	\$ 2,500
3	per diem	8400	\$	8,400
	Subtotal	25900		25900

TOTAL	\$ 254,232	\$ 117,900	\$ 372,132
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Section 205
Miles City - Tongue River
Feb-17
Programs Management

The Planning, Programs, and Project Management Division assists the project team and sponsor with managing project funds within the USACE financial management system. A program analyst will be assigned to the project to assist with budgets documents, funding requests, scheduling funds, documentation for in-kind service, closing out the project, and a host of other daily activities.

Estimate

\$33,200

Section 205 Study
Miles City - Tongue River
1-Feb-17
Cost & General Engineering Branch

LABOR COSTS

Task #	Description	Cost	Hours	In-Kind	Total
1	Site Visit/Scoping Meeting/PDT Meetings	\$ 130	32	\$ -	\$ 4,160
2	Work with ED-G & ED-DF to define quantities for Alternatives	\$ 130	32	\$ -	\$ 4,160
3	Develop MCACES for Alternatives	\$ 130	48	\$ -	\$ 6,240
3	Develop MCACES for Non-structural Alternatives	\$ 130	16	\$ -	\$ 2,080
4	Work with Designers to refine MCACES Selected Plan	\$ 130	16	\$ -	\$ 2,080
5	Develop Cost and Schedule Risk Analysis	\$ 130	16	\$ -	\$ 2,080
6	Develop Cost Appendix	\$ 130	18	\$ -	\$ 2,340
7	Coordinate with Cost DX in Walla Walla for Review	\$ 130	38	\$ -	\$ 4,940
8	Funding for Cost CX to complete review	\$130	40		\$ 5,200
9	Participate in Reviews (PDT, DQC, ATR, IEPR)	\$ 130	80	\$ -	\$ 10,400
10	Scope of Work for Contractor	\$ 130	0	\$ -	\$ -
11	Technical Review of Contractor Products	\$ 130	0	\$ -	\$ -
	Subtotal Tasks		336	\$ -	\$ 43,680
	Subtotal		336	\$ -	\$ 43,680
	Section S&A / QC @ 15%			\$ -	\$ 6,552
	Subtotal Labor	\$ -		\$ -	\$ 50,232

OTHER COSTS

Task #	Description	Cost	In-Kind	Total
1	Vehicle			
2	Per Diem, site visit			
3	Travel			
	SUBTOTAL OTHER	0	0	\$ -

TOTAL COST **\$ 50,232**

Section 205
Miles City - Tongue River
Public Involvement
Feb-17

Task #	Description	Corps	Hours	In-Kind	Total
1	Quarterly News Letters		72	\$ 8,750	
2	Quarterly Press releases (two new stories and 2 notices mutually agreed upon		48	\$ 6,500	
3	2 information mtgs mutually agreed upon		360	\$ 50,000	
4	1 Public Communication Strategy		30	\$ 3,500	
5	Monthly Facebook Posts		48	\$ 2,500	
6	PR/Gov/Agency Coordination Team		48	\$ 18,000	
7	NEPA Requirements	\$ 10,000			
	Power Point PPT mutually agreed upon			\$ 20,000	
	SUBTOTAL			\$ 109,250	
7				\$ -	
	TOTAL	\$ 10,000		\$ 109,250	\$ 119,250

Section 205
Miles City - Tongue River
WBS and Feasibility Study Cost Estimate
1-Feb-17
Real Estate

TASKS	COST/TASK		# UNITS	COST/UNIT
REAL ESTATE PLAN				
MEETINGS	4500.00	CORPS	50.00	90.00
RIGHT-OF-ENTRIES	7200.00	CORPS	80.00	90.00
FINAL ROW MAP*	5400.00	CORPS	60.00	90.00
LANDS & ESTATES	1800.00	CORPS	20.00	90.00
ESTIMATE/STRUCTURE *	17100.00		190.00	90.00
ESTIMATE/GROSS APPRAISAL*	4500.00	CORPS	40.00	112.50
ESTIMATE/GROSS APPRAISAL*	14000.00	CORPS	100.00	140.00
APPRAISAL REVIEW*	2500.00	CORPS	20.00	125.00
REAL ESTATE MANAGEMENT	7200.00	CORPS	80.00	90.00
ATTORNEY'S OPINION	5200.00	CORPS	40.00	130.00
REAL ESTATE PLAN	13500.00	CORPS	150.00	90.00
CONSULT/REVIEW R.E.P.	1500.00	CORPS	10.00	150.00
TRAVEL	4800.00	CORPS	48.00	100.00
COORDINATION	4320.00	CORPS	48.00	90.00
REVIEWS (DQC/ATR/IEPR)	5040.00	CORPS	56.00	90.00
S&A 15%	14028.00	CORPS	0.15	
TOTAL COST OF REP	\$ 112,588.00			
Plane Ticket	1500			\$ 1,500
Vehicle	250		0	\$ 250
per diem	840			\$ 840
	\$ 2,590.00			
Total Federal	\$ 115,178.00			
REAL ESTATE PAYMENTS	COST/TASK		#UNITS	COST/UNIT
NFS ADMIN	5000.00	SPONSOR	100.00	50.00
NFS LEGAL	2500.00	SPONSOR	50.00	50.00
OBTAIN ROE'S	23000.00	SPONSOR	46.00	500.00
	0.00	CORPS	0.00	0.00
	0.00	CORPS	0.00	0.00
20% QA	4575.00	SPONSOR	0.15	0.00
TOTAL PAYMENTS	\$ 35,075.00			
TOTAL R.E. COST	\$ 150,253.00			

Section 205
Miles City - Tongue River
WBS and Feasibility Study Cost Estimate
Feb-17

FEASIBILITY STUDY LEVEL STRUCTURAL ENGINEERING

LABOR COSTS				
Task #	Description	Cost	In-Kind	Total
1	Write narratives for existing conditions	\$ 1,500	\$ -	\$ 1,500
2	Write narrative and perform calculations	\$ 1,800	\$ -	\$ 1,800
3	Conceptual Drawings	\$ 3,200	\$ -	\$ 3,200
4	Create 1 plate - road closure	\$ 2,000	\$ -	\$ 2,000
6	Attend Meetings	\$ 800	\$ -	\$ 800
8	Support Cost Engineer	\$ 1,500	\$ -	\$ 1,500
9	VE Study	\$ 2,400	\$ -	\$ 2,400
10	Site Visit	\$ 2,400	\$ -	\$ 2,400
11	Review and respond to comments	\$ 1,000	\$ -	\$ 1,000
	Subtotal Tasks	\$ 16,600	\$ -	\$ 16,600
	Section S&A 10%	\$ 1,660	\$ -	\$ 1,660
	Subtotal Labor	\$ 18,260	\$ -	\$ 18,260
OTHER COSTS				
Task #	Description	Cost	In-Kind	Total
1	Plane Ticket	750	0	\$ 750
2	Vehicle	125	0	\$ 125
3	Perdiem	240	0	\$ 240
	SUBTOTAL OTHER	1115	0	1115
TOTAL COST		\$ 19,375	\$ -	\$ 19,375
CONTRACTABLE TASKS FY 14				
Task #				
1				0
2				0
3				0
	Contract Product Estimate			0
	Labor related to Contracting			
CONTRACTABLE TASKS AFTER FY 14				
Task #				
1		\$ -		\$ -
2				\$ -
3				\$ -
	Contract Product Estimate			\$ -
	Labor related to Contracting			
ALL CONTRACTS THROUGH STUDY				\$ -

RESOLUTION NO. 4040

A RESOLUTION APPROVING AN EXTENSION AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE CUSTER COUNTY WATER AND SEWER DISTRICT NO. 2.

WHEREAS, the parties previously entered into an Interlocal Agreement for water and sewer services dated the 18th day of April, 2006, with a term running through June 30, 2011;

AND WHEREAS, the parties extended said Agreement for an additional five year period, with a term running through June 30, 2016;

AND WHEREAS, said agreement and extension call for a negotiations period to be complete by June 30, 2017, during which time said Agreement shall remain in full force and effect;

AND WHEREAS, the parties do not anticipate that negotiations will be complete by June 30, 2017, and wish to extend the underlying contract and negotiation period for an additional one-year period;

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

1. The "Extension Agreement" between the City of Miles City and the Custer County Water and Sewer District No. 2, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor 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.

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 MARCH, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of March, 2017, between the CITY OF MILES CITY, MONTANA, hereinafter “City,” and the CUSTER COUNTY WATER AND SEWER DISTRICT NO. 2, of Miles City, Montana, hereinafter “District.”

WHEREAS, the parties previously entered into an Interlocal Agreement for water and sewer services dated the 18th day of April, 2006, with a term running through June 30, 2011;

AND WHEREAS, the parties extended said Agreement for an additional five year period, with a term running through June 30, 2016;

AND WHEREAS, said agreement and extension call for a negotiations period to be complete by June 30, 2017, during which time said Agreement shall remain in full force and effect;

AND WHEREAS, the parties do not anticipate that negotiations will be complete by June 30, 2017, and wish to extend the underlying contract and negotiation period for an additional one-year period;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Term. The term of the “City of Miles City – Custer County Water and Sewer District – Interlocal Agreement” dated the 18th day of April, 2006, is hereby extended until June 30, 2018, to provide additional time for the parties to negotiate and enter into a new agreement for the provision of water and sewer services from the City to the District.

CITY OF MILES CITY, MONTANA

CUSTER COUNTY WATER AND SEWER DISTRICT No. 2

By: _____
John Hollowell, Mayor

By: _____
President

Attest: _____

Attest: _____

Clerk

Secretary

RESOLUTION NO. 4041

A RESOLUTION APPROVING A CONTRACT AMENDMENT FOR TERM AND BUDGET BETWEEN THE CITY OF MILES CITY AND THE MONTANA DEPARTMENT OF COMMERCE FOR CONTRACT RELATED TO THE DEVELOPMENT OF A TRANSPORTATION PLAN FOR MILES CITY.

WHEREAS, the City of Miles City and the Montana Department of Commerce entered into a Community Development Block Grant contract #MT-CDBG-15PL-09A pertaining to the development of a transportation plan for the City of Miles City, and desire to amend the same regarding term and project budget, in the format attached hereto in Exhibit "A";

AND WHEREAS, the City Council finds that such amendment is in the best interests of the City to allow for completion of such project;

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

1. The "Montana Department of Commerce Contract Amendment #MT-CDBG-15PL-09A" attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.

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 MARCH, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A

COMMERCE CONTRACT #MT-CDBG-I5PL-09A

**MONTANA DEPARTMENT OF COMMERCE
CONTRACT AMENDMENT # MT-CDBG-I5PL-09A
CITY OF MILES CITY**

This Contract Amendment is entered into by and between the City of Miles City, Montana, (the Grantee), and the Montana Department of Commerce, located at 301 South Park, Helena, Montana (the Department).

The Grantee and the Department mutually agree to amend Contract #MT-CDBG-I5PL-09 (the Contract), executed by them on January 27, 2016, as follows:

1. Section 5 of the Contract is amended to read:

EFFECTIVE DATE AND TIME OF PERFORMANCE:

- (a) This Contract shall take effect upon execution by the parties and will terminate on June 30, 2017, or upon approval of Grantee's Project Completion Report, whichever is earlier, unless terminated earlier in accordance with the terms of this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between October 7, 2015 and June 30, 2017. All requests for reimbursement must be submitted to the Department within 60 days after the Department's approval of the Grantee's Project Completion Report.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only upon obtaining the prior written approval of the Department.
- (d) The Department may grant a Contract extension upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least 30 days prior to the termination date of the Contract.

2. Section 7 of the Contract is amended to read:

BUDGET:

- (a) The total amount to be awarded to the Grantee under this Contract will not exceed \$20,100.

- (b) A copy of the Project Budget is attached hereto as Exhibit B to this Contract and specifically incorporated herein by this reference. Any changes to the budget as proposed and incorporated within this Contract require a written request to, and approval by, the Department.
- (c) Any authorized funds not expended under this grant by June 30, 2017 or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other CDBG projects.
- 3. Exhibit A – Amended - Project Implementation Schedule has been revised. Please refer to new Exhibit A hereto, which supersedes and replaces any previous versions of Exhibit A in its entirety.
- 4. All other provisions of the Contract remain in full force and effect.

CITY OF MILES CITY

John Hollowell, Mayor Date

MONTANA DEPARTMENT OF COMMERCE

Jennifer H. Olson, Administrator Date
Community Development Division

**EXHIBIT A
CDBG PLANNING GRANT
PROJECT IMPLEMENTATION SCHEDULE
CONTRACT AMENDMENT #MT-CDBG-15PL-09A
CITY OF MILES CITY**

TASK	MONTH
PROJECT START UP	
Preparation of MDOC Contract	December 2015
PROCUREMENT OF PROFESSIONAL ASSISTANCE ¹	
Submit Request for Proposals (RFP) to DOC for approval, if required ²	
Publish RFP	January 2016
Select professional	January 2016
Execute agreement with professional	February 2016
PROJECT IMPLEMENTATION	
Prepare draft plan/report	November 2016
Submit draft plan/report and interim Request for Funds	November 2016
Public review and comment	Feb - March 2017
Finalize plan/report	May 2017
PROJECT CLOSEOUT	
Submit final deliverable	May 2017
Submit final Request for Funds and Project Completion Report	June 2017

¹ Including professional engineers, architects, and community development consultants, etc.

² Architectural and engineering services must be procured in compliance with Section 18-8-201, MCA.

RESOLUTION NO. 4042

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

WHEREAS, The City of Miles City has retained the engineering services of Kdrmas, Lee & Jackson, Inc. (KLJ) to provide engineering services to the City regarding a certain 20" water main and connection;

AND WHEREAS, the City wishes to amend its agreement with KLJ for additional services;

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

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

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 14th DAY OF MARCH, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

1. Background Data:

- A. Effective Date of Agreement: August 20, 2014
- B. Owner: City of Miles City, Montana
- C. Engineer: Kadrmas, Lee & Jackson, Inc.
- D. Specific Project (title): Tongue River 14-inch Water Main Crossing Project
- E. Specific Project (description): Replacement of the Tongue River 14-inch Water Main Crossing with a 20-inch Water Main

2. Description of Modifications

- A. Engineer shall perform the following Additional Services:

Provide engineering consulting to the City regarding the condition of the existing 20-inch CCP tee, provide construction phase services for the additional 20-inch water main and connection to the 20-inch CCP tee, and provide record drawings for the additional water main.

- B. The responsibilities of Owner with respect to this Amendment are as follows:

Provide access to the 20-inch CCP and a trained CCP pipe technician to aid in the inspection of the 20-inch tee.

- C. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

\$3,500.00

- D. The schedule for rendering services under this Agreement is modified as follows:

July 31, 2017.

- E. Other portions of the Agreement are modified as follows:

Attachment 1 (Scope of Service), Project Schedule; the Construction Completion date is changed to July 1, 2017. This change is due to a delay in permitting and the additional 20-inch water main as per 2.A above.

3. Agreement Summary (Reference only)

A. Original Task Order amount:	\$ 82,522.75
B. Net change for prior amendments:	\$ 0.00
C. This amendment amount:	\$ 3,500.00
D. Adjusted Task Order amount:	\$ 86,022.75

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is December 1, 2016.

OWNER: City of Miles City

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

Claims

* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128265	78519S	498 CENTURY LINK	845.78					
1	KQ01150004	11/10/16 Airbus Support & Labor Ann	845.78		21374	2850 105 420140	350	101000
128293	78520S	999999 KELLY PRINTING SUPPLIES	174.80					
1	225016	02/24/17 Printer Ink	125.85		22848	1000 7 420460	210	101000
2	225016	02/24/17	48.95		22848	5510 10 420730	210	101000
128318	78490S	394 BOSS INC	2,956.92					
1	133777-0	01/12/17 RSVP -Envelopes - Printed	76.60		21250	2985 15 450340	210	101004
2	131587-0	12/29/17 RSVP ~ Fax Repair	42.50		21246	2985 15 450340	220	101000
3	134658-0	01/17/17 RSVP ~ Copier Repair	42.50		21253	2985 15 450340	220	101000
4	132369-0	01/05/17 PD ~ Ink for Printer	465.96		22761	1000 5 420140	210	101000
5	134016-0	01/17/17 PD ~ Correct Ink for Printer	432.96		22767	1000 5 420140	210	101000
6	132405-0	01/05/17 PD ~ Index Sheets for Case F	14.07		22758	1000 5 420140	210	101000
7	131177-0	12/28/16 PD ~ Search Warrant Sheets	27.95*		22249	1000 5 420140	220	101000
8	131292-0	12/29/16 Jeffs Office ~ Cord for Phon	4.99*		18178	1000 4 411100	220	101000
9	131111-0	12/27/16 Jeff's Office ~ Folder Label	2.99*		18178	1000 4 411100	210	101000
10	131814-0	12/30/16 FD ~ Printer Ink	182.81		22683	1000 7 420460	210	101000
11	131814-0	12/30/16	71.10		22683	5510 10 420730	210	101000
12	21845	12/16/16 FD ~ Office Supplies	79.95		22683	1000 7 420460	210	101000
13	131238-0	01/15/17 Finance ~	308.46		22523	1000 3 410500	210	101000
14	136037-0	01/15/17	308.47		22523	5210 25 430510	210	101000
15	134005-0	01/15/17	308.47		22523	5310 29 430610	210	101000
16	131238	01/15/17	517.55		22523	5210 25 430510	210	101000
17	131999	01/15/17	517.55		22523	5310 29 430610	210	101000
9900	C132369-0	01/13/17 P.D. ~ Printer Ink Incorrect	-377.97			1000 5 420140	210	101000
CI	5							
9901	C130510-0	12/28/16 Water Dept. ~ Adding Machin	-35.00			5210 25 430510	220	101000
CI	6							
9902	C130514-0	12/28/16	-34.99			5310 29 430610	220	101000
CI	6							
128354	78521S	975 FIREMANS FUND	1,890.00					
1	1st Quarte	02/23/17 Clothing Allotment	1,890.00		22827	1000 7 420460	211	101000
128374	78491S	1970 MONTANA DAKOTA UTILITIES	11,011.68					
1	02/28/17	GAS/ELECTRIC	295.66		22818	1000 7 420460	341	101000
2		GAS/ELECTRIC	540.41		22818	1000 7 420460	344	101000
3		GAS/ELECTRIC	0.00			1000 8 411230	341	101000
4		GAS/ELECTRIC	0.00			1000 8 411230	344	101000
5		GAS/ELECTRIC	101.81			1000 13 460433	341	101000
6		GAS/ELECTRIC	220.38			1000 13 460433	344	101000
7		GAS/ELECTRIC	0.00			1000 14 460445	341	101000
8		GAS/ELECTRIC	23.42			1000 21 440600	341	101000
9		GAS/ELECTRIC	65.68			1000 21 440600	344	101000
10			0.00			2220 16 460100	341	101000

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CITY OF MILES CITY
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* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
11			0.00			2220 16 460100	344	101000
12		GAS/ELECTRIC	4.33			2400 46 430263	341	101000
13		GAS/ELECTRIC	3.00			2400 46 430263	533	101000
14		GAS/ELECTRIC	0.00			2420 48 430263	341	101000
15		GAS/ELECTRIC	0.00*			2420 48 430263	533	101000
16		GAS/ELECTRIC	0.00			2430 49 430263	341	101000
17		GAS/ELECTRIC	18.46			2440 50 430263	341	101000
18		GAS/ELECTRIC	0.00			2470 72 430263	341	101000
19		GAS/ELECTRIC	0.00			2470 72 430263	533	101000
20		GAS/ELECTRIC	0.00			2480 47 430263	341	101000
21		GAS/ELECTRIC	0.00			2510 107 430220	341	101000
22		GAS/ELECTRIC	0.00			2510 107 430220	344	101000
23		GAS/ELECTRIC	0.00			2520 108 430220	341	101000
24		GAS/ELECTRIC	0.00			2520 108 430220	344	101000
25		GAS/ELECTRIC	509.16			5210 22 430530	341	101000
26		GAS/ELECTRIC	0.00			5210 22 430530	344	101000
27		GAS/ELECTRIC	0.00			5210 23 430550	341	101000
28		GAS/ELECTRIC	0.00			5210 23 430550	344	101000
29		GAS/ELECTRIC	809.78*			5310 31 430630	341	101000
30		GAS/ELECTRIC	0.00			5310 31 430630	344	101000
31		GAS/ELECTRIC	0.00			5310 32 430690	341	101000
32		GAS/ELECTRIC	0.00			5310 32 430690	344	101000
33		GAS/ELECTRIC	6,010.01			5310 33 430640	341	101000
34		GAS/ELECTRIC	114.98		22818	5510 10 420730	341	101000
35		GAS/ELECTRIC	210.16		22818	5510 10 420730	344	101000
36		02/28/17 GAS/ELECTRIC	1,094.91		612	5610 87 430300	341	101000
37		02/28/17 GAS/ELECTRIC	969.08		612	5610 87 430300	344	101000
38		GAS/ELECTRIC	0.00			6040 910 430220	341	101000
39		GAS/ELECTRIC	20.45			6040 910 430220	344	101000
128375		78492S 4019 WEX Bank	11,225.41					
1		38641371 02/28/17 FUEL	311.15		22851	1000 13 460433	231	101000
3		02/28/17 FUEL	2,604.29		22851	2510 107 430220	231	101000
4		02/28/17 FUEL	651.07		22851	2520 108 430220	231	101000
6		02/28/17 FUEL	98.99		22436	5210 22 430530	231	101000
7		02/28/17 FUEL	65.99		22436	5210 80 430540	231	101000
8		02/28/17 FUEL	131.99		22436	5310 33 430640	231	101000
9		02/28/17 FUEL	164.98		22439	5310 32 430690	231	101000
10		02/28/17 FUEL	724.90		22810	1000 7 420460	231	101000
11		02/28/17 FUEL	1,041.25		22810	5510 10 420730	231	101000
12		02/28/17 FUEL	2,693.88		22780	1000 5 420140	231	101000
13		02/28/17 FUEL	28.88		22780	1000 21 440600	231	101000
15		02/28/17 FUEL	1,052.53		22636	5210 23 430550	231	101000
16		02/28/17 FUEL	1,052.52		22636	5310 31 430630	231	101000
17		02/28/17 FUEL	602.99		608	5610 87 430300	231	101000

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* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128376	78522S	1737 MC AREA SOLID WASTE DISTRICT	6.00					
1	14197	02/09/17 Animal Disposal	6.00		22552	1000 21 440600	220	101000
128377	78523S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	166.70					
1	8953	02/14/17 CITY HALL: RUGS	42.50		22861	1000 8 411230	220	101000
2	8228	02/28/17 CITY HALL: RUGS	42.50		22861	1000 8 411230	220	101000
3	8597	02/20/17 SHOP: RUGS/MOPS	20.50		22861	6040 910 430220	220	101000
4		02/28/17 LIBRARY: RUGS (ANNUAL)	0.00			2220 16 460100	360	101000
5	5817	02/28/17 FIRE DEPT: MATS	5.00		22811	1000 7 420460	220	101000
6		02/28/17 AMBULANCE: MATS	0.00			5510 10 420730	220	101000
7	8436	02/10/17 WWTP: MOPS/TOWELS	19.20		22439	5310 33 430640	360	101000
8	8436	02/10/17 WTP: MOPS/TOWELS	23.50		22439	5210 22 430530	360	101000
9	9224	03/01/17 PD: MATS	13.50		22794	1000 5 420140	360	101000
128378	78524S	316 DATA IMAGING SYSTEMS, INC	2,366.95					
1		02/28/17 MANAGED SERVICES;DATA BKP	291.40			1000 3 410500	360	101000
2		02/28/17 MANAGED SERVICES;DATA BKP	136.78			5210 25 430510	360	101000
3		02/28/17 MANAGED SERVICES;DATA BKP	136.78			5310 29 430610	360	101000
4		02/28/17 MANAGED SERVICES;DATA BKP	72.85			1000 1 410200	360	101000
5		02/28/17 MANAGED SERVICES;DATA BKP	72.85			1000 36 411020	360	101000
6		02/28/17 MANAGED SERVICES;DATA BKP	144.24			5210 23 430550	360	101000
7		02/28/17 MANAGED SERVICES;DATA BKP	144.24			5310 31 430630	360	101000
8		02/28/17 MANAGED SERVICES;DATA BKP	103.45			2510 107 430220	360	101000
9		02/28/17 MANAGED SERVICES;DATA BKP	55.37			2520 108 430220	360	101000
10		02/28/17 MANAGED SERVICES;DATA BKP	73.94*			1000 9 410540	360	101000
11		02/28/17 MANAGED SERVICES;DATA BKP	72.85*			2935 11 460461	360	101000
12		02/28/17 MANAGED SERVICES;DATA BKP	152.25			2394 18 420531	360	101000
13	31032	02/23/17 Replace UB Front Counter Compu	303.32			1000 3 410500	214	101000
14	31032	02/23/17	303.32			5210 25 430510	214	101000
15	31032	02/23/17	303.31			5310 29 430610	214	101000
128379	78493S	2831 MILES CITY STAR ADVERTISING	665.00					
1	180222	01/13/17 Finance ~	179.67		22525	1000 3 410500	330	101000
2	180221	01/13/17	179.67*		22525	5210 25 430510	330	101000
3	180767	01/20/17	179.66*		22525	5310 29 430610	330	101000
4	180416	01/20/17 Public Works ~	100.80*		22854	2510 107 430220	331	101000
5	180417	01/20/17	25.20*		22854	2520 108 430220	331	101000
128380	78494S	1921 Montana Municipal Interlocal	4,097.90					
1	382265	02/01/17 Retiree Insurance	4,097.90		28380	1000 362022		101000

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* Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128381	78525S	2914 TOURISM BUSINESS IMPROVEMENT		7,231.00					
1	7370-0217	02/28/17 Monthly Collections		7,231.00		128381	7370 212500		101000
128382	78495S	2830 STAR PRINTING & SUPPLY		1,058.35					
1	248417	01/05/17 Finance ~ Supplies		84.25		22526	1000 3 410500	210	101000
2	248557	01/10/17		84.25		22526	5210 25 430510	210	101000
3	248668	01/12/17		84.25		22526	5310 29 430610	210	101000
4	248913	01/19/17 F.D ~ Supplies		6.32		22809	1000 7 420460	210	101000
5	248892	01/19/17 City Court ~		34.39		20099	1000 6 410300	210	101000
6	248243	01/18/17 RSVP ~ Printing, Supplies, Ton		735.22		21251	2985 15 450330	220	101000
7	249153	01/20/17 Library ~ Copy Contract		58.45		22133	2220 16 460100	320	101000
9900	247375	12/20/16 Credit for December		-4.96			1000 3 410500	220	101000
	CI	7							
9901	247375	12/20/16		-4.96			5210 25 430510	220	101000
	CI	7							
9902	247375	12/20/16		-4.97			5310 29 430610	220	101000
	CI	7							
9903	247375	12/20/16 Label Maker broken tape		-4.63			1000 3 410500	220	101000
	CI	8							
9904	247375	12/20/16		-4.63			5210 25 430510	220	101000
	CI	8							
9905	247375	12/20/16		-4.63			5310 29 430610	220	101000
	CI	8							
128383	78526S	1721 MID RIVERS TELEPHONE CORP		2,817.61					
1	02/28/17	TELEPHONE/INTERNET/CABLE/Judge		177.13		22902	1000 6 410300	345	101000
2	02/28/17	TELEPHONE/INTERNET/CABLE/Judge		10.70		22902	1000 6 410300	347	101000
3	02/28/17	TELEPHONE/INTERNET/CABLE/Libry		108.50		22139	2220 16 460100	345	101000
4	02/28/17	TELEPHONE/INTERNET/CABLE/Libry		118.84		22139	2220 16 460100	347	101000
5	02/28/17	TELEPHONE/INTERNET/CABLE/SmPol		0.00			1000 14 460445	345	101000
6	02/28/17	TELEPHONE/INTERNET/CABLE/ 911		299.04		21375	2850 105 420140	345	101000
8	02/28/17	TELEPHONE/INTERNET/CABLE/child		0.00*			1000 5 420140	220	101000
9	02/28/17	TELEPHONE/INTERNET/CABLE/rsvp		118.87		21256	2985 15 450340	345	101000
10	02/28/17	TELEPHONE/INTERNET/CABLE/Airpt		121.05		620	5610 87 430300	345	101000
11	02/28/17	TELEPHONE/INTERNET/CABLE/Airpt		72.95		620	5610 87 430300	319	101000
12	02/28/17	TELEPHONE/INTERNET/CABLE/Airpt		25.60		620	5610 87 430300	347	101000
14	02/28/17	TELEPHONE/INTERNET/CABLE/mayor		14.25			1000 1 410200	345	101000
15	02/28/17	TELEPHONE/INTERNET/CABLE/fin		35.87			1000 3 410500	345	101000
16	02/28/17	TELEPHONE/INTERNET/CABLE/fin		19.54			1000 3 410500	347	101000
17	02/28/17	TELEPHONE/INTERNET/CABLE/atny		-12.24			1000 4 411100	345	101000
18	02/28/17	TELEPHONE/INTERNET/CABLE/pd		296.45			1000 5 420140	345	101000
19	02/28/17	TELEPHONE/INTERNET/CABLE/pd		65.66			1000 5 420140	347	101000
20	02/28/17	TELEPHONE/INTERNET/CABLE/disp		294.58			1000 5 420160	345	101000
21	02/28/17	TELEPHONE/INTERNET/CABLE/fire		145.36			1000 7 420460	345	101000
22	02/28/17	TELEPHONE/INTERNET/CABLE/fire		135.60			1000 7 420460	347	101000
23	02/28/17	TELEPHONE/INTERNET/CABLE/tres		-11.94*			1000 9 410540	345	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
24	02/28/17	TELEPHONE/INTERNET/CABLE/park	24.14			1000 13 460433	345	101000
25	02/28/17	TELEPHONE/INTERNET/CABLE/park	37.60			1000 13 460433	347	101000
26	02/28/17	TELEPHONE/INTERNET/CABLE/ACtr	40.03			1000 21 440600	345	101000
27	02/28/17	TELEPHONE/INTERNET/CABLE/plng	60.91			1000 36 411020	345	101000
28	02/28/17	TELEPHONE/INTERNET/CABLE/bldg	26.36			2394 18 420531	345	101000
29	02/28/17	TELEPHONE/INTERNET/CABLE/md204	50.82			2510 107 430220	345	101000
30	02/28/17	TELEPHONE/INTERNET/CABLE/md205	16.14			2520 108 430220	345	101000
31	02/28/17	TELEPHONE/INTERNET/CABLE/wplnt	59.59			5210 22 430530	345	101000
32	02/28/17	TELEPHONE/INTERNET/CABLE/wplnt	80.25			5210 22 430530	347	101000
33	02/28/17	TELEPHONE/INTERNET/CABLE/wtlns	20.30			5210 23 430550	345	101000
34	02/28/17	TELEPHONE/INTERNET/CABLE/wtlns	11.40			5210 23 430550	347	101000
35	02/28/17	TELEPHONE/INTERNET/CABLE/wtadm	30.48			5210 25 430510	345	101000
36	02/28/17	TELEPHONE/INTERNET/CABLE/wtadm	-3.51			5210 25 430510	347	101000
37	02/28/17	TELEPHONE/INTERNET/CABLE/wwadm	30.46			5310 29 430610	345	101000
38	02/28/17	TELEPHONE/INTERNET/CABLE/wwadm	19.51			5310 29 430610	347	101000
39	02/28/17	TELEPHONE/INTERNET/CABLE/swlns	20.29			5310 31 430630	345	101000
40	02/28/17	TELEPHONE/INTERNET/CABLE/swlns	11.40			5310 31 430630	347	101000
41	02/28/17	TELEPHONE/INTERNET/CABLE/wwpln	18.33			5310 33 430640	345	101000
42	02/28/17	TELEPHONE/INTERNET/CABLE/wwpln	45.60			5310 33 430640	347	101000
43	02/28/17	TELEPHONE/INTERNET/CABLE/amb	92.77			5510 10 420730	345	101000
44	02/28/17	TELEPHONE/INTERNET/CABLE/amb	28.24			5510 10 420730	347	101000
45	02/28/17	TELEPHONE/INTERNET/CABLE/shop	21.40			6040 910 430220	345	101000
46	02/28/17	TELEPHONE/INTERNET/CABLE/shop	39.29			6040 910 430220	347	101000
128384	78510S	1970 MONTANA DAKOTA UTILITIES	27,988.22					
3	02/26/17		486.72			1000 8 411230	344	101000
4	02/26/17	GAS/ELECTRIC	293.10			1000 8 411230	341	101000
6	02/26/17	GAS/ELECTRIC	374.36			1000 13 460433	341	101000
7	02/26/17	GAS/ELECTRIC	410.95			1000 13 460433	344	101000
8	02/26/17	GAS/ELECTRIC	72.27			1000 14 460445	341	101000
11	02/26/17	GAS/ELECTRIC	366.95		22138	2220 16 460100	341	101000
12	02/26/17	GAS/ELECTRIC	359.61		22138	2220 16 460100	344	101000
13	02/26/17	GAS/ELECTRIC	7,216.70			2400 46 430263	341	101000
14	02/26/17	GAS/ELECTRIC	7,150.25			2400 46 430263	533	101000
15	02/26/17	GAS/ELECTRIC	1,681.79			2420 48 430263	341	101000
16	02/26/17	GAS/ELECTRIC	728.60*			2420 48 430263	533	101000
17	02/26/17	GAS/ELECTRIC	120.17			2430 49 430263	341	101000
18	02/26/17	GAS/ELECTRIC	1,111.91			2440 50 430263	341	101000
19	02/26/17	GAS/ELECTRIC	258.04			2470 72 430263	341	101000
20	02/26/17	GAS/ELECTRIC	304.12			2470 72 430263	533	101000
21	02/26/17	GAS/ELECTRIC	99.49			2480 47 430263	341	101000
22	02/26/17	GAS/ELECTRIC	169.21			2510 107 430220	341	101000
23	02/26/17	GAS/ELECTRIC	196.97			2510 107 430220	344	101000
24	02/26/17	GAS/ELECTRIC	23.43			2520 108 430220	341	101000
25	02/26/17	GAS/ELECTRIC	49.24			2520 108 430220	344	101000
26	02/26/17	GAS/ELECTRIC	3,107.76			5210 22 430530	341	101000
27	02/26/17	GAS/ELECTRIC	1,939.95			5210 22 430530	344	101000

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32	02/26/17	GAS/ELECTRIC	413.30			5310 32 430690	341	101000
33	02/26/17	GAS/ELECTRIC	79.78			5310 32 430690	344	101000
39	02/26/17	GAS/ELECTRIC	406.36			6040 910 430220	341	101000
40	02/26/17	GAS/ELECTRIC	567.19			6040 910 430220	344	101000
128386	78527S	1120 GLADER ELECTRIC CO	7,918.52					
1	81099	01/19/17 Street Light Pole (Stockman)	2,120.00*		22852	2440 50 430263	230	101000
2	81149	01/20/17 Control Box by Church	397.37*		22852	2440 50 430263	230	101000
3	81149	01/20/17	553.00		22852	2440 50 430263	360	101000
4	81980	02/24/17 Light Pole (Underpass)	3,102.64*		22871	2440 50 430263	230	101000
5	81980	02/24/17	474.00		22871	2440 50 430263	360	101000
6	81975	02/24/17 Hook Up Motor	363.01		22441	5310 32 430690	230	101000
7	81973	02/23/17	908.50		22441	5310 32 430690	360	101000
128387	78528S	925 FARMERS ELEVATOR	75.30					
1	I06056	01/31/17 Oil	75.30		22853	1000 13 460433	231	101000
128388	78529S	660 CUSTER COUNTY CLERK & RECORDER	5,853.89					
1	C&R 11-16	01/30/17 Study Commission Election	2,603.00		21489	2350 302 410130	350	101000
2	0003	02/21/17 Reimbursement for KLJ	3,250.89		22953	1000 201 431200	350	101000
128389	78530S	4021 LUCI'S OFFICE	962.99					
1	LH012017	01/31/17 Website Renewal	962.99		21255	2985 15 450330	220	101004
128390	78496S	4112 FARMERS BROTHERS COFFEE	124.44					
1	64632410	01/27/17 2 Cases of Coffee	124.44		604	5610 87 430300	220	101000
128391	78531S	1780 MILES CITY MOTOR SUPPLY	431.97					
1	606514	01/06/17 Auto Supplies and bed liner	391.98*		605	5610 87 430300	363	101000
2	611921	02/09/17 Diagnostic Scanner	39.99		22831	1000 7 420460	230	101000
128392	78497S	373 MASTERCARD	29,470.44					
2		SUPPLIES	18.70			1000 3 410500	210	101000
5			665.96			1000 5 420140	210	101000
6			10.29			1000 5 420140	214	101000
7			464.78*			1000 5 420140	220	101000
8			363.74*			1000 5 420140	226	101000
9			1,927.96			1000 5 420140	230	101000
10			39.89			1000 5 420140	311	101000
11			331.00			1000 5 420140	334	101000
12			360.00			1000 5 420140	210	101000
13			197.75			1000 5 420160	210	101000
14			32.01			1000 7 420460	210	101000
15			83.12			1000 7 420460	220	101000
16			194.97			1000 7 420460	230	101000
17			115.93			1000 7 420460	345	101000
18			139.00			1000 7 420460	380	101000

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19			57.45			1000 7 420460	382	101000
20			280.46			1000 7 420460	400	101000
27			390.14			1000 13 460433	230	101000
28			92.17			1000 13 460433	363	101000
29			30.00			1000 21 440600	210	101000
30			19.14			1000 21 440600	220	101000
31			26.74			1000 36 411020	220	101000
32			35.00			1000 36 411020	334	101000
33			6.47			1000 201 431200	311	101000
34			139.89			1000 201 431200	350	101000
35			254.00			2220 16 460100	214	101000
36			115.10			2220 16 460100	311	101000
37			20.85			2220 16 460100	311	101000
39			26.74			2394 18 420531	220	101000
40			47.00			2394 18 420531	311	101000
42			15.10			2510 107 430220	210	101000
44			12.12			2510 107 430220	220	101000
45			21.39			2510 107 430220	226	101000
46			140.77			2510 107 430220	230	101000
47			8.17			2510 107 430220	231	101000
50			21.08			2510 107 430220	311	101000
51			2,625.00			2510 107 430220	363	101000
52			111.91			2510 107 430220	382	101000
53			3.78			2520 108 430220	210	101000
54			8.38*			2520 108 430220	220	101000
55			42.35			2520 108 430220	230	101000
56			2.04			2520 108 430220	231	101000
57			5.27			2520 108 430220	311	101000
58			27.98			2520 108 430220	350	101000
59			656.24			2520 108 430220	363	101000
60			0.00			2850 105 420140	210	101000
61			0.00			2850 105 420140	220	101000
62			282.00			2985 15 450330	311	101004
63			0.00			2985 15 450330	220	101004
64			188.65*			5210 22 430530	210	101000
65			31.87			5210 22 430530	230	101000
66			77.73			5210 22 430530	241	101000
67			75.00			5210 22 430530	334	101000
68			12.50			5210 22 430530	360	101000
69			44.80			5210 22 430530	363	101000
70			55.00			5210 22 430530	380	101000
71			4.99			5210 23 430550	210	101000
72			2,102.27			5210 23 430550	220	101000
73			15.99			5210 23 430550	226	102270
74			564.13			5210 23 430550	230	101000
75			2,290.00			5210 23 430550	234	101000
76			1,871.48			5210 23 430550	235	102270

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77			187.00			5210 23 430550	334	101000
78			69.94			5210 23 430550	350	101000
79			1,509.18			5210 23 430550	363	101000
80			18.70			5210 25 430510	210	101000
83			173.67			5210 80 430540	220	101000
84			2.49			5210 80 430540	222	101000
85			277.65			5210 80 430540	230	101000
86			77.72			5210 80 430540	241	101000
87			2.19			5210 80 430540	311	101000
88			12.49			5210 80 430540	360	101000
89			55.00			5210 80 430540	380	101000
90			18.69			5310 29 430610	210	101000
92			14.99			5310 31 430630	220	101000
93			16.00			5310 31 430630	226	101000
94			1,609.02			5310 31 430630	230	101000
95			69.94			5310 31 430630	350	101000
96			1,509.18			5310 31 430630	363	101000
101			25.87			5310 32 430690	220	101000
102			130.62			5310 32 430690	230	101000
103			55.00			5310 32 430690	380	101000
104			25.86			5310 33 430640	220	101000
105			242.95			5310 33 430640	222	101000
106			175.49			5310 33 430640	230	101000
107			29.89			5310 33 430640	311	101000
108			63.00			5310 33 430640	346	101000
109			90.00			5310 33 430640	360	101000
110			55.00			5310 33 430640	380	101000
111	FRAUD		721.76			5510 10 420730	210	101000
112			154.59			5510 10 420730	214	101000
113			14.27			5510 10 420730	220	101000
114			2,311.00*			5510 10 420730	222	101000
115			61.09			5510 10 420730	230	101000
116			45.09			5510 10 420730	345	101000
117			136.61			5510 10 420730	400	101000
118			30.44			5610 87 430300	210	101000
119			643.25			5610 87 430300	230	101000
120			220.14			5610 87 430300	345	101000
121			239.60			6040 910 430220	210	101000
123			250.80			6040 910 430220	214	101000
124			320.03			6040 910 430220	230	101000
128393	78532S	869 EAST MONT COMMUNICATIONS	9,542.24					
1	150638	01/20/17 Fan Blade/ Heater repair	118.29		609	5610 87 430300	230	101000
2	27766	01/31/17 Equip for Station #3 Dispatch	7,935.00		21376	2850 105 420140	350	101000
3	27771	02/02/17 MPH Ind. Cable (radar)	59.95*		22790	1000 5 420140	220	101000
4	27771	02/02/17	20.00		22790	1000 5 420140	350	101000
5	27754	01/10/17 Installation for computer	90.00		22790	1000 5 420140	350	101000

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6	27754	01/10/17		9.00*		22790	1000 5 420140	220	101000
7	27776	02/14/17	Portable Radios, speakers	1,310.00*		22823	1000 7 420460	214	101000
128394	78498S	523	CITY SERVICE, INC.	24,684.34					
1	W0052992	02/03/17	Truck Purchase Principle	1,751.71		607	5610 87 490500	650	101000
2	W0052992	02/03/17	Truck Purchase Interest	98.29		607	5610 87 490500	651	101000
4	0176776	02/03/17	700.2 Gallons AvJet - A	15,775.77		613	5610 87 430300	237	101000
5	Pending	02/07/17	2003 Gallons AV Gas 100LL	7,058.57		613	5610 87 430300	237	101000
128395	78533S	1896	HAWKINS, INC	615.00					
1	4016633	01/26/17	Fluoride	615.00		22435	5210 80 430540	222	101000
128396	78534S	4062	SCL HEALTH ~ Supplies	369.94					
1	IN 2405	01/31/17	Medical Supplies	369.94*		22821	5510 10 420730	222	101000
128397	78535S	3292	MONTANA AIR CARTAGE	37.12					
1	600536	01/24/17	Mailed out Sample	37.12		22437	5210 80 430540	311	101000
128398	78501S	999999	PHIPPS CONSTRUCTION & REMODELING	12,500.00					
1	PC020617	02/01/17	Final Payment Hanger Roof #7	10,500.00		610	4056 87 430300	360	101000
2	PC020617	02/01/17	Repair Ceiling in #7	2,000.00		610	4056 87 430300	360	101000
128399	78536S	1321	HOLMLUND MOBILE LOCK & KEY	133.00					
1	31397	02/16/17	Keys & Lock for Evidence Room	133.00		11784	1000 5 420140	350	101000
128400	78537S	999999	PINNACLE PEAK HOLDING CORP	1,138.72					
1	28842	01/04/17	Headsets for E-8	1,138.72*		22812	1000 7 420460	214	101000
128401	78538S	870	EAST MAIN ANIMAL CLINIC	71.60					
1	EMAC013117	01/31/17	Vet Service for Shelter Pe	71.60		22779	1000 21 440600	350	101000
3									
128402	78539S	2814	SOUTHEAST CONSULTING SERVICES	150.00					
1	SECS012517	01/25/17	Child Advocacy K.H.	150.00		22782	1000 5 420140	350	101000
128403	78540S	999999	ORR STREET ELECTRIC, LLC	74.10					
1	1175	01/29/17	Light Fixture in AC BATHROOM	74.10		22781	1000 21 440600	350	101000
128404	78541S	4046	BILL RONNING	60.50					
1	1564829696	01/21/17	Jan. Cell Reimb.	48.40		22855	2510 107 430220	345	101000
2	154849696	01/21/17		12.10		22855	2520 108 430220	345	101000

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128405	78502S	2537 RDO EQUIPMENT CO		14,524.50					
1	W16526	01/30/17 Unit #45 Repair Pivot		4,944.20		21659	2510 107 430220	363	101000
2	W16526	01/30/17		1,236.04		21659	2520 108 430220	363	101000
3	W16526	01/30/17		3,090.13		21659	5210 23 430550	363	101000
4	W16526	01/30/17		3,090.13		21659	5310 31 430630	363	101000
5	P16573	01/26/17 Unit #37 Cutting Edges		865.60		21658	2510 107 430220	363	101000
6	P16573	01/26/17		216.40		21658	2520 108 430220	363	101000
7	P16573	01/26/17		541.00		21658	5210 23 430550	363	101000
8	P16573	01/26/17		541.00		21658	5310 31 430630	363	101000
128406	78503S	999999 BRANDEN STEVENS		92.00					
1	ATRF22816	02/03/17 Bozeman for ACLS Class		92.00		22816	5510 10 420730	370	101000
128407	78542S	4053 ESRI, INC.		800.00					
1	93244122	01/30/17 ESRI Conract Renewal ~Planni		400.00		22267	1000 36 411020	360	101000
2	93244122	01/30/17 ESRI Maint Contract ~ PW		400.00		22267	1000 201 431200	350	101000
128408	78543S	2856 DXP ENTERPRISES INC.		219.67					
1	48534923	01/31/17 Calibration Gasfor Air Meter		158.16		22815	1000 7 420460	241	101000
2	48534923	01/31/17		61.51		22815	5510 10 420730	241	101000
128409	78544S	4036 BOUND TREE MEDICAL LLC		22.47					
1	82372890	02/01/17 Medical Supplies		22.47*		22814	5510 10 420730	222	101000
128411	78545S	268 MILES CITY SANITATION INC.		60.00					
1	72100073	02/01/17 Trash Bins ~ Airport		60.00		611	5610 87 430300	220	101000
128412	78546S	4169 EMERGENCY APPARATUS MAINT., INC.		34,552.67					
1	89562	12/29/16 Repairs and Inspections		33,236.16		22826	1000 7 420460	364	101000
2	91092	12/28/16 Foam System Repair		1,316.51		22813	1000 7 420460	364	101000
128413	78547S	4056 MOVIE LICENSING USA		1,654.00					
1	2294130	02/01/17 Copyright Compliance Site Lic		1,654.00		22136	2880 41 460100	350	101030
128414	78548S	872 EASTERN MONTANA IND		325.00					
1	006532	01/30/17 Cleaning Contract ~ January		325.00		22135S	2220 16 460100	360	101000
128415	78549S	4001 CRITELLI COURIERS, INC.		310.00					
1	9217B	01/22/17 Book Crate Delivery		310.00		22132	2880 39 460100	311	101020
128416	78550S	2510 QUAD K SUPPLY		61.00					
1	46750	02/15/17 Cleaning Supplies		43.92		22822	1000 7 420460	220	101000
2	46750	02/15/17		17.08		22822	5510 10 420730	220	101000

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128417	78504S	999999	COMFORT INN	365.00								
1	TBID17	02/08/17	Overpayment to TBID by C. Inn	365.00		128417	7370		212500			101000
128418	78505S	4163	MONTANA PUBLIC EMPLOYEE	7,128.54								
1	16116	12/15/16	Contribution to Purchase USERR	7,128.54		128418	1000	5	420140	146		101000
128419	78551S	4013	SOLESTONE REIMB SERVICES	2,919.49								
1	8489	02/09/17	Ambulance Billing	2,919.49		22819	5510	10	420730	350		101000
128420	78552S	2560	REGAN PLUMBING & HEATING	145.80								
1	217-51488	02/13/17	Fix Leaking Toilet	145.80		22137	2220	16	460100	360		101000
128421	78553S	4080	INGRAHAM ENVIRONMENTAL INC.	2,915.00								
1	12355	02/06/17	Asbestos Removal	1,166.00		22859	2510	107	430220	360		101000
2	12355	02/06/17		291.50		22859	2520	108	430220	360		101000
3	12355	02/06/17		728.75		22859	5210	23	430550	360		101000
4	12355	02/06/17		728.75		22859	5310	31	430630	360		101000
128422	78554S	4135	Donnelly Overhead Doors &	200.00								
1	1489	02/08/17	C Hall Doors	200.00		22858	1000	8	411230	220		101000
128423	78555S	1407	KADRMAS LEE & JACKSON INC	40,607.99								
1	10080825	02/08/17	Southgate Storm Water	410.75		22857	2510	107	430235	350		101000
2	10081028	02/14/17	Pit 57 Permitting	2,506.11		21491	1000	3	410500	350		101000
3	10081084	02/16/17	Program Management	3,951.47		22951	1000	201	431200	350		101000
4	10080772	02/06/17	Government Reclaims	1,634.21		22951	1000	201	431200	350		101000
5	10074608	09/19/17	Built AGIS Survey	10,029.35*		618	5610	87	430300	939		101000
6	10074607	09/19/16	Closeout for AIP 016	1,800.00*		618	5610	87	430300	939		101000
7	10081011	02/14/17	Closeout for AIP 016	2,600.00*		618	5610	87	430300	939		101000
8	10081012	02/14/17	Construction Observation	7,892.93*		618	5610	87	430300	939		101000
9	10081013	02/14/07	Built AGIS Survey	9,783.17*		618	5610	87	430300	393		101000
128424	78556S	1637	RONNING ENTERPRISES dba MARTIN	3,233.15								
1	421	02/08/17	Pipe for Signs	2,586.52		22856	2510	107	430220	242		101000
2	421	02/08/17		646.63		22856	2520	108	430220	242		101000
128425	78557S	999999	OPI ~ MONTANA DRIVE	1,280.00								
1	201729	02/15/17	Traffic Education Program	1,280.00		22820	1000	7	420460	380		101000
128426	78558S	790	DPC INDUSTRIES	1,533.80								
1	72000011-1	01/31/17	Chlorine 150#	50.00		22428	5210	80	430540	222		101000
2	72000011-1	01/31/17		30.00		22428	5310	33	430640	222		101000
3	727000039-	02/15/17	Chlorine 2000LB	1,453.80		22445	5210	80	430540	222		101000

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CITY OF MILES CITY
Claim Details
For the Accounting Period: 2/17

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Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128427	78559S	396 MT DEPT OF LABOR & INDUSTRY		290.00					
1	3510620	02/09/17 Elevator Inspection		145.00		22438	5210 22 430530	360	101000
2	3510620	02/09/17		145.00		22438	5210 80 430540	360	101000
128428	78560S	1527 LN CURTIS & SONS		12,911.12					
1	IN-80816	02/08/17 Thermal Camera w/ Receiver		12,911.12*		22686	1000 7 420460	214	101000
128429	78561S	999999 BILLINGS POLICE DEPARTMENT		550.00					
1	BPD13117	01/31/17 Field Officer Training		550.00		22786	1000 5 420140	380	101000
128430	78506S	999999 CHRIS FETTY		627.10					
2	TEV22787	01/30/17 Basic Interrigation Class		627.10		22787	1000 5 420140	370	101000
128431	78507S	4073 JOHN DEERE FINANCIAL		476.23					
1	1806050	02/17/17 Sweeper Lease (Principle)		422.14		614	5610 87 490500	645	101000
2	1806050	02/17/17 Sweeper Lease (Interest)		54.09*		614	5610 87 490500	646	101000
128432	78508S	523 CITY SERVICE, INC.		222.25					
1	W053247	02/10/17 Terminal Maint Fee		192.00		615	5610 87 430300	220	101000
2	W053247	02/10/17 Nozzle Screen Repair		30.25		615	5610 87 430300	230	101000
128433	78509S	1941 LOCAL GOVERNMENT CENTER		830.00					
1	MMCT2017	02/16/17 Munciple Institute 2017		830.00		21490	1000 3 410500	380	101000
128435	78562S	4112 FARMERS BROTHERS COFFEE		124.44					
1	65148618	01/27/17 2 Cases of Coffee		124.44		616	5610 87 430300	220	101000
128436	78563S	1535 LUCAS & TONN PC		100.00					
1	LTPC022017	02/23/17 Westlaw ~ Professional Ser		100.00		022017	1000 4 411100	350	101000
128437	78514S	999999 DENISE BONTRAGER		69.00					
1	ATR22551	02/21/17 Training in Bozeman ~ Meals		69.00		22551	1000 5 420140	370	101000
128438	78564S	999999 ELITE IRON		630.00					
1	7543	12/17/16 Suppressor Barrels 6"		630.00		22789	1000 5 420140	214	101000
128439	78565S	2151 System Technology Consultants		970.00					
1	26223	02/07/17 Custer /Garfield 911 Service		865.00		21378	2850 105 420140	350	101000
2	26405	02/21/17 New Phone System		105.00		21379	2850 105 420140	350	101000
128440	78512S	572 VERIZON WIRELESS		263.48					
1	9779913139	02/07/17 ICAC Fees for cell phone		263.48*		22791	1000 5 420140	220	101000

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CITY OF MILES CITY
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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128441	78566S	999999 CLIA LABORATORY PROGRAM	150.00					
1	27D2125772	02/13/17 Certificate Fee	150.00		22825	5510 10 420730	300	101000
128442	78511S	2450 POSTMASTER (UTILITIES)	1,014.63					
1	USPS022017	02/27/17 Water/ Sewer Postage	507.32		022017	5210 25 430510	311	101000
2	USPS022017	02/27/17	507.31		022017	5310 29 430610	311	101000
128444	78567S	4022 MARILYNN FORMAN	600.00					
1	MF22870	02/28/17 Feb Cleaning ~ City Shop	250.00		22870	6040 910 430220	350	101000
2	MFPD0217	02/28/17 Feb Cleaning ~ PD	350.00		22793	1000 5 420140	350	101000
128446	78568S	286 STANLEY CHIROPRACTIC OFFICE	80.00					
1	SC22869	12/31/16 CDL Physical (S. Lockie)	80.00		22869	1000 13 460433	350	101000
128447	78569S	4142 HD Supply Waterworks, LTD	380.06					
1	G816814	02/22/17 Couplings	380.06		22638	5210 23 430550	230	101000
128449	78570S	999999 BUCKY JOHNSON	314.22					
1	1568220010	02/04/17 Cell Phone Reimbursement	9.56		22639	5210 23 430550	370	101000
2	1568220010	02/04/17	9.55		22639	5310 31 430630	345	101000
3	41818	02/21/17 Hotel Reimbursement Rural Wate	147.56		22639	5210 23 430550	370	101000
4	41818	02/21/17	147.55		22639	5310 31 430630	370	101000
128450	78571S	999999 PLATINUM SEWER INSPECTION	220.00					
1	645918	01/26/17 Sewer Camera	220.00		22640	5310 31 430630	350	101000
128451	78572S	278 TITAN MACHINERY	1,063.26					
1	724611	CL 01/17/17 Replace Sewer Camera Lens	1,063.26		22630	5310 31 430630	360	101000
128452	78573S	2579 ROBERT PECCIA & ASSO	47,313.55					
1	00007	01/18/17 Phase II Project 14804.003	47,313.55		22637	5310 33 430640	940	102279
128454	78574S	1286 DENNIS HIRSCH	4,728.60					
1	DHC22866	02/28/17 Feb Bldg Permits	4,728.60		22866	2394 18 420531	350	101000
128455	78513S	999999 SAMATHA MALENOVSKY	506.60					
1	ATR22952	02/27/17 AMFM Conference Missoula	506.60		22952	1000 201 431200	370	101000
128456	78575S	721 DALES CLEANING SERVICE	600.00					
1	DCS22864	02/27/17 Feb ~ City Hall Cleaning	600.00		22864	1000 8 411230	360	101000

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CITY OF MILES CITY
Claim Details
For the Accounting Period: 2/17

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* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128457	78576S	4045 LAND SOLUTIONS, INC.	3,374.05					
1	FEB 25-17	02/07/17 Consulting Service	3,374.05		22268	1000 36 411020	350	101000
128458	78577S	288 MILES CITY AREA CHAMBER OF	70.00					
1	ABCClinic	02/28/17 Registration Fee	70.00		128458	1000 3 410500	380	101000
128459	78578S	700 CUSTER COUNTY WATER & SEWER	13,251.11					
1	CCWSD217	02/28/17 Water & Sewer Collections	13,251.11			7980 211020		101000
128460	78515S	1921 Montana Municipal Interlocal	2,718.50					
1	8001043	02/28/17 Retiree Health Insurance	2,718.50			1000 362022		101000
128461	78516S	671 CUSTER COUNTY TREASURER	45.00					
1	New Plate	02/27/17 Lic Plate UNIT #14	16.00		22863	2510 107 430220	220	101000
2	New Plate	02/27/17	4.00*		22863	2520 108 430220	220	101000
3	New Plate	02/27/47 AP Title	25.00		617	5610 87 430300	220	101000
128463	78579S	999999 KYLE NELSON	5.46					
1	66176	02/27/17 Water / Sewer Refund	5.46			5210 214010		101000
128464	78580S	999999 ALYSSA MANN	30.08					
1	66177	02/27/17 Water / Sewer Refund	30.08		66177	5210 214010		101000
128465	78581S	999999 BUDDY AMES	55.28					
1	66178	02/27/17 Water / Sewer Refund	55.28		66178	5210 214010		101000
128466	78582S	999999 RANDY ARMSTRONG	51.64					
1	66179	02/27/17 Water / Sewer Refund	51.64		66179	5210 214010		101000
128467	78583S	999999 JENIFER MAHAN	30.08					
1	66180	02/27/17 Water / Sewer Refund	30.08		66180	5210 214010		101000
128468	78584S	999999 H & J RENTAL	150.00					
2	66181	02/27/17 Water / Sewer Refund	150.00		66181	5210 214010		101000
128469	78585S	999999 CARRIE PEDERSON	150.00					
1	66182	02/27/17 Water Sewer Refund	150.00		66182	5210 214010		101000
128470	78586S	2903 TIRE-RAMA	824.00					
1	106018574	02/27/17 New Tires UNIT # 38	329.60		21660	2510 107 430220	363	101000
2	1060185074	02/27/17	82.40		21660	2520 108 430220	363	101000
3	1060185074	02/27/17	206.00*		21660	2510 23 430550	363	101000
4	1060185074	02/27/17	206.00		21660	5310 31 430630	363	101000

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CITY OF MILES CITY
Claim Details
For the Accounting Period: 2/17

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* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128472		78517S 999999 DALE GIBSON	69.00					
1	ATR22442	03/06/17 Spring Water Conference	17.15		22442	5210 22 430530	370	101000
2	ATR22442	03/06/17	25.70		22442	5210 80 430540	370	101000
3	ATR22442	03/06/17	15.45		22442	5310 33 430640	370	101000
4	ATR22442	03/06/17	10.70		22442	5310 32 430690	370	101000
128473		78518S 999999 ERIC HOFF	69.00					
1	ATR22443	03/06/17 Spring Water Conference	17.15		22443	5210 22 430530	370	101000
2	ATR22443	03/06/17	25.70		22443	5210 80 430540	370	101000
3	ATR22443	03/06/17	15.45		22443	5310 33 430640	370	101000
4	ATR22443	03/06/17	10.70		22443	5310 32 430690	370	101000
128474		78587S 999999 EVOQUA WATER TECH., LLC	750.00					
1	902999037	02/28/17 Ring Sealing	750.00		22444	5310 33 430640	230	101000
128475		78588S 1379 JP COOKE CO	58.23					
1	431639	03/01/17 Dog Tags	19.41			1000 3 410500	220	101000
2	431639	03/01/17	19.41			5210 25 430510	220	101000
3	431639	03/01/17	19.41			5310 29 430610	220	101000
128477		78589S 999999 SYN-TECH SYSTEMS	601.00					
1	140508	02/27/17 System Upgrade	601.00		623	5610 87 430300	220	101000
128478		78590S 4128 Helena Regional Airport	149.00					
1	29965	02/28/17 Class Registration	1,349.00		22830	1000 7 420460	380	101000
2	28934	06/13/16 Credit from 2016	-1,200.00		21586	1000 7 420460	380	101000
128479		78591S 2847 STEADMANS ACE HARDWARE	276.54					
1	251775	02/02/17 Hardware	0.99		627	5610 87 430300	230	101000
2	251776	02/02/17 Rewards Card	-5.00		627	5610 87 430300	230	101000
3	252379	02/08/17 Electrical	158.46*		627	5610 87 430300	363	101000
4	252518	02/09/17 Hardware	12.10*		627	5610 87 430300	363	101000
5	251634	02/28/17 Shelf Unit 72x48x24	109.99*		22798	1000 5 420140	220	101000
128484		78592S 4105 THE JORDAN TRIBUNE	40.00					
1	JT022017	02/28/17 Yearly Subscription	40.00		22140	2220 16 460100	382	101000
128488		78593S 4109 CHS FARMERS ELEVATOR	192.00					
1	I06116	02/28/17 Aviation Oil	192.00		622	5610 87 430300	250	101000
128489		78594S 2910 TONGUE RIVER ELECTRIC	448.41					
1	TRECO217	02/24/17 Southgate Lighting	401.84			2450 51 430263	341	101000
2	PDTRECO217	02/24/17 Microwave Light Tower	46.57		21380	2850 105 420140	341	101000

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CITY OF REESE CITY
Claim Details
For the Accounting Period: 2/17

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* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	FO #	Fund Org Acct	Object Proj	Cash Account
128491		78595S 999999 ALERT MAGAZINE, LLC	145.00					
1	6295	02/22/17 Drug Free AD	145.00*		22795	1000 5 420140	330	101000
128492		78596S 999999 CINTAS	184.92					
1	5007399929	03/08/17 Office Medical Supplies	184.92		22799	1000 5 420140	210	101000
# of Claims			105	Total:	380,439.35			

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4/11/17

OFFICE OF THE CITY CLERK
Payroll Register
No. Payrolls from 05/01/17 to 05/15/17

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Total for Payroll Checks

	Employee	Employer	Amount
ADD1 HOURS (Additional Compensation)	0.00		211.94
ADDB HOURS (BACHELORS DEGREE - 283B)	0.00		400.00
ADDE HOURS (EMT - 283B)	0.00		50.00
ADDI HOURS (POST INTERMEDIATE - 283B)	0.00		100.00
ADDL HOURS (Additional)	0.00		129.69
ADDF HOURS (POST ADVANCED - 283B)	0.00		200.00
COMA HOURS (Comp Time Accumulated)	287.75		0.00
COMP HOURS (Comp Time Used)	40.75		680.52
COMX HOURS (Termination Comp Time Pay)	101.00		2,164.43
J021 HOURS (WW S/S ST)	232.00		58.00
J022 HOURS (WW S/S 1.5)	4.20		1.58
J024 HOURS (WW S/S 2.5)	2.50		1.56
LV1 HOURS (MILITARY LEAVE)	168.00		4,179.55
OVER HOURS (Overtime)	217.50		6,614.23
OVT1 HOURS (OVT1 FIRE ST -121)	4.00		87.01
OVT2 HOURS (OVT2 FIRE OT 1-1/2 -121)	10.00		304.58
OVT3 HOURS (283A 2x's & Hol)	25.50		1,028.20
OVT4 HOURS (W/WW: 7th day-2.5)	2.50		130.50
OVT5 HOURS (OVT5 AMB ST -121)	150.00		2,952.47
OVT7 HOURS (OVT7 SICK SFT COV -132)	5.00		140.35
OVT8 HOURS (OVT8 AMB OT 1-1/2 -121)	77.00		2,317.94
OVT9 HOURS (DOUBLE TIME - 283B)	78.00		3,323.64
OVTG HOURS (OVTG- 111)	166.00		3,507.52
OVT0 HOURS (2-1/2x HOLIDAY - 283B)	100.00		5,188.05
REG HOURS (Regular Time)	13,993.70		300,399.18
SFT3 HOURS (SFT3-134: HOLIDAY ST)	72.00		1,498.16
SHF1 HOURS (SHFT1 AFT .50 - 283B)	656.00		328.00
SHF2 HOURS (SHFT2 NIGHT .75 - 283B)	858.00		643.50
SHF3 HOURS (SHFT3 OT AFT .625 - 283B)	13.00		8.13
SHF4 HOURS (SHFT4 OT NIGHT 1.00 - 283B)	56.00		56.00
SHF5 HOURS (SHFT5 DBL .75 - 283B)	14.50		10.88
SHF9 HOURS (SHF9 HOL .5 AFT)	28.00		14.00
SHFA HOURS (SHFA HOL .75 NIGHT)	28.00		21.00
SHFC HOURS (SHIFT COMMANDER PAY)	237.50		471.86
SICK HOURS (Sick Time Used)	434.60		9,005.01
TRMS HOURS (Termination Sick Pay)	14.50		310.74
TRMV HOURS (Termination Vacation Pay)	65.00		1,821.55
VACA HOURS (Vacation Time Used)	651.45		14,076.78
XLV1 HOURS (MILITARY LEAVE)	600.00		0.00
GROSS PAY	362,436.55	0.00	
NET PAY	251,092.27	0.00	
AFLAC	237.38	0.00	
AFLAC PRE TAX	219.42	0.00	
AFSCME 283A	1,426.10	0.00	
AFSCME 283B	788.50	0.00	
AMERIPRISE FINA	300.00	0.00	
COLONIAL PRE TX	69.60	0.00	

STATE OF MICHIGAN
 EMPLOYER REGISTRY
 Pay Register from 02/01/17 to 02/28/17

11/14/17
 Report 01/11/2018

PLAN	CHARGE	AMOUNT
AD OR FEES	-0.00	0,191.86
1/27 PPEM	1,554.45	1,264.48
FIREMAN'S ASSOC	534.08	0.00
FIREMAN'S FUND	350.00	0.00
FIT	34,320.66	0.00
FURS - GABA	9,718.10	7,674.04
HEALTH/NO PPEM	0.00	46,938.99
INS PTX CITY	1,286.00	1,286.00
INS PTX E/CH	3,410.00	3,215.00
LEGAL/SHIELD	78.95	0.00
LIFE IN. W/ DEF	-0.01	245.79
LIFE INSURANCE	32.00	117.60
LOCAL #600	734.04	0.00
MC FED CR UNION	796.00	0.00
MEDICARE	5,174.90	5,174.90
MPORS: GABA	5,852.19	9,370.02
MPORS:GABA BUY	0.01	0.00
MT PPA	551.70	0.00
NATIONWIDE - \$	2,410.00	0.00
NATIONWIDE - %	90.80	0.00
NECSED	314.00	0.00
P.E.R.S.	16,790.91	17,789.82
SIT	15,600.00	0.00
SOCIAL SECURITY	13,347.71	13,347.71
SOLE STONE REIM	10.00	0.00
UNEMPL. INSUR.	0.00	532.44
WILLIAM MATZEN	193.00	0.00
WORKERS' COMP	0.00	15,014.70
WORKING RETIREE	0.00	133.84
FIT/SIT BASE	326,055.07	0.00
MEDICARE BASE	356,897.08	0.00
PERS BASE	331,007.34	0.00
SOC SEC BASE	215,286.25	0.00
UN BASE	354,936.53	0.00
WC BASE	358,877.14	0.00
Total		124,297.04
Total Payroll Expense (Gross Pay + Employer Contributions):		486,733.59

of Employees 102

of Checks 209

Prepared by:

Approved by:

