



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*June 13, 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 | 5/23/2017 |
| B. Finance Committee Meeting | 5/23/2017 |
| C. Human Resource Meeting | 5/02/2017 |
| D. Flood Control Meeting | 5/31/2017 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

Lorrie Pearce- Invitation to the 2017 Regional Training/District Meeting August 3rd

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

- A. **RESOLUTION NO. 4054- A Resolution Pursuant to § 7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2016-2017 to Increase the Budgeted Amount in RSVP Fund No. 2985-015-450330-220 as the Result of Unanticipated Grant Revenue**

13. UNFINISHED BUSINESS

- A. **RESOLUTION NO. 4054- (Second Reading) A Resolution Pursuant to § 7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2016-2017 to Increase the Budgeted Amount in RSVP Fund No. 2985-015-450330-220 as the Result of Unanticipated Grant Revenue**

14. NEW BUSINESS

- A. **RESOLUTION NO. 4055- A Resolution to Withdraw the Application for Land & Water Conservation Fund Assistance for Connor Stadium and Cancel Resolution No. 3899**
- B. **RESOLUTION NO. 4056- A Resolution Authorizing the City of Miles City to Enter Into a Montana Department of Commerce Coal Board Contract to Assist in the Purchase of an Ambulance**
- C. **RESOLUTION NO. 4057- A Resolution Authorizing the City of Miles City to Amend MT-TSEP-CG-15-744A**
- D. **RESOLUTION NO. 4058- A Resolution Pursuant to §16-48 of the Miles City Code of Ordinances, Establishing Dates, Times and Locations for Discharge of Fireworks Within the City Limits for the Year 2017**
- E. **RESOLUTION NO. 4059- A Resolution Approving a Levee Emergency Action Plan for the City of Miles City**
- F. **RESOLUTION NO. 4061- A Resolution Authorizing the City of Miles City to Enter Into a Construction Contract with Century Companies, Inc., A Montana Corporation, for Paving in Maintenance Districts 204 and 205**
- G. **RESOLUTION NO. 4062- A Resolution Approving an Agreement Between the City of Miles City Airport and the City of Miles City as to Rent Payment for CORS Antenna System**
- H. **RESOLUTION NO. 4063- A Resolution Approving an Extension of Lease Agreement Between the City of Miles City and Linda Larsen for the Lease of Certain Industrial Site Property**
- I. **RESOLUTION NO. 4064- A Resolution Approving an Extension of Lease Agreement Between the City of Miles City and United Parts & Supply, L.L.C. For the Lease of Certain Industrial Site Property**
- J. **RESOLUTION NO. 4065- A Resolution Approving an Extension of Lease Agreement Between the City of Miles City and the Tire Guys DBS Tire Rama for the Lease of Certain Industrial Site Property**
- K. **RESOLUTION NO. 4066- A Resolution Correcting the Legal Description of Certain Industrial Site Properties Leased to Jerry Singleton, and Allowing for Installation of a Truck Scale**

- L. **RESOLUTION NO. 4067- A Resolution Granting a Revocable License to SH Properties LLC and Rolling Rubber LLC for a Sign Encroachment Upon City of Miles City Right of Way**
- M. **RESOLUTION NO. 4068- A Resolution Establishing a Procedure to Require 'As-Built' Plans Prior to the Issuance of a Permanent Occupancy Permit**
- N. **APPROVAL ON RECORD RETENTION FOR DISPOSAL**
- O. **DISCUSSION AND RECOMMENDATION ON WAGE INCREASE FOR CITY COUNCIL**
- P. **APPROVAL OF MAY 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 **May 23, 2017** 7:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, May 23, 2017, in the City Hall Conference Room at 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, Jeff Erlenbusch, and Susanne Galbraith. Council Member Kathy Wilcox was excused.

Also present were Public Works Director Scott Gray, Police Sergeant Kord Merical, Fire Chief Gary Warren, Public Utility Director Allen Kelm, Building Inspector Dennis Hirsch, Planner II Dawn Colton, and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 5/9/20157

** *Councilperson Uden moved to approve the minutes of the Regular Council Meeting of May 9, 2017, subject to any changes, and seconded by Councilperson Galbraith. The motion **passed** by unanimous consent, 7-0.*

Finance Committee Minutes: 5/4/2017

** *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of May 4, 2017, and seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 7-0.*

Flood Control Minutes: 5/4/2017

** *Councilperson Erlenbusch moved to approve the minutes of the Flood Control Meeting of May 4, 2017, and seconded by Councilperson Gardner. 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, June 8th @ 6:00 p.m.

- Flood Control: Wednesday, May 31st @ 5:15 p.m.
- Special Council: Thursday, May 25th @ 1:30 p.m.

Custer County Commissioners have invited the Mayor and Council to a meeting on May 30th @5:30 p.m. at the Courthouse.

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

Police Commissioner: Mark Hilderbrand

Mayor Hollowell appointed *Mark Hilderbrand* as a Police Commissioner

** *Councilperson Galbraith moved to approve Mark Hilderbrand as a Police Commissioner, seconded by Councilperson Uden and passed 7-0*

PROCLAMATIONS

None

STAFF REPORTS

Director Scott Gray: Frog pool will be opened this Friday and the Oasis will be open June 5, 2017. He also commended his crew for all their hard work getting the City to look nice for the Bucking Horse Sale.

Planner Dawn Colton: Inspected the area that Jim Dighans leased at the Industrial Park and all items on the list had been taken care of. Handed out a list of land patents and said if there were any questions to contact her. Mayor Hollowell said he did not see the Airport on the list. Planner Colton said the land was not patented to the City, which meant that the Federal Government did not give the City the land.

CITY COUNCIL COMMENTS

Dwayne Andrews: Asked why an ambulance was not available during the Bucking Horse Sale causing an event to be postponed. Chief Warren said there were two employees at National Guard, one was at training and just ran out of people. Mayor Hollowell thought it was the Mothers Day Horse races because they had two back to back injuries. He added that there is paperwork that needs completion at the emergency room which takes time. Council Member Andrews felt that the scheduling was not coordinated properly for the event. Mayor Hollowell was going to investigate the issue. Councilperson Andrews commended the City crew for beautifying the City of Miles City before the Bucking Horse Sale.

Ken Gardner: Commended the fire department for the handling of an issue at Walmart, thanked Director Gray for taking care of the grass issue, commended the City crew on the early morning cleanup on Main Street during the Bucking Horse Sale, and asked if anything could be done with the house on Orr and 11th street. Inspector Hirsch said the owner had started to clean up last week. Mayor Hollowell said the police will issue a public nuisance notice.

John Uden: For the preservation of history, he thought arrangement should be made to get pictures of the present Council and Mayor. Mayor Hollowell said he would look into arranging it.

MAYOR COMMENTS

None

STANDING COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

Paving Maintenance for District #204 and #205

One bid was received:

1.) Century Construction: \$220,000 (District #204 and #205 combined)

****** *Councilperson Galbraith moved to approve the bid from Century for an amount of \$220,000, seconded by Councilperson Uden and, on roll call vote, passed unanimously, 7-0.*

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

A. RESOLUTION NO. 4052- A Resolution Authorizing the City of Miles City to Contract with Dennis Hirsch for Building Inspection Services for Fiscal Year 2017-2018

****** *Councilperson Uden moved to approve the Resolution, by title only, seconded by Councilperson Andrews and, on roll call vote, passed unanimously, 7-0. Resolution No. 4052 passed*

B. RESOLUTION NO. 4053- A Resolution Providing for Procedures to

**Manage and Monitor Lease of Property Owned by the City of Miles
City**

** *Councilperson Gardner moved to approve the Resolution, by title only, and seconded by Councilperson Galbraith. On roll call vote, the motion passed 7-0. Resolution No. 4053 passed*

C. RESOLUTION NO. 4054- (First Reading) A Resolution Pursuant to § 7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2016-2017 to Increase the Budgeted Amount in RSVP Fund No. 2985-015-450330-220 as the Result of Unanticipated Grant Revenue

** *Councilperson Kassner moved to approve the Resolution, read by title only and seconded by Councilperson Andrews. On roll call vote, the motion passed by unanimous consent, 7-0. Resolution No. 4053 passed on first reading.*

D. Approval of local Record Disposal

** *Councilperson Andrews moved to approve the local record disposal as presented, seconded by Councilperson Uden and passed unanimously, 7-0.*

ADJOURNMENT

** *Councilperson Andrews moved to adjourn the meeting, seconded by Councilperson Erlenbusch and passed unanimously.*

The meeting was adjourned at 7:38 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

Finance Committee Meeting

May 23, 2017

The Finance Committee met Tuesday, May 23, 2017 at 6:00 p.m. in the City Hall Conference room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rick Huber, and Dwayne Andrews. Committee Member Kathy Wilcox was excused.

Also present were: Planner II Dawn Colton, Building Inspector Dennis Hirsch, Public Works Director Scott Gray and City Clerk/Recorder Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

1. Request of Citizens-

Planner Colton handed out a letter from GSA explaining the appraised value of Tract E-1 and Tract E-2. Tract E-1 was appraised at \$650,000. The improvements on Tract E-1 were appraised at \$590,000. Tract E-2 was appraised at \$590,000. The improvement on Tract E-2 were appraised at \$500,000. These are the Tracts for Tire Rama and United Parts. She said the next step is to decide to sell to Tire Rama and United Parts only or to all in the Industrial Park. Either way the City will need to install sewer at Tire Rama. This will be in Fiscal Year 2018, and the money would be recouped through the purchase of the Tract.

2. Discussion and Recommendation on Bids received for Paving Maintenance District #204 and #205

Director Gray explained that one bid was received from Century Construction for an amount of \$220,000. He compared the prices from last year and found no changes.

*** Committee Member Andrews moved to recommend to Council to accept the bid received from Century Construction, seconded by Committee Member Huber. On roll call vote, it passed 3-0*

3. Discussion and Recommendation on Resolution No 4052- A Resolution Authorizing the City of Miles City to Contract With Dennis Hirsch for Building Inspection Services For Fiscal Year 2017-2018

*** Committee Member Huber moved to recommend to Council to approve Resolution No. 4052, seconded by Committee Member Andrews.*

Inspector Hirsch explained that the contract has not changed in ten years.

*** On roll call, the motion passed 3-0*

4. Adjournment

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

The meeting was adjourned at 6:42 p.m.

Susanne Galbraith, Chairperson

Lorrie Pearce Recorder/City Clerk

Human Resources Committee
May 2, 2017

The **Human Resources Committee** met Tuesday, May 2, 2017, at 5:30 p.m. in the Conference Room at City Hall. Present were Committee Members Kathy Wilcox, Susanne Galbraith, John Uden and Jeff Erlenbusch. Also present were City Clerk Lorrie Pearce, Utility Billing Clerk Patti Bissell, Councilperson Rick Huber, Local 283A President Tom Speelmon, Public Works Director Scott Gray, Mayor John Hollowell, 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

None

4. New Business

A. Discussion: Processes for collecting license and permit fees (Mayor Hollowell)

Using a flow process chart Chairperson Wilcox and those present discussed the current process for citizens obtaining a park permit. Mayor Hollowell would like to see a written policy to address information required for reserving park shelters, the insurance requirements of the City and MMIA for special events held at public parks, and alcohol variance requirements. Currently, the Water Department has been scheduling small park gatherings with larger venues being scheduled with the Public Works Director. Utility Billing Clerk Bissell has expressed concern over these responsibilities being left with the Water Department as she believes the Water Department Staff is not adequately trained to perform this function. Public Works Director Gray expressed the Water Department has been doing the smaller venue scheduling for a number of years, and believed this was a convenience for citizens. There was discussion as to whether the water department should continue booking the reservations for small events or if this should be moved up to the Public Works department. There was discussion on having the function of reserving of park shelters moved up to the Public Works Department since this function is specific to that department. One of the major concerns was the insurance certificate requirements and how this would affect small groups. Director Gray said that the insurance certificate was primarily for large groups and or groups having something dangerous associated with their event. Clerk Bissell said that the smaller events do take a lot of time and that if she was going to continue with this duty she would like it added to her job description and receive additional compensation. Director Gray would consider moving this duty up to the Public Works department and the duty would be added to the Public Works Director job description and/or the Administrative Assistant. The Mayor is responsible for signing the alcohol variances. A new form was discussed for collection of the various information required to reserve park shelters at parks and City Clerk Pearce said she would work on the form to collect all the information that was necessary for reserving the park as she had previously developed a guide for reserving park shelters.

B. Review, revise: draft revisions to City position description template and p/p.

Chairperson Wilcox stated that the committee would be looking at what the position description policy changes against the position description template. HR Officer Wilkins had sent the position description policy to MMIA and they reviewed the policy, MMIA thought the policy was good and only needed to have physical limitations added. Chairperson Wilcox

reviewed the changes to the policy with a few changes made. The revised position description policy outlines what should be in a job description and HR will maintain them all. The committee is working on standardizing position descriptions to have wage scales that are consistent across the board and to clarify duties and support job grade assignment based on position description. The Mayor would review changes to the position description and HR would make a recommendation to Finance Committee for an increase in wage, if there is a change. Committee Member Uden stated that this was outstanding and long overdue and would recommend any changes happen prior to the next fiscal year budgeting process. Clerk Pearce stated performance evaluations were just done in April or possibly make it earlier. Chairperson Wilcox stated that it would be good. HR Officer Wilkins stated the Performance Evaluation Policy should be changed to a more specific date. Chairperson Wilcox stated that we would clean up the policy and bring it back for further review.

Moving to the template, a draft copy of the Position Description template was reviewed for conformance with the revised job description policy. Committee Member Uden, under working conditions, stated that the Fire and Police Department face exposure to hazardous material and life threatening situations and asked to be placed under Working Conditions. Director Gray stated his employees face issues such as confined space. Committee Member Uden also commented that some employees face bio hazards. HR Officer Wilkins will find the current language for bio hazards.

C. Review, revise: draft- new City Job Classification and Wage Scale p/p new FY 2018 Wage Scale table

Chairperson Wilcox began discussion on the Job Classification and Wage Scale Policy. HR Officer Wilkins thought the language of eastern Class 2 Municipalities be deleted, since there are only 6 Class 2 cities in the entire state of Montana. The committee agreed that the Grade Level Classifications would need to be changed in accordance with the current City Structure. Clerk Pearce commented that this was for non-union people. Chairperson Wilcox explained this would be a grade and step system, each position would be assigned a grade according to class. Job duties should describe why the position exists or if there was supervision. It was suggested to add expertise in number 4(b). Years of relevant experience will be considered when hiring and individual licenses or certifications that may be required. Steps would also apply to years of service. Clerk Pearce stated that longevity is in addition to base pay, based on MCA. Chairperson Wilcox stated that 6(c) should be taken out if it doesn't apply. Add certifications and or licenses relevant to the job. There was discussion on rewarding for performance. Committee Member Galbraith thought that this would cause a problem in the budgeting processing, she thought that money should not be attached to exceptional performance. Exceptional performance was removed from the policy. Further discussion will continue on this policy. Wage scale will be reviewed once a year by the HR committee. Committee Member Uden stated that unions have a lot to say about conducting a wage survey. Yearly was changed to periodically. This will come back for further review.

D. Discuss and recommend: most appropriate approach to completing the draft Wage Scale table for FY 2018 use

Chairperson Wilcox stated to think about what the percentage would be between steps. Further consideration will be given to the wage scale table. Committee Member Galbraith thought this was good in theory. Committee Member Erlenbusch stated that each step was longevity. Chairperson Wilcox said there was no problem in changing steps to longevity. Chairperson Wilcox stated that whatever the code dictates will be put in for longevity. Longevity years will be done for steps.

5. Schedule Committee's Next Meeting: consider Tues, June 6, 5:30 pm

6. Adjournment

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

The meeting was adjourned at 7:30 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Flood Control Committee
May 31, 2017

The **Flood Control Committee** met Thursday, May 31 2017, at 5:15 p.m. in the City Hall Conference Room. Present were Committee Members; Jeff Erlenbusch, Rick Huber and Brant Kassner. Committee Member Ken Gardner was absent. Also present were Floodplain Administrator Sam Malenovsky and Recorder Payroll/Claims Clerk Ally Capps.

1. Recommendation to Council for Approval of the Miles City Levee Emergency Action Plan

Floodplain Administrator Malenovsky explained the Levee Emergency Action Plan was a Plan drafted in 2015 and is coming to Committee for approval and recommendation to Council to move forward to place the Action Plan into effect. Committee Member Huber asked if this was going to cost the City of Miles City? Floodplain Administrator Malenovsky explained the Action Plan is not going to cost the city anything and implementing the Plan needed to come to committee to receive a recommendation to move forward to Council. The Plan would increase the CRS (Community Rating System) points to help move forward with decreasing the amounts citizens pay for flood insurance.

*** Committee Member Huber recommend to approve to Council the Recommendations to Council for Approval of the Miles City Levee Emergency Action Plan seconded by Committee Member Kassner and on roll call vote, the motion carried unanimously. 3-0*

2. Request of Citizens/Public Comment:

-None.

3. Committee Members Comments:

-None.

4. Adjournment

*** Committee Member Kassner moved to adjourn the meeting, seconded by Committee Member Huber and passed unanimously, 3-0.*

There being no further business, the Committee adjourned at 5:30 p.m.

Respectfully Submitted,

Flood Control Committee Chairperson

Ally Capps Recorder

Jeff Erlenbusch acting Chairperson

AUGUST 3 MMIA/MLCT/LGC WILL BE CONDUCTING A REGIONAL TRAINING IN MILES CITY. THIS IS A VERY INFORMATIVE MEETING WITH OTHER CITIES ATTENDING. PLEASE MARK YOUR CALENDAR TO ATTEND.

Depending on the topics, typical attendees include clerks, mayors, elected officials, city attorneys, HR staff, Pu etc.

The MMIA, MLCT, and LGC are partnering to bring FREE municipal training to your region. Come ready to discuss your colleagues interesting scenarios that will give you greater insight in to municipal management and govern
New This Year: The Governor's office has been invited to the Regional Training, and will host discussions pertinent to your community.

The topics we will be covering this year include:

9:00 – 10:30: MLCT Legislative Highlights

10:30 – 12:00: Dialogue with the Governor's Office

12:00 – 1:00: MLCT Wrap Up

1:00 – 2:30: MMIA: Liability 101

2:30 – 4:00: LGC: Professional Development Program

The training will be held **9:00 am – 4:00 pm**. There will be a Q & A session and time to network with your peers. Lunch will be provided and brought onsite for your convenience.

Sandy Lang, Executive Assistant

Montana Municipal Interlocal Authority (MMIA) | Montana League of Cities and Towns (MLCT)

Ph: (406) 443-0907, Ext 123 (800) 635-3089

FAX: (406) 449-7440

Direct Line: (406) 495-7013

Email: slang@mmia.net

Please visit the MMIA website at www.mmia.net

**PUBLIC HEARINGS
&
UNFINISHED BUSINESS**

RESOLUTION NO. 4054

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2016-2017 TO INCREASE THE BUDGETED AMOUNT IN RSVP FUND NO. 2985-015-450330-220 AS THE RESULT OF UNANTICIPATED GRANT REVENUE.

WHEREAS, the City of Miles City wishes to amend the budget for Fiscal Year 2016-2017 to reflect unanticipated grant revenue and appropriations to RSVP Fund No. 2985-015-450330-220;

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

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

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

The appropriations for the Final Budget for Fiscal Year 2016-2017 for RSVP Fund No. 2985-015-450330-220 shall be increased in the following amount: \$4,458.21, along with Revenue Code 2985-362020 in the same amount.

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2016-2017 on the 13th day of June, 2017, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 23RD DAY OF MAY, 2017.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 13TH DAY OF JUNE, 2017.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

New Business

RESOLUTION NO. 4055

A RESOLUTION TO WITHDRAW THE APPLICATION FOR
LAND & WATER CONSERVATION FUND ASSISTANCE FOR
CONNOR STADIUM AND CANCEL RESOLUTION NO. 3899

WHEREAS, the City of Miles City did pass Resolution approved Resolution 3899 on April 12, 2016, authorizing an application to the Land & Water Conservation Fund for grant funding to assist with the cost of “Removal of existing roof canopy and construction of new press box and rehang safety net behind home plate to protect the spectators at Connors Stadium and new portable aluminum grandstands for Tedesco Field.”; and

WHEREAS, the National Park Service (NPS), which administers the Land & Water Conservation Fund, has determined the project is ineligible for funding as the facility, Connor Stadium, is “not kept open for public use at reasonable hours and times of the year”,

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

1. That withdrawal of the above described application for assistance is hereby approved by the City Council.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,
MONTANA, THIS 13TH DAY OF JUNE, 2017.**

JOHN HOLLOWELL, MAYOR

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4056

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MONTANA DEPARTMENT OF COMMERCE COAL BOARD CONTRACT TO ASSIST IN THE PURCHASE OF AN AMBULANCE.

WHEREAS, the Montana Department of Commerce Coal Board has awarded a grant to the City of Miles City in an amount not to exceed \$50,000.00 to assist in the purchase of an ambulance for Miles City Fire & Rescue;

AND WHEREAS, the Board has presented the City with a Contract setting forth the obligations of the parties with respect to such grant;

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

1. The "Montana Department of Commerce Coal Board Contract #MT-CB-17-0818," 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 Contract 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 13TH DAY OF JUNE, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

**MONTANA DEPARTMENT OF COMMERCE
COAL BOARD
CONTRACT #MT-CB-17-0818**

This Contract is entered into by the City of Miles City, Montana (the Grantee), and the Montana Coal Board (the Board).

The Grantee and the Board hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding for project activities approved by the Coal Board (hereinafter "Board" or "Program") for which the Grantee has applied for grant funds pursuant to Sections 90-6-201 et seq., Montana Code Annotated (MCA).

Section 2. AUTHORITY

This Contract is issued under authority of Title 90, Chapter 6, Part 2, MCA, and the Administrative Rules of Montana, Title 8, Chapter 101. The Board is attached to the Department for administrative purposes under Section 2-15-1821, MCA. The Department provides staff for the Board, and the Department and its staff are specifically authorized to direct and supervise the budgeting, recordkeeping, reporting, and related administrative and clerical functions of the Board with respect to this Contract. (Section 2-15-121, MCA.)

The Grantee warrants that it is eligible for Coal Board grants as required by Title 90, Chapter 6, Part 2, MCA, and has the statutory authority to make expenditures to provide for the particular government service or facility funded under this Contract.

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications resulting from the review of the applications by the Board and/or the Department (collectively, the "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws, regulations, ordinances, and resolutions, as now in effect or as may be amended during the term of this Contract, and all administrative directives and procedures that may be established or amended by the Board and/or the Department, including all of the provisions, guidelines, and requirements set forth on the Board's website at: <http://comdev.mt.gov/Boards/Coal>.
- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 SCOPE OF WORK will require such contractors, subcontractors, and subrecipient entities to also comply with all applicable local, state,

and federal laws, regulations, administrative directives, procedures, ordinances, and resolutions established by the Board and/or the Department.

- (c) The Grantee agrees that the Project will adhere to all applicable design standards and building codes and obtain all applicable federal, state, and local permits required for the project.
- (d) The Grantee expressly agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes and regulations governing the Program, or any applicable local, state, or federal requirements.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on March 31, 2019 or upon approval of Grantee's Project Completion Report by the Department, whichever is earlier, unless otherwise terminated in accordance with Section 23 of this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between December 19, 2016 and prior to the date of termination of the Contract pursuant to Section 5(a). All Requests for Reimbursement must be submitted to the Department within 90 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 per 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 60 days prior to the termination date of the Contract.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract as set forth in the Grantee's application for Program assistance, including any written modifications resulting from the review of the applications by the Program and/or the Department. The Grantee will use Program funds for the following major components of the Project:

- Purchase of ambulance

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract will not exceed \$50,000.
- (b) A copy of the preliminary Project budget is attached hereto as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget, which, upon receipt and approval by the Department, will supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract and binding upon the Grantee.
- (c) For budget adjustments of ten percent (10%) or less between line items of the Board portion of Exhibit B, Department approval of the Request for Reimbursement form will constitute approval of the budget adjustment. The Grantee shall describe the rationale for a budget adjustment and note the adjustments in the Request for Reimbursement submitted to the Department. Budget adjustments in excess of 10% must be approved in advance by the Department.
- (d) Any authorized funds not expended under this grant by the completion date referenced in Section 5 or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other Board projects.

Section 8. METHOD OF REIMBURSEMENT

- (a) The Board and/or Department will not release any Program funds to the Grantee until the Grantee has obtained firm commitments for all other financial resources to be involved in the Project, as defined in Section 6 SCOPE OF WORK and Exhibit B. The Grantee may not expend or obligate any Program funds, other than for administrative purposes, until the Board and/or Department determines that this condition has been satisfied.
- (b) The Board agrees to reimburse the Grantee on an actual cost basis for successfully completing the activities set forth in Section 6 SCOPE OF WORK as eligible Project costs are incurred on or after December 19, 2016 supported by adequate documentation submitted by the Grantee, including but not limited to all claims and vendor invoices, and upon approval by the Board and/or Department of the Grantee's Request for

Reimbursement. In drawing against the reserved amount, the Grantee will follow the instructions supplied by the Department.

- (c) The Department agrees to reimburse the Grantee as set forth in this Section for successfully completing the activities set forth in Section 6 SCOPE OF WORK as eligible Project costs are incurred on or after December 19, 2016, supported by adequate documentation submitted by the Grantee, and upon the Department's approval of the Grantee's Request for Reimbursement. Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee demonstrates all applicable permits for the project have been obtained, as required in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (d) The Department will not reimburse the Grantee for any costs incurred prior to December 19, 2016; for any expenses not included in Exhibit B or an approved adjustment thereto; for any ineligible expenses as set forth in the Program application or guidelines; or for any expenses not clearly and adequately supported by the Grantee's records.
- (e) At the request of the Department, Requests for Reimbursement for contracted or subcontracted services must attach appropriate documentation demonstrating compliance with contract requirements.
- (f) As further set forth in Section 4 ACCEPTANCE OF PROGRAM REQUIREMENTS and Section 23 TERMINATION OF CONTRACT, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility and Grantee agrees to repay to the Board any funds advanced under the Contract.
- (g) Unless otherwise stated herein, the Department is allowed fifteen (15) working days to process a Request for Reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall be required to provide banking information at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) If actual Project expenses are lower than projected by the Grantee in Exhibit B, or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application, the Board, at its discretion, may reduce the amount of Program funds to be provided to the Grantee under this Contract in proportion to the decrease in overall Project cost.
- (i) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.

- (j) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (k) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

Section 9. REPORTING REQUIREMENTS

- (a) Project Progress Reports. During the term of this Contract, the Grantee will submit project progress reports to the Department in conjunction with each Request for Reimbursement. These reports will describe the status of the activities set forth in Section 6 SCOPE OF WORK, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. The report must also provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any Request for Reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (b) Project Completion Report. Upon completion of the Project, the Grantee will submit a final Project Completion Report for approval by the Department. The Project Completion Report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon receipt of the Project Completion Report, the Department will issue the Notice of Project Close-out.

Section 10. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the State's liaison and the Grantee's liaison. The liaisons for this this Contract are:

For the Board and the Department:

Anne Pichette (or successor)
Coal Board Administrative Officer, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2598
anpichette@mt.gov

For the Grantee:

John Hollowell, Mayor
City of Miles City
17 South 8th Street
Miles City, MT 59301
cityclerk@milescity-mt.org

Section 11. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to provide the Board, Department, Montana Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA.)
- (b) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, for a period of three (3) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Miles City, Montana.

Section 12. PROJECT MONITORING

- (a) The Board, the Department, or any of their authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with the SCOPE OF WORK, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department will advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Board and/or Department.
- (b) Failure by the Grantee to proceed with reasonable promptness to take necessary corrective actions shall be a default. If the Grantee's corrective actions remain unacceptable, the Board may terminate this Contract in whole or in part, or reduce the contract award to reflect the reduced value of services received.

Section 13. COMPLIANCE WITH APPLICABLE LAWS

- (a) The Grantee must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act ("Affordable Care Act"), and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. Any subletting or subcontracting by the Grantee will subject subcontractors to the same provisions.

- (b) In accordance with Section 49-3-207, MCA and Executive Order No. 04-2016, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to 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.
- (c) The Affordable Care Act requires a Grantee, if Grantee is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

Section 14. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Section 2-7-503 and 18-4-311, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).
- (b) The Department or any other legally authorized governmental entity or their authorized agents may, at any time during or after the term of this Contract, conduct, in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of the monies, and delivery of services provided through this Contract.

Section 15. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 16. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee, or any of its contractors or subcontractors, in furtherance of this Contract are the property of the Grantee and the Board and/or Department, which all have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Grantee and the Board and/or Department.

Section 17. PROPERTY MANAGEMENT AND EQUIPMENT

Title to real property or capital equipment acquired under a grant or subgrant will vest upon acquisition in the Grantee or subgrantee, respectively. The Grantee may not transfer title to any real property or capital equipment acquired in whole or in part with the funds provided under this Contract without first receiving the Board's written approval of the transfer. The Grantee is liable to the Board for the value of any real property or capital equipment disposed of in violation of this provision.

Section 18. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- (a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. However, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Grantee shall not otherwise assign or transfer any portion of this Contract without the express written consent of the Board and/or Department.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Department. No contractual relationship exists between any subcontractor, assignee, or transferee and the Department.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

Section 19. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the 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 the Grantee'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 the Grantee and/or its agents, employees, representatives, assigns, subcontractors, under this Contract.

Section 20. INSURANCE

- (a) General Requirements. Grantee shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers are to be covered as additional insured's for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) General Liability Insurance. At its sole cost and expense, the Grantee shall purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory Tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (c) Professional Liability Insurance. Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.
- (d) Property Insurance. At its sole cost and expense, the Grantee shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (see map at <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>) for loss or damage for any building related to the use of grant proceeds, and all related improvements and contents therein, on a replacement cost basis throughout the term of the Contract.
- (e) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the Department prior to beginning any activity provided for under the Contract. Grantee shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department

reserves the right to request complete copies of Grantee's insurance policy at any time, including endorsements.

Section 21. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or otherwise excluded from or ineligible for participation in this Contract by any governmental department or agency.

Section 22. CONTRACT AMENDMENT

Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.

Section 23. TERMINATION OF CONTRACT

This Contract may only be terminated as follows:

- (a) Termination Due to Loss or Reduction of Funding. The Board, at its sole discretion, may terminate or reduce the scope of this Contract if available funding sources are eliminated or reduced for any reason. If a termination or modification is so required, the Board may, if sufficient Coal Board funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Board will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, will provide the Grantee with a modified Project budget.
- (b) Termination for Cause with Notice to Cure Requirement. The Board may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination. In the event of termination due to the Grantee's, its contractors', or subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of expenses incurred. The Department's or Board's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether

the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 24. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 25. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with all provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 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 the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department.

Section 26. FORCE MAJEURE

Neither party shall be 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 non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

Section 27. SEPARABILITY

A declaration by any court, or any other binding legal forum, 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 dependent.

Section 28. NOTICE

All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

Section 29. NO ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 30. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

Section 31. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the Department to enforce each and all of the provisions hereof upon any further or other breach on the part of the Grantee.

Section 32. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning 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.

Exhibit A Implementation Schedule
 City of Miles City - Ambulance

TASK	QUARTERS 2017				QUARTERS 2018			
	1 ST	2 ND	3 RD	4 TH	1 ST	2 ND	3 RD	4 TH
<u>PROJECT START-UP</u>								
A. Sign contract with Coal Board		X						
B. Secure approval of other funding		X						
C. Submit progress reports and drawdown request (Progress reports quarterly if no draws submitted)		X						
<u>PROJECT CONSTRUCTION</u>								
A. Architectural Design								
B. Conduct pre-construction conference								
C. Construction and purchase and installation of equipment		X						
D. Monitor Progress		X						
E. Final Inspection								
<u>PROJECT CLOSE-OUT</u>								
A. Submit project completion report			X					
B. Project Closeout	2019							

Exhibit B Budget
City of Miles City - Ambulance

ADMINISTRATIVE/ FINANCIAL COSTS	SOURCE: Coal Board	SOURCE: City	TOTAL:
ACTIVITY COSTS:			
Equipment Cost	\$50,000	\$50,000	\$100,000
TOTAL ACTIVITY COSTS	\$50,000	\$50,000	\$100,000

RESOLUTION NO. 4057

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MONTANA DEPARTMENT OF COMMERCE TREASURE STATE ENDOWMENT PROGRAM CONTRACT AMENDMENT.

WHEREAS, the Montana Department of Commerce and the City have entered into Montana Department of Commerce Contract #MT-TSEP-CG-15-744 on October 29, 2014, and desire to extend the term of said agreement until March 31, 2018 to allow for project completion.

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

1. The “Montana Department of Commerce Treasure State Endowment Program Contract Amendment #MT-TSEP-CG-15-744A,” 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 Contract 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 DULY CALLED MEETING THIS 13TH DAY OF JUNE, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

COMMERCE CONTRACT # MT-TSEP-CG-15-744A

EXHIBIT A

**MONTANA DEPARTMENT OF COMMERCE
TREASURE STATE ENDOWMENT PROGRAM
CONTRACT AMENDMENT #MT-TSEP-CG-15-744A**

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

The Grantee and the Department mutually agree to amend Contract # **MT-TSEP-CG-15-744** executed on October 29, 2014 as follows:

1. Section 5 is amended to read as follows:

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate upon approval of Grantee's final Request for Reimbursement by the Department, 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 May 6, 2013 and March 31, 2018. All Requests for Reimbursement must be submitted to the Department within 60 days of final Project close-out.
 - (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A-I. The Grantee may modify the implementation schedule set forth in Exhibit A-I 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 60 days prior to the termination date of the Contract.
2. Exhibit A - Amended. Exhibit A has been amended. Please refer to Amended Exhibit A-I, which is attached to the Contract and specifically incorporated herein by this reference. Amended Exhibit A-I supersedes and replaces previous versions of Exhibit A in its entirety.

COMMERCE CONTRACT # MT-TSEP-CG-15-744A

3. All other provisions of the Contract remain in full force and effect.

CITY OF MILES CITY

John Hollowell, Mayor

Date

ATTEST:

Lorrie Pearce, Clerk and Recorder

APPROVED AS TO FORM:

Daniel Rice, City Attorney

DEPARTMENT OF COMMERCE:

Pam Haxby-Cote, Director
Montana Department of Commerce

Date

COMMERCE CONTRACT # MT-TSEP-CG-15-744A

**Amended Exhibit A-I
CITY OF MILES CITY
IMPLEMENTATION SCHEDULE**

TASK	QUARTERS, 2016				QUARTERS, 2017			
	1st J F M	2nd A M J	3rd J A S	4th O N D	1st J F M	2nd A M J	3rd J A S	4th O N D
<u>PROJECT DESIGN</u>								
Advertise for & Select Engineer	complete							
Commence Final Design	X	X						
Complete Project Design		X						
Submit Plans to DEQ		X						
Prepare Bid Documents		X						
Finalize Acquisition		X						
<u>ADVERTISEMENT FOR CONST. BID</u>								
Review Contract Requirements		X						
Public Bid Advertisement		X						
Open Bids & Examine Proposals		X						
Request Contr. Debarment Review			X					
Select Contractor & Award Bid			X					
Conduct Pre-Const. Conference			X					
Issue Notice to Proceed to Contractor			X					
<u>PROJECT CONSTRUCTION</u>								
Begin Construction			X					
Monitor Engineer & Contractor			X	X	X	X	X	X
Conduct Labor Compliance Reviews				X	X	X	X	X
Hold Const. Progress Meetings				X	X	X	X	X
Final Inspection								X
<u>PROJECT CLOSE OUT</u>								
Submit Final Drawdown					2018			
Project Completion Report/Final Completion					2018			

RESOLUTION NO. 4058

A RESOLUTION PURSUANT TO §16-48 OF THE MILES CITY CODE OF ORDINANCES, ESTABLISHING DATES, TIMES AND LOCATIONS FOR DISCHARGE OF FIREWORKS WITHIN THE CITY LIMITS FOR THE YEAR 2017

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

AND WHEREAS, the City Council desires to establish certain locations and certain times and dates at which fireworks may be discharged within the city limits during the 4th of July holiday period in 2017;

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

1. The discharge of fireworks shall be allowed between the hours of 10:00 a.m. and 10:00 p.m. on Monday, July 3, 2017, 10:00 a.m. and midnight on Tuesday, July 4, 2017, and 10:00 a.m. and 10:00 p.m. on Wednesday, July 5, 2017 only at the following locations within the City of Miles City, to-wit:

Bender Park, Riverside Park, Jaycee Field, Tedesco Field

2. Non-aerial fireworks, being those fireworks which do not project themselves into the air, or fire projectiles into the air, shall be allowed within the City limits on Tuesday, July 4, 2017, but shall not be allowed on any other day except on the days and places hereinbefore designated.

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

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 13th DAY OF JUNE, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4059

A RESOLUTION APPROVING A LEVEE EMERGENCY ACTION PLAN FOR THE CITY OF MILES CITY

WHEREAS, the City of Miles City desires to establish a Levee Emergency Action Plan (LEAP) to establish a policy as to the City's response to flood emergencies in or affecting Miles City;

AND WHEREAS, the City's Floodplain Administrator has drafted a LEAP for the City of Miles City, attached hereto as Exhibit "A;"

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

1. The Levee Emergency Action Plan, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council as the official LEAP for the City of Miles City.

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 13th DAY OF JUNE, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

1 Plan Introduction

1.1 Purpose

This Levee Emergency Action Plan (LEAP) outlines Miles City's planned response to flood emergencies in or affecting Miles City.

The purpose of the plan is to provide information, policies, and procedures that will guide and assist Miles City in efficiently dealing with flood emergencies. The plan addresses flood preparedness, levee patrol, flood fight, evacuation procedures, floodwater removal, and other related subjects. This plan will facilitate multi-agency and multijurisdictional coordination, particularly among Miles City and local governments, special districts, and State agencies in flood emergency operations.

1.2 Scope

The Miles City Levee Emergency Action Plan:

- Establishes the emergency management organization to respond to a flood emergency affecting Miles City.
- Identifies policies, responsibilities, and procedures required to protect the health and safety of Miles City from the effects of flood emergencies.
- Establishes operational concepts and procedures associated with field response to flood emergencies and the recovery process.
- Identifies policies for after-action analyses and follow-up activities.

2 Concept of Operations

2.1 Situation Overview

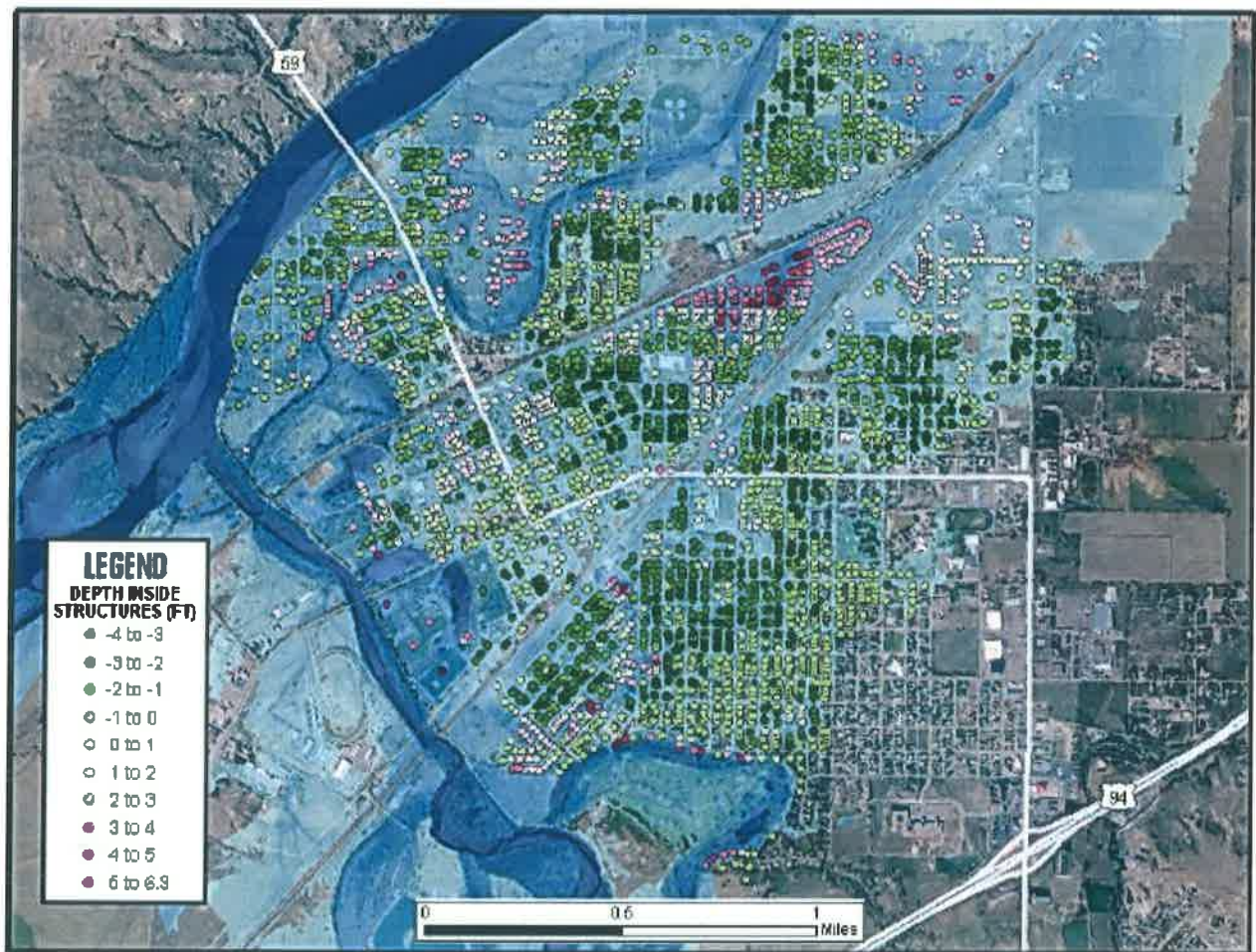
Miles City is located at the confluence of the Yellowstone River and Tongue Rivers in Custer County Montana. Areas adjacent to rivers, sloughs, creeks, and drainage canals and other low-lying areas are subject to flooding.

Miles City is vulnerable to a number of flooding sources caused by river floods, levee failures, ice jams, pump failure, and dam failure. These may produce large losses to public infrastructure and private property. Deep flooding caused by levee failure or overtopping remains a significant threat to the city.

2.2 Hazard Analysis Summary

Levees and Dams

While most levees perform satisfactorily during flooding, failures occasionally occur. Levees require maintenance and inspection to remain properly functioning. At Miles City, there are levees along both banks of the Tongue River and the right bank of the Yellowstone River that offer some protection for the city itself. The Miles City dike system has never been overtopped. An analysis conducted by FEMA Region VIII indicates up to 79% of the city may be impacted if the levee overtops. In 2015, the USACE conducted flood modeling on 8 levee breach scenarios.



Source: FEMA Region VIII

Operation of existing dams strongly affects flooding potential for areas in Miles City. There is always an extreme chance that an incident at a dam may cause an uncontrolled release of water. The following major dams affect flows in Miles City:

- Tongue River Dam
- Yellowtail Dam

The inundation areas of these dams have similar consequences to a levee overtopping scenario.

2.3 Capability Assessment

Priorities have been established for protective actions and a methodology exists for changing those priorities during flood response. Methods and equipment for communication have been established. Staffing levels are adequate and the training and exercise program ensures a proper level of readiness. Written documentation of procedures and techniques exists for levee emergencies such as boils, overtopping, sloughing, or other incident.

Miles City has staging areas for response teams, as well as stockpiles of materials and supplies. (Note: These staging areas are separate from the evacuation centers described elsewhere in this plan.) Security for these sites has been arranged with the (Police Department/Sheriff).

Logistics procedures for augmenting available supplies and equipment exist. Mutual aid arrangements have been made through the state’s intra-jurisdictional mutual aid program

2.4 General Approach to Seasonal Flood Operations

Miles City is responsible for the levee segments surrounding the city on the Yellowstone and Tongue Rivers.

2.4.1 Monitoring

Miles City flood stage monitoring is comprised of observing the readings from specific real time, telemetered stream gages that report the conditions on water courses that affect potential flooding in the jurisdiction. For each gage location on a stream or water course, stages or flows have been categorized into three levels: flood stage, moderate stage, or major stage.

Gauge Location	Flood Stage	Moderate Stage	Major Stage	Record Stage
Yellowstone River at Highway 59 Bridge	13 feet	15 feet	19 feet	21.70 feet (1948)
Tongue River at I-90 Bridge	10 feet	13 feet	15 feet	16.51 feet (2011)

The real-time gages can be accessed through the National Weather Service AHPS or USGS.

2.4.2 Analysis and Initial Response

After compiling monitoring and surveillance information, Miles City decides if it is necessary to begin flood operations or direct flood fight resources to specific areas where flooding is occurring or may occur soon. Miles City emergency personnel also monitor the flood stage information or monitoring system and are in constant communication with flood control staff throughout the storm episode.

2.4.2.1 Patrol Trigger

Levee patrols may begin at flooding around moderate stage occurrences. Ice Jams may also prompt levee patrols. If patrols observe boils or slumping down on levees, the Public Works Department will begin flood fight preparations.

The Montana DES may request support from the U.S. Army Corps of Engineers (USACE) under PL 84-99.

2.4.3 Alerting and Activation

As coordinated operations continue, local jurisdictions will brief their administrators. These positions often serve as the DES Coordinators at the Emergency Operations Center (EOC). Depending on the flooding situation, the EOC will be activated and staff will respond to the EOC to coordinate operational area response to the disaster with other agencies. County EOCs remain operational until the threat from flooding is contained and controlled.

2.5 Public Notification for Flood Threats

2.5.1 Initial Notifications

Initial notification is often limited in detail. For example, a flash flood warning may be issued by the National Weather Service (NWS) for a general area or location where there is a threat to the public. Some emergency actions might be needed, but not enough to warrant EOC activation. A follow-up call from the EOC to the notifying party or agency can be made to obtain further detail.

- A flash flood watch means it is possible that rain may cause flash flooding in specified areas.
- A flash flood warning means flash flooding is highly likely, imminent, or is occurring.
- A flood watch means long-term flooding is possible in specified areas.
- A flood warning means long-term flooding is either imminent or is occurring.

The local Emergency Office or EOC may receive direct warning from DNRC, NWS, or the Montana Emergency Management Agency (MT DES). The U.S. Bureau of Reclamation (USBR), USACE, or other agency that locally controls dams will advise of dam incidents, significant releases, or significant changes in releases. The county is responsible for warnings in unincorporated areas. Various incorporated areas have responsibility for evacuation notification of the public within their boundaries. They are also responsible for activating their own emergency response plans for the flooding threat.

3 Levee Emergency Operations

3.1 Flood/Threat Operations

Some floods will be preceded by a buildup period, providing advance warning to those who might be affected. Others occur without advance warning, requiring mobilization and commitment of the emergency organization after the onset of the emergency situation. Miles City must be prepared to respond promptly and efficiently. In all flood situations, this plan will be implemented in several phases. In the case of slow rise flood threats, the phases are initiated based on various river elevations.

3.1.1 Phase I: Normal Preparedness

Departments having emergency responsibilities assigned in this LEAP prepare service support plans, operating procedures, and checklists detailing the use and disposition of their resources in an emergency. Such plans and procedures include coordination and communication lines with counterpart organizations of other departments and jurisdictions.

During this Phase, Flood Fight Training is generally given. Miles City conducts preseason coordination and plans review meeting with Custer County.

3.1.2 Phase II: Increased Readiness

This phase begins with *monitoring* when conditions exist that could result in a flood, such as continuing and excessive rainfall, an unusually rapid snowmelt, ice jams, or rising rivers. The river warning stage would trigger Phase II (monitor/initial action). The river warning stage is initiated when the elevation of the rivers reach flood stage.

As this situation develops, the Chief Executive of Miles City, or a designee, will evaluate information, decide upon necessary action, and initiate appropriate response. Generally this means to put the emergency response plan into limited operation. This includes alerting key personnel, ensuring readiness of essential resources, and preparing to move resources to the threatened area when required. Miles City will coordinate with Custer County DES. The extent of staffing is event-driven and at the discretion of the EOC Director.

The EOC monitors communications, receives information on field situations, weather, river, and reservoir stages, directs response, coordinates with adjacent and local agencies, provides and coordinates resources and assets, provides information, arranges for State, federal, and volunteer resources, activates mutual aid from adjacent agencies, and plans, organizes, controls, and documents actions during the flood event.

State and federal actions in this phase include the following: DNRC/DES/USGS/NWS monitors flooding situations on a daily operational schedule. If local governments begin to encounter extensive problems, the state extends operations and increases coordination efforts for State support of flood fight operations. Typically the MT DES State Emergency Coordination Center (SECC) and the MT DES Field Operations Coordinator, and the Dam Management Center operated by USACE are all activated to some degree as flood threats increase. Adjacent counties and cities decide when and at what level they will activate their EOCs.

3.1.3 Phase III: Emergency Preparedness

This phase begins when an evaluation of the situation indicates it is a matter of “when” rather than “if” emergency conditions will exist. The river flood stage would exist under this phase. The river flood stage

starts when rivers reach moderate flooding. The Chief Executive of Miles City, or a designee, will immediately put emergency plans into full operation and conduct operations as follows:

- Advise responders to activate resources and advise the County Office of Emergency Services.
- Where resources appear insufficient, prepare to apply for and receive mutual aid.
- Contact the Office of Disaster and Emergency Services to give available information as to the kind of threat, its imminence, potential severity, area affected, and associated problems. Reports will include action being planned or taken, as well as possible deficiencies in critical emergency resources.
- Should the possible or expected emergency develop, ensure that ALL alerted agencies are promptly notified of this new change in conditions. This may also prompt immediate public notification, as is required by the nature of the threat.
- Recommend that the EOC be opened when projections clearly indicate a potential need for EOC multi-agency coordination.

3.1.3.1 Maintaining Situational Awareness

Situational Awareness utilizes tools and techniques Miles City uses to identify, collect, analyze, and disseminate information on the current and future extent and consequences of the flood.

3.1.3.2 Weather Forecast

The advent of satellite imagery and sophisticated computer models has significantly improved the ability to forecast times and intensities of rainfall. Managing flood response requires knowledge and understanding of the implications of weather predictions for other parts of the watershed as well as the local area. The National Weather Service provides daily briefings on upcoming weather as part of its role to DNRC. Miles City participates in these briefings starting at the River Advisory stage.

3.1.3.3 River Forecast

In addition to precipitation forecasts, the emergency manager also must know how resulting runoff will affect reservoir storage, releases from dams, and ultimately the amount of water flowing in the river. Hydrologists for DNRC work with the National Weather Service to provide additional forecast information.

3.1.3.4 Sewer and Stormwater Systems

Miles City's sanitary sewer and stormwater systems are integral to controlling flood waters from infiltrating the dry side of levees. Through the city's system of valves, plugs, gates, lift stations, and drains, the City maintains control of both exiting water issues and infiltration (this may include sump pumps being drained into sanitary sewer) which may overwhelm the system.

3.1.3.5 Electrical Generation

Loss of power is critical to operations such as communications, water treatment, sanitary treatment, lift stations, health care, shelters, heating/cooling, and maintenance to other critical infrastructure. The integration of local utilities within situational awareness needs constant attention.

3.1.3.6 Levee Slumps or Boils

As important as it is to anticipate the potential situation, it is equally as vital to be aware of current conditions and sudden shifts in those conditions. Miles City maintains regular contact with Levee Patrols and other field responders. This ensures it quickly learns of any changes in the situation, facilitating prompt response.

3.1.3.7 Traffic Information

Similarly, Miles City maintains regular contact with Law Enforcement, Custer County Road Department, Montana Department of Transportation, and others to ensure situational awareness of traffic issues. Reports from (Department) apprise emergency managers of flooded intersections due to storm drains being stopped up.

3.1.4 Phase IV: Emergency Phase

This phase can be initiated by a river danger stage of: Major Flood Stage or upon occurrence of a flood emergency requiring extraordinary effort. The nature of response operations is dependent upon the characteristics and requirements of the situation. The emergency organization will be mobilized to cope with the specific situation. Each service, when mobilized, will operate according to the provisions of this LEAP. Priority will be given to operations such as the following:

- Survey and evaluate the emergency situation and advise the Custer County EOC
- Have the EOC immediately notify the (Chief Executive) of Miles City
- Mobilize, allocate, and position personnel and materials for patrolling and flood fight
- Establish staging areas for personnel, supplies, and equipment
- Establish Evacuation Centers to aid in managing the movement of people from the area
- Produce and disseminate emergency information and advice to other EOCs when a Joint Information Center is not operational
- Protect, control, and allocate vital resources
- Restore or activate essential facilities and systems

All the preceding actions are based on extensive local coordination of plans and response. In addition, there are daily briefings at the EOC involving all parties. When local resources are committed to the maximum and additional materials/personnel are required to control or alleviate the emergency, requests for mutual aid will be initiated through the county EOC.

3.1.4.1 Levee Patrols and Security

The purpose of levee patrols is to have qualified personnel visually evaluate the performance of the Miles City levee system. Their intent is to determine the condition of the levee and to identify potential and existing problems:

- Threats
- Instabilities
- Seepage conditions
- Erosion points
- Freeboard

Implementation of this procedure will ensure each member of the Levee Patrol Team is capable of participating in precautionary actions and emergency response that may occur with Miles City's levee system.

This program will predominantly be undertaken by the Miles City Public Works, with operational support from other Miles City's Departments. The major objectives of this procedure are to:

- Develop a training program to ensure qualified personnel are available for use
- Ensure materials, equipment and supplies are available to implement this procedure and are maintained in a serviceable condition to meet the needs of Miles City
- Ensure action levels are established and in place to manage potential challenges
- Prepare members to recognize the interface between allied agencies should escalating events require large-scale operations

- Prepare members to patrol levees to locate potential problems, to alert the EOC, and to actively coordinate work, using flood fight and other methods, to resolve problems and minimize adverse consequences

3.1.4.1.1 Motor Patrols

- The levee motor patrol will be initiated when slow rise flood waters reach Moderate Flood Stage, or at the direction of the Custer County DES Director, or upon request from the Miles City Public Works. The levee motor patrol will consist of the following:
 - o Two four-wheel drive vehicles with mobile radio capabilities.
 - o Two trained and currently qualified observers per vehicle.
 - o Patrol areas will be divided as shown on the attached map.
 Radio designators will be designated as Division A (Tongue) or B (Yellowstone).
 - o Patrol crews will be rotated on a 12-hour frequency.
 - o Completion of a Division Activity Log will be required for each shift using ICS Form 214).
 - o All members will receive a safety briefing and utilize appropriate safety gear.

3.1.4.1.2 Walking Patrol and Security

Security measure for safety will be implemented when walking patrols are initiated. This may include closure of roads around and on the levee, enforcing trespass violations, and barricades at key infrastructure points.

- The levee walking patrol will be initiated when slow rise flood waters reach Major Flood Stage. A levee walking patrol will consist of:
 - Teams of two personnel physically walking a designated section of levee. One person will be positioned at the toe of the land side of the levee. The second will be assigned to the top of the levee.
 - Foot patrols will check visually for potential problems with the levee as per training.
 - Areas of concern will be identified using a yellow wire flag.
 - All yellow flags will be evaluated by the Division Supervisor conducting motor patrol activities.
 - Upon evaluation of the potential problem area, the Division Supervisor will either:
 - o “Orange Flag” the area, which means at the present time the levee condition is performing as designed or
 - o “Red Flag” the area, which indicates a potential problem requiring action such as an engineer’s review. All red flag conditions will be reported to Command immediately for evaluation by the Engineer.
 - All levee foot patrol personnel will have the following at a minimum:
 - o Three-cell watertight flashlight
 - o OSHA-approved hardhat
 - o Raingear, if warranted; each individual is responsible for boots
 - o Orange reflective vest
 - o (10) Yellow marking flags
 - o Global Positioning System (GPS) unit to establish latitude and longitude of trouble sites
 - o U.S. Coast Guard-approved lifejacket
 - o One member of each foot-patrol team will be equipped with a portable radio, operating on (frequency).
- Walking patrol personnel should be rotated on an 8-hour frequency.

3.1.4.2 Infrastructure Protection

Infrastructure	Location(s)	Protection Method	Trigger
Lift Stations		Sandbagging to height	Reach Major Flood

		of levee	Stage
Electric Substations		Sandbagging	Reach Major Flood Stage
Tongue River Storm Sewer		Gates - backflow	Flood Stage
Waterwater Treatment Plant			Moderate Flood Stage
Water Treatment Plant		Valves	Flood Stage
City Slough Surface Water Exit	West of WW Treatment Plant	Gate	Flood Stage
City Surface Drainage	East of WW Treatment Lagoons	Plug	February or before Flood Stage
Entire Levee	Entire Site	Clay raise on entire system to meet AHPS	2 feet freeboard or less
Roads			
Sewers/Covers			
Orange Spots	Tagged by Orange Flag	Preforming to expectations	As observed and safe to do so
Red Spots	Tagged by Red Flag	Engineer survey and actions based upon recommendations	As observed and safe to do so

3.1.4.4 Public Information

Public notification and awareness is extremely important during an emergency. In the case of a potential flood, the public must be kept informed of:

- Water levels and their implications for a flood event
- Levee conditions
- Short- and long-term weather forecasts
- Any other flood related threat that might exist

A well-informed public is likely to respond well in the face of an actual disaster. In

Miles City and surrounding areas, there are many ways to inform the public. These include:

- Emergency Siren System
- Emergency Alert System
- Reverse 9-1-1 System
- Fire and Police Vehicle Loudspeakers
- Neighborhood Watch and other community support programs

3.1.4.5 Evacuation

- The decision to evacuate rests with the Chief Executive of Miles City and coordinated by Custer County EOC.
- Operational responsibility rests with local law enforcement, possibly assisted by city personnel, public health, the school district, health care facilities, and EMS.
- If it appears that an evacuation may be necessary due to conditions in the field, the IC will provide that recommendation to the Custer County EOC.
- If the need to evacuate is extremely urgent, the Flood Fight IC or Operations Chief may communicate directly with their Law Enforcement counterpart in the field and advise the Custer County EOC.

- In case of an evacuation, Custer County Public Health will notify the area's special needs care providers of the emergency. These providers will be asked to notify their clients in the affected area and give instructions to their clients.
- The Custer County EOC will advise nearby communities and reception centers.

3.1.5 Phase V: Recovery

Miles City will address identified recovery needs. Governmental assistance could be required for an extended period. Recovery activities would include:

- Removal of debris
- Clearance of roadways
- Demolition of unsafe structures
- Re-establishment of public services and utilities
- Provision of care and welfare for the affected population including temporary housing for displaced persons
- Care of animals and disposal of carcasses

This stage has three major objectives:

- Reinstatement of family autonomy and the provision of essential public services
- Permanent restoration of public property along with reinstatement of public services
- Performance of research to uncover residual hazards, to advance knowledge of disaster phenomena, and to provide information to improve future flood operations

3.1.5.1 Flood Water Removal

With overtopping or failure of a levee flood protection system, the lands protected by the levee system may become partially or fully inundated. Depending on the situation, there may be an immediate need to dewater that area to prevent further flooding or to protect the overall integrity of the flood protection system, or to remove the water to recover the area to pre-flood conditions.

Flood water removal is an integral part of flood emergency response and needs to be considered in planning for floods. A plan for flood water removal should describe alternatives to dewater areas protected by a jurisdiction's levees. It should address how this will be carried out, where activities will occur, and who will be responsible for carrying out those activities.

3.1.5.1.1 Alternative 1 – No Immediate Dewatering Needed

Based on the situation, it may be advisable to take no immediate action. For example, an inundated agricultural area with no threat to life and property may be left flooded until waters naturally recede. Due to public perception and expectations, this may be a difficult decision to reach, albeit logical. For some areas this choice can be made in advance of a flood event. LMAs, local governments, DNRC, USACE, and MT DES must work together to ensure everyone understands the reasoning and supports the choice.

3.1.5.1.2 Alternative 2 – Close Breach; No Water Removal

Closing the opening in a failed levee is generally the first step of any levee breach repair. It may be necessary to wait for the inflow to slow before taking this action. Rock and suitable materials must be available to armor the ends of the break before closing the opening with additional suitable material. After the breach is closed, it may be cost-effective to simply let the ground dry out on its own depending on the extent of flooding. Equipment and contractors must be mobilized, the ends of the breach must be able to be accessed, and material for the closure must be available.

3.1.5.1.3 Alternative 3 – Repair Breach and Remove Water by Pumping

After the breach is closed, this alternative would remove water using available on-site or perhaps portable pumps. For large flooded areas, the time and expense for this can be extensive.

Providing information on pump suppliers, possible locations for pumps, and other logistics before the event would be part of the plan.

3.1.5.1.4 Alternative 4 – Repair Breach and Remove Water by Making a Relief Cut

The situation may warrant excavating a second breach in a levee system to allow flood waters to drain from behind the land side of a levee. This effort may also limit the depth of those flood waters behind the levee and prevent further flooding of areas within the basin, and may be employed under emergency conditions.

Contractors, equipment, locations of the excavated breach, and material supplies should be included in the plan. Consideration should be given in that the second breach must now be closed as well as the first.

3.1.5.1.5 Environmental Considerations

Flood Water Removal projects are generally exempt from Department of Environmental Quality. Statutory exemptions include “emergency projects such as actions required to restore damaged facilities or mitigate an emergency”. Nevertheless, Miles City will consult legal counsel before making a final decision.

3.2 Federal and State Emergency and Disaster Assistance

State and federal support during the Emergency Phase:

- Miles City will consider requesting MT DES and DNRC support during the Emergency Phase. Montana Mutual Aid and USACE assistance are available when resources beyond local capability are needed for flood fight operations.

Emergency Phase support following flooding:

- If the County declares a disaster, the Governor may support it by proclaiming a State of Emergency and then requesting the President make a National Disaster declaration for the affected area.
- If the President declares the area a national disaster, assistance from the Federal Emergency Management Agency (FEMA) will be requested.
- If residential flooding occurs, regardless of the declaration, USACE can provide federal funds for recovery operations for up to 30 days following the incident.
- USACE assistance can also be requested to repair eroded and damaged levees following high flows. Request for this authority must be made in a timely manner (30 days).

4 Organization and Assignment of Responsibilities

4.1 General Organization and Responsibilities

4.1.1 Levee Flood Control Operations

The City of Miles City exists within Custer County and has responsibility for the levees within its jurisdiction. The district has a (Engineer/contracted firm) to help with flood fight responsibilities during flood emergencies. Miles City can request mutual aid and coordinates with the (Name) County Operational Area during flooding episodes.

4.1.2 Operational Area Flood Control Operations

The Custer County Operational Area Flood Operations are coordinated through its EOC. The EOC ensures proper communication and coordination among all entities responding to the flood.

4.1.3 Mutual Aid Regions and Regional Support

Mutual Aid requests go to the State Emergency Coordination Center and then are passed to other counties in the region. (Other counties will only supply what they can without endangering their own response capability.) The SECC may then request resources from other state and federal agencies.

4.1.4 State Flood Control Operations

MT DES is responsible for State flood control operations through its SECC. FWP, DEQ, MDT, and DNRC coordinates with USACE, USBR, and other agencies. DNRC also monitors rainfall, stream flow, river stages, snow amounts, and reservoir releases across the State. DES will work with other State agencies as needed during flood emergencies.

4.1.5 Federal Flood Control Operations

The USACE and the USBR have responsibilities for federal flood activities in Montana. The USACE has a major responsibility for overseeing reservoir releases and supporting the State's effort in maintaining the levees and structures associated with the State Plan of Flood Control. The USACE can support emergency work as requested by the State under Public Law 84-99, which includes levee flood fighting. The USBR has responsibility for their dam releases and reservoir operations.

5 Direction, Control, and Coordination

5.1 Chief Executive

The (Chief Executive) of Miles City establishes overall policies and priorities, providing direction for local flood response. Responsibility for managing emergency response within these policies and priorities is delegated to the EOC Manager and, on scene, to the Incident Commander (IC), who reports to the EOC Manager. The EOC supports Incident Response by supplying resources, equipment, and supplies. Where supplies are limited, the EOC establishes priorities for allocation.

5.2 Incident Commander

The IC at the flood fight scene is in charge of all resources responding to that emergency site. The IC may assign missions to flood fight crews acquired under Mutual Aid from other governmental agencies, tasking them to perform specific tasks to facilitate the response. Based on these missions, the crews' normal supervisors will direct State and federal crews.

5.3 Support Personnel

Flood fight crews responding from other areas pursuant to mutual aid – and contractors hired to undertake repairs – receive work assignments from the organization that requested or hired them. Organized crews will work under the immediate control of their own supervisors in response to missions assigned by the IC.

5.4 Plan Activation

The Chief Executive, Public Works Director, and County DES Coordinator have authority to activate this plan based on the previously identified stages.

5.5 Montana Emergency Response Framework (MERF)

Under MERF, common structure and terminology combine to ensure smoother communication and better coordination of inter-jurisdiction and interagency response to flood emergencies. The five sections below have uniform responsibilities throughout Montana – whether the governmental level is a special district, city, county, or the State.

- Command Staff
- Operations
- Planning and Intelligence
- Logistics
- Finance and Administration

Table 1. Summary of Critical Flood Emergency Responsibilities

P= Primary S= Support

	Public Works	Public Utilities	DES	Public Health	Law Enforcement	Fire Service	Health Care/EMS	Admin	Schools
Public Information / Outreach	S		S					P	
Define Emergency Phase	P							S	
Alerting and					P	S			

Warning									
Activation of EOC/ICP	S		P					S	
Flood Management	P								
Monitoring and Surveillance	P	S			S	S			
Levee Patrols	P	S			S	S			
Flood Fight Operations	P	S							
Evacuations*				S	P	S	S		S
Care and Shelter				P			S		S
Critical Infrastructure Protection	S	P				S			
Recovery	S		S	S				P	

*Local law enforcement, part of Operations in the EOC, has responsibility for this task in accordance with its Standard Operating Procedures.

5.6 Utilization of the Incident Command System (ICS)

The Incident Command System creates a set of personnel, policies, procedures, facilities, and equipment that is integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS creates a flexible, scalable response organization providing a common framework within which people can work together effectively. These people may be drawn from multiple agencies that do not routinely work together. So, ICS provides standard response and operation procedures to reduce problems and potential miscommunications on such incidents.

5.7 State Assistance

During emergency response to flooding or storms Miles City may require assistance in performing sand bagging, emergency debris clearance, and similar activities to save lives and protect public safety. These activities often require the use of trained crews to augment local personnel. In accordance with MERF, once local resources are depleted or reasonably committed, mutual aid is accessed and coordinated within the Operational Area (OA). If Custer County OA resources are not sufficient or timely, then the request is forwarded to the State Emergency Coordination Center (SECC).

The SECC evaluates and fills requests by coordinating mutual aid from unaffected OAs, tasking a State agency, or accessing federal assistance. Due to the nature of the need and the resource, requests for crews are usually tasked to a State agency.

5.8 Stockpiles – Location and Access

Miles City maintains stockpiles of flood fight equipment and supplies in the following locations.

- City Public Works Building

5.9 Staging Areas

Miles City has identified the following sites for use as Staging Areas for incoming resources.

- Montana National Guard Barraks

5.10 Evacuation Collection Centers

Miles City has identified the following sites for use as Shelter and Care facilities.

- Miles City Airport
- Miles City Community College

6 Plan Development and Maintenance

6.1 Plan Development

The Miles City Public Works Department has primary responsibility for developing, reviewing, and updating this Levee Emergency Action Plan on a regular basis.

6.2 Plan Review and Maintenance

Agencies and individuals providing emergency response will review this plan at least annually. In addition, this plan may be modified as a result of post-incident analyses and/or post-exercise critiques.

6.3 Training and Exercises

Miles City Public Works will notify holders of this plan of training opportunities or scheduled exercises associated with flood emergency management and operations, such as regional annual Flood Fight sessions. Individual jurisdictions and agencies are responsible for maintaining training records. This plan will be exercised regularly.

6.4 Evaluation

Custer County DES will coordinate and facilitate post-incident analyses following emergencies and exercises. An After-Action Report and Implementation Plan will be prepared by Custer County DES and distributed to those jurisdictions and agencies involved in the emergency or exercise.



CCMC Flood Control Project Steering Committee May 25, 2017

The **CCMC Flood Control Project Steering Committee** met Thursday, May 25, 2017, at 1:30 p.m. in the City Hall Conference Room. Present were Committee Members Floodplain Administrator (FPA) Samantha Malenovsky, Public Works Director (PWD) Scott Gray, Custer County Commissioner (CC) Jason Strouf, (KLJ) Carl Jackson, and Becky Bey, (CP) Jeff Erlenbusch was absent. Also present were CP Sue Galbraith, CP Ken Gardner, CP John Uden, CP Dwayne Andrews, CC Keith Holmlund, CC Kevin Krausz, City Attorney Dan Rice, County Attorney Wyatt Glade, SEMDC grant writer Julie Emmons, grant writer Connie Muggli, City Planner Dawn Colton, MCAEDC executive director Tracy Baker, and Bob Murdo of Jackson, Murdo, and Grant P.C.

1. Subcommittee updates:

- Funding
 - This meeting was also a funding subcommittee meeting.
- Permits & Agencies
 - This subcommittee did not meet.
- Engineering
 - This subcommittee did not meet.
- Public Relations & Government
 - This subcommittee did not meet.

2. Discussion with Bob Murdo of Jackson, Murdo & Grant, P.C. on formation of a district.

- FPA Malenovsky gave a brief overview of the project. She stated there are approximately 3,800 structures in Miles City; 2,500 in the floodplain, with an approximate total square area of 64% of Miles City currently in the floodplain. FPA Malenovsky had no available data on the area outside the City limits.
- Mr. Murdo discussed the following some available funding options:
 - General Obligation bonds: Mr. Murdo indicated he did not believe this was a good option for the project as the community did not have the ability to borrow \$20 million on the basis of values. General Obligation Bonds require a general vote to pass. Borrowing capacity of the entity would also limit the amount of the bond.
 - Selling a Special Assessment Bond to USDA or DNRC (tax exempt rate)
 - USDA loans have a 30 or 40 year payback and are currently at 3¾%
 - State Revolving Fund (SRF) loans have a 30 year payback and are currently at 2½%. In discussions with Anna Miller at SRF, Bob believes SRF could be

used to help pay for a portion of this project as water and sewer infrastructure would be protected.

- Special Assessments (Special Improvement District): Refer to attachment #1
 - The entity must show that the project is providing a benefit or protection to specific properties in the community.
 - **Special Assessments** cannot be used for studies, only construction purposes. The special assessment can also be created as a maintenance district for future maintenance and inspection of the levee.
 - There needs to be a benefit to each property being assessed, such as protecting property, water, sewer, roads and other infrastructure from a flood event. The community needs to show the benefit being provided will outweigh the cost of a flood control structure or costs related to a flood disaster.
 - Borrowing capacity has no effect with special assessments and no vote is needed by the public.
 - For a City SID that includes a portion of the county outside the City limits, the community would need City and County approval. If the City was creating the SID there would need to be a protest from those responsible for paying over 50% of the costs from those in the District within the City to stop the project and assessments and under 40% of the owners of property in the County for paying their portion of the project cost in that portion of the District. Vice versa if the community chooses to create a RSID instead. A resolution would be needed by the City and County if both entities are included in the boundary.
 - Methods to levy an SID (multiple methods can be used if there is justification)
 - Equal amount per parcel, every parcel no matter what size pays the same amount.
 - Square footage of each individual parcel, each parcel's square footage divided by the total districts square footage.
 - Assessed value of land (not including improvements)
 - Linear footage (would not work well related to the CCMC project).
 - The community can use SID money to purchase property within the footprint of the District to create the levee. The signing of the contract on property purchases would need to take place before the construction contract is signed.
 - Drawbacks to an SID:
 - Cannot include assessed value of improvement (structures) in calculation.
 - The money will need to be borrowed after the construction contract is signed. An SID can be created before money is borrowed (as long as the project doesn't significantly change and the amount being assessed doesn't significantly change). Collection starts when money is borrowed. A maintenance district can be started at the

same time, if necessary, or after the completed construction of the entire levee.

- Assuming the community chooses a SID based on square footage what are the next steps.
 - Determination of a boundary and justification for that boundary.
 - Development of a list of property owners within the boundary.
 - Compilation of different scenarios as to assessments and established boundary lines.
 - Increased public notification and engagement related to property owners in a proposed district.
- Districts can also be assessed at different levels of benefit or combination of benefits. For example if a property is in the floodplain and is being assessed because of protection factors from the levee, but is also impacted by water and sewer protection, there could be a higher assessment (2 protection factors).
- Drainage and Flood Control Districts-Refer to attachment #2
 - Assessments can be based on the value of land **and** the value of improvements, providing the To do this the assessed value of the improvements would need a general majority vote
 - This is a lengthy/time consuming process that starts with a petition that must be signed by 1/3 of the proposed district that is benefited. The property would have to be directly benefited so would only encompass property within the floodplain, not any outside areas.
 - The petition is taken to district court and the Court makes a preliminary decision. Public hearing is held and the judge makes the initial decision, appointing district commissioners (elected every 3 years). A preliminary and final report are submitted to the Court. The public votes on the district and improvements separately. Then 3 to 4 hearings are held before the Court, and each property owner has the right to protest. Then the district court judge makes a decision. If the District is approved, an annual budget report is submitted to the Court for approval. This process often leads to lawsuits related to people against the district, the improvements, or the value of their land/improvements as assessed.

- For those low -income residents in the City and the County there is the possibility of applying for a CDBG grant to help them pay the assessed fees. If the City/County receives the CDBG grant, residents who want to take advantage of the assistance must complete a short application to the City/County to receive assistance. Depending on the amount of grant award, it is possible the assistance could pay the whole 30/40 year assessment costs for most low-income residents impacted, although they would still be responsible for the smaller maintenance assessment anticipated. This grant is currently limited to \$450,000 for the City and \$450,000 for the County if they each made separate applications. In order to ensure residents took advantage of the opportunity, this would also require extensive community outreach.

- Along with maintenance of the levee there is the possibly to tie storm water maintenance into the district, since storm water impacts the floodplain calculation.
- The community needs to show some sort of funding mechanism is in place, exemplifying a “good faith” effort to granting and other funding organizations. Organizations (including and maybe most importantly USACE) need to know the community is going to follow through with the project once the Section 205 Study is completed. Having a District in place is a good way to show significant community effort and investment.
- For either district the community needs to show how the people are benefiting from the levee. For a drainage district it can only be those that are within the floodplain. For an SID this could be an indirect benefit, for instance, benefit related to levee protection of the community’s essential infrastructure (water and sewer)

3. Open Discussion

- None

4. Set up next meeting time

- The Committee scheduled the next meeting for **Tuesday, June 6th at 10:30 a.m.** in the City Hall Conference Room at which time they will be meeting with USACE regarding the kick-off of the Section 205 Study. There being no further business, the Committee adjourned at 3:50 p.m.

Respectfully Submitted,

Samantha Malenovsky, Flood Control Project
Steering Committee Chairperson and Recorder

Special Assessments

Part 11

Water Conservation and Flood Control Projects

Part Cross-References

Flood Control Act of 1954 — distribution of revenue to counties, 17-3-231, 17-3-232.
Eminent domain for flooding from construction of dam, 70-30-104.
Flood control function of conservancy districts, 85-9-102.

76-5-1101. Water conservation and flood control projects authorized. (1) Cities, towns, or counties, through their councils, boards of county commissioners, or other governing body, are hereby empowered, either individually or jointly, to engage or participate in the establishment of water conservation and flood control projects within the limits of such city, town, or county:

(a) for the protection or reclamation of property situated therein from floods or high waters and to protect property therein from the effects of floodwater; and

(b) for the conservation, development, storage, distribution, drainage, and utilization of water for purposes beneficial to the district.

(2) Purposes beneficial to the district include but are not limited to industrial and municipal water supply, recreation and wildlife, irrigation, streamflow stabilization, household and domestic use, and pollution abatement whenever the establishment of such a water conservation and flood control system shall, in the judgment of the city council, board of county commissioners, or other governing body, be conducive to public convenience and welfare.

History: En. Sec. 1, Ch. 272, L. 1965; amd. Sec. 1, Ch. 284, L. 1967; R.C.M. 1947, 89-3301(part).

Compiler's Comments

Severability Clause: Section 15, Ch. 272, L. 1965, was a severability clause.

76-5-1102. Types of projects. Such cities, towns, or counties in accordance with the provisions of this part, individually, jointly, or severally or in cooperation with the federal or state government or any department or agency thereof and with each other, may deepen, widen, straighten, alter, change, divert, or otherwise improve the watercourses within or without their limits by constructing levees, dikes, embankments, structures, impounding reservoirs, or conduits and improve, widen, and establish streets, alleys, and boulevards across and adjacent to the abandoned or new channel or conduit and provide for the payment of the cost and maintenance of such project or projects under the terms of this part.

History: En. Sec. 1, Ch. 272, L. 1965; amd. Sec. 1, Ch. 284, L. 1967; R.C.M. 1947, 89-3301(part).

76-5-1103. Water conservation and flood control activities declared public purpose. Such water conservation and flood control activities and their establishment, construction, operation, and maintenance as authorized by this part are declared to be for the protection of the tax base of the city, town, or county; for the protection of public roads, lands, and improvements; for the protection of the public health, sanitation, and safety; and for improvement of the general welfare.

History: En. Sec. 2, Ch. 272, L. 1965; amd. Sec. 2, Ch. 284, L. 1967; R.C.M. 1947, 89-3302.

76-5-1104. Construction of part. (1) This part and each section thereof shall be construed as granting additional power without limiting the power already existing in cities, towns, and counties.

(2) The provisions of this part and the methods of organization of water conservation and flood control projects are hereby declared to be an alternative method to any other method proposed by any law now in existence or hereafter enacted for the creation of such projects, and it is hereby declared that no provision hereof shall be amended or repealed by implication or otherwise as being in conflict with any existing law or future enactment unless specifically so declared by the legislature.

History: (1)En. Sec. 13, Ch. 272, L. 1965; Sec. 89-3313, R.C.M. 1947; (2)En. Sec. 12, Ch. 284, L. 1967; Sec. 89-3314,

R.C.M. 1947; R.C.M. 1947, 89-3313, 89-3314.

76-5-1105. Division of work into parts. Whenever any city, town, or county has begun a water conservation or flood control system, or both, under this part, the council, board, or other governing body shall have the power to divide the work into parts, sections, or districts; to omit parts of said work; and to contract for any part or section separately and proceed therewith the same as if the entire work or improvements were contracted for, done, or made.

History: En. Sec. 11, Ch. 272, L. 1965; amd. Sec. 11, Ch. 284, L. 1967; R.C.M. 1947, 89-3311.

76-5-1106. Requirements to change project boundaries — election. The boundaries of a project once established may not be extended without approval by a majority of the electors residing in the area proposed to be annexed. The election must be held in accordance with the provisions of Title 13, chapter 1, part 5.

History: En. Sec. 1, Ch. 272, L. 1965; amd. Sec. 1, Ch. 284, L. 1967; R.C.M. 1947, 89-3301(part); amd. Sec. 238, Ch. 49, L. 2015.

Compiler's Comments

2015 Amendment: Chapter 49 substituted "approval by" for "the vote of", at beginning of second sentence deleted "Such electors are to be determined", and substituted "Title 13, chapter 1, part 5" for "76-5-1117"; and made minor changes in style. Amendment effective November 4, 2015.

76-5-1107. Direction and construction responsibility of state or federal government — local role. This part contemplates that the actual direction of the project and the doing of the work in connection therewith is assumed by either the state or the federal government and the city, town, or county provides and assumes the cost of necessary right-of-way over and above such contributions in that regard as the federal government may choose to make. Under such limitation, all appropriate portions of this part shall apply.

History: En. Sec. 6, Ch. 272, L. 1965; amd. Sec. 5, Ch. 284, L. 1967; R.C.M. 1947, 89-3306.

76-5-1108. Acquisition of property. (1) Cities, towns, and counties may acquire by gift, purchase, or condemnation pursuant to Title 70, chapter 30, private property within the limits of the project that may be necessary to carry into effect the provisions of this part and to provide an outlet for the watercourses, either natural or artificial. Watercourses may be deepened, widened, straightened, altered, changed, diverted, or otherwise improved under the provisions of this part. Property rights that may be acquired include the right to cross railroad right-of-way and property and highway right-of-way and property so as not to impair the previous public use.

(2) All applicable provisions of Title 70, chapter 30, apply to the condemnation of property under this section.

History: En. Sec. 3, Ch. 272, L. 1965; amd. Sec. 3, Ch. 284, L. 1967; R.C.M. 1947, 89-3303; amd. Sec. 92, Ch. 125, L. 2001.

Compiler's Comments

2001 Amendment: Chapter 125 in (1) inserted reference to Title 70, chapter 30; in (2) substituted "All applicable provisions of Title 70, chapter 30, apply to the condemnation of property under this section" for "All provisions of the laws of Montana relating to the condemnation of lands for public purposes shall apply to the provisions thereof insofar as applicable"; and made minor changes in style. Amendment effective October 1, 2001.

Interim Study Bill — Eminent Domain: Chapter 125, L. 2001, was enacted as a result of an interim study. See Eminent Domain in Montana, published by the Legislative Environmental Policy Office, May 2001.

Cross-References

Eminent domain, Art. II, sec. 29, Mont. Const.; Title 70, ch. 30.

76-5-1109. Contracts for use of railroads and highways. A city, town, or county may contract with a railroad company or with the department of transportation for the use of railroad or highway rights-of-way and embankments and other railroad or highway property which can be utilized by the city, town, or county for the purpose of water conservation or flood control or protection as part of its water conservation or flood control system, or both, for a period not exceeding 99 years.

History: En. Sec. 10, Ch. 272, L. 1965; amd. Sec. 10, Ch. 284, L. 1967; amd. Sec. 207, Ch. 316, L. 1974; R.C.M. 1947, 89-3310; amd. Sec. 3, Ch. 512, L. 1991.

Compiler's Comments

1991 Amendment: Substituted references to Department of Transportation for references to Department of Highways. Amendment effective July 1, 1991.

76-5-1110. Cooperation with governmental, public, and private agencies. (1) Cities, towns, and counties may in accordance with the provisions of this part:

(a) accept funds and property or other assistance, financial or otherwise, from federal, state, and other public or private sources for the purpose of aiding the construction and maintenance of water conservation and flood control projects; and

(b) cooperate and contract with the state or federal government or any department or agency thereof in furnishing assurances and meeting local cooperation requirements of any project involving control, conservation, and use of water.

(2) Cities, towns, and counties may also enter into agreement with the federal government to maintain levees, dikes, or other construction and to do all other acts required by the federal government in maintaining the work when completed.

History: En. Secs. 4, 7, Ch. 272, L. 1965; amd. Secs. 4, 6, Ch. 284, L. 1967; R.C.M. 1947, 89-3304, 89-3307(part).

76-5-1111. Apportionment of costs. (1) The cost of all right-of-way acquired by purchase or condemnation pursuant to Title 70, chapter 30, together with any other property rights that may be required in furtherance of projects under this part, may be borne by the city, town, or county.

(2) The work of actual construction and the cost of construction may be borne by the federal government.

History: En. Sec. 5, Ch. 272, L. 1965; R.C.M. 1947, 89-3305; amd. Sec. 93, Ch. 125, L. 2001.

Compiler's Comments

2001 Amendment: Chapter 125 in (1) inserted reference to Title 70, chapter 30; and made minor changes in style. Amendment effective October 1, 2001.

Interim Study Bill — Eminent Domain: Chapter 125, L. 2001, was enacted as a result of an interim study. See Eminent Domain in Montana, published by the Legislative Environmental Policy Office, May 2001.

76-5-1112. Sources of funds for cost of acquiring right-of-way and other costs. (1) The council, board, or governing body shall have power to allocate a portion of the street or road fund, as the case may be, for the purpose of acquiring right-of-way or the operation and maintenance of completed projects.

(2) Cities, towns, and counties in furtherance of such water conservation and flood control projects may accept contributions to enable them to pay for necessary right-of-way.

(3) The council, board of county commissioners, or other governing body shall also have the authority to receive and accept appropriations and contributions from any source of either money or property or other things of value to be held, used, and applied for the purposes provided in this part.

History: (1)En. Sec. 8, Ch. 272, L. 1965; amd. Sec. 7, Ch. 284, L. 1967; Sec. 89-3308, R.C.M. 1947; (2)En. Sec. 7, Ch. 272, L. 1965; amd. Sec. 6, Ch. 284, L. 1967; Sec. 89-3307, R.C.M. 1947; (3)En. Sec. 9, Ch. 284, L. 1967; Sec. 89-3309.1, R.C.M. 1947; R.C.M. 1947, 89-3307(part), 89-3308, 89-3309.1(part).

76-5-1113. Special assessments for operation and maintenance authorized. (1) Any city, town, or county that shall establish a water conservation or flood control system, or both, pursuant to this part may for the purpose of providing funds for the operation and maintenance thereof levy an annual special assessment against all real property in the area benefiting from such system.

(2) Such special assessments for the operation and maintenance of any system authorized by this part shall be levied as are other special improvement levies as required by law.

History: En. Sec. 9, Ch. 272, L. 1965; amd. Sec. 8, Ch. 284, L. 1967; R.C.M. 1947, 89-3309(part).

Cross-References

Special improvement district assessments, Title 7, ch. 12, part 41.

76-5-1114. Determination of assessment. (1) The special assessment shall be:

(a) levied against each lot or parcel of land in the benefited area for that portion of the money required which its area bears to the total area of all of the lands to be assessed; or

(b) at the option of the governing body of the city, town, or county, as the case may be, based upon the taxable valuation, as stated in the last-completed county assessment roll, of the lots or parcels of land, exclusive of improvements thereon, within said benefited area; in which case each lot or parcel of land to be assessed shall be assessed with that part of the amount of money required which its taxable valuation bears to the total taxable valuation of all of the lands to be assessed.

(2) However, where the benefited area lies in more than one county or lies both within a county and also a city or town, the same method of assessment shall be used for each governing body.

History: En. Sec. 9, Ch. 272, L. 1965; amd. Sec. 8, Ch. 284, L. 1967; R.C.M. 1947, 89-3309(part).

76-5-1115. Fees and charges authorized. Cities, towns, and counties may for the purpose of providing funds for the operation and maintenance of completed projects fix, maintain, and collect fees, rents, tolls, and other charges for services rendered or facilities provided.

History: En. Sec. 9, Ch. 284, L. 1967; R.C.M. 1947, 89-3309.1(part).

76-5-1116. Determination of fees and charges. (1) In fixing the rate, fee, toll, or rent for water furnished for household use, domestic use, irrigation use, industrial use, and municipal use and for water used for streamflow stabilization, the governing body shall charge a fee sufficient to pay the proportionate share of the repairs, maintenance, and operating expenses as the use bears in economic value to the total economic value of the total use of the facilities of the project or projects. The economic value is to be determined by the governing body.

(2) For the benefits received by areas within the boundaries of the project or projects for flood prevention, flood control, and pollution abatement, the governing body shall determine a reasonable valuation or charge. The valuation or charge must be certified by the governing body to the county commissioners prior to the time general taxes are levied and assessed. Subject to 15-10-420, the county commissioners shall levy a special assessment as provided for in 76-5-1113 and 76-5-1114 against the area or areas sufficient to provide revenue for the repairs, maintenance, and operating expenses of the project.

(3) For recreation use the governing body shall first determine the share of the costs of operation, repairs, and depreciation to be charged against recreation uses and from this figure shall subtract the estimated amount of fees and tolls collected for recreation uses. The deficiency, if any, must be certified to the county commissioners, and subject to 15-10-420, special assessments must be levied by the county commissioners in the manner provided in this section.

History: En. Sec. 9, Ch. 284, L. 1967; R.C.M. 1947, 89-3309.1(part); amd. Sec. 144, Ch. 584, L. 1999.

Compiler's Comments

1999 Amendment: Chapter 584 in (2) and (3) inserted reference to 15-10-420; and made minor changes in style. Amendment effective May 10, 1999.

Severability: Section 172, Ch. 584, L. 1999, was a severability clause.

Retroactive Applicability: Section 175, Ch. 584, L. 1999, provided that this section applies retroactively, within the meaning of 1-2-109, to tax years beginning after December 31, 1998.

76-5-1117. Bonds authorized — procedure. Cities, towns, and counties are authorized to contract indebtedness and to issue special improvement district or rural improvement district bonds to provide funds for the payment of the cost of improvements contemplated by this part by following the procedures established for the issuance of such bonds under the provisions of Title 7, chapter 12, part 42, as to cities and towns and Title 7, chapter 12, part 21, as to counties. Payment and security for the bonds shall be provided by following the following procedures:

(1) Tax assessments for the payment of the bonds shall be levied in accordance with Title 7, chapter 12, parts 41 and 42, or Title 7, chapter 12, part 21, as to cities and counties, respectively, or 76-5-1114(1).

(2) A revolving fund, to be pledged for the security of the bonds, must be established pursuant to the provisions of Title 7, chapter 12, part 42, as to cities and towns, and Title 7, chapter 12, part 21, as to counties, by the governing body authorizing the issuance of the bonds.

History: En. Sec. 12, Ch. 272, L. 1965; amd. Sec. 1, Ch. 239, L. 1971; R.C.M. 1947, 89-3312; amd. Sec. 15, Ch. 266, L. 1979; amd. Sec. 1, Ch. 209, L. 1981.

Compiler's Comments

1981 Amendment: Substituted "or" for "and" following "Title 7, chapter 12, parts 41 and 42" and added "or 76-5-1114(1)" in (1).

DRAINAGE AND FLOOD CONTROL DISTRICT
Title 85, Chapter 8, MCA

- Started in 1921 just for drainage; later amended in 1957 for Flood Control Projects
- Formed through petition to Court by owners of 1/3 of area proposed to be benefitted. Petition includes name, necessity, general description and names of owners of all land in proposed District. 85-8-101
- Area doesn't need to be contiguous as long as benefitted. 85-8-103
- Notice mailed to all landowners and hearing on sufficiency of petition. 85-8-111
- If Court finds petition OK, creates District divides into 3 divisions and appoints commissioner for each division. 85-8-121
- Commissioners thereafter elected for 3 year terms. 85-8-302
- County Treasurer controls District Funds. 85-8-312
- Commissioners give annual report to Court. 85-8-313
- Court controls compensation of Commissioners. 85-8-314
- Commissioners prepare preliminary reports which include final decisions on boundaries and a feasibility plan. 85-8-321
- Publish Notice and hold hearing on preliminary report. 85-8-323
- Non-jury trial – Court finds benefits outweigh damages and makes order (appealable to Montana Supreme Court). 85-8-327
- Commissioners prepare final report to Court with plans and costs. 85-8-341
- Proposed assessments can be against land and improvements if voters approve. 85-8-342
- Hearing on final report (after published notice) and Court confirms report. 85-8-347
- Payment to landowners to be damaged or taken District must be tendered before construction takes place. 85-8-364
- Annual Report by Commissioners of costs to maintain and notice for court hearing on report and maintenance assessments. 85-8-368

- Commissioners can borrow money and issue bonds. 85-8-501
- Commissioners certify to DOR assessments for District Bond payments and District maintenance on all lands in District by 3rd Monday in August and County Treasurer collects with taxes. 85-8-601
- Assessments are lien against properties. 85-8-612
- If more money is needed for construction, go to Court and have additional hearing after published Notice. 85-8-615
- Vote required if District intends to have assessments based on value of land and improvements – Simple majority of voters approves. 85-8-624
- Drainage District laws and process applies to Flood Control Projects. 85-8-701
- Bonds/Assessments for Flood Control Projects may have term of up to 50 years. 85-8-702

RESOLUTION NO. 4061

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONSTRUCTION CONTRACT WITH CENTURY COMPANIES, INC., A MONTANA CORPORATION, FOR PAVING IN MAINTENANCE DISTRICTS 204 AND 205

WHEREAS, the City has advertised for and accepted bids for paving within Maintenance Districts 204 and 205 in Miles City, Montana;

AND WHEREAS Century Companies, Inc., a Montana corporation, of Lewistown, Montana was the lowest responsible bidder for such project;

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

1. The Contract for paving services attached hereto as Exhibit "A," is hereby approved and adopted by this Council;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Contract 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 Contract 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 13TH DAY OF JUNE, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

CONTRACT

THIS CONTRACT, made as of the _____ of _____ 2017, by and between the **CITY OF MILES CITY, MONTANA**, hereinafter called the **OWNER** and _____, hereinafter called **CONTRACTOR**, that said **CONTRACTOR**, if a corporation organized under the laws of any state or other jurisdiction other than the State of Montana, represents that it is licensed and registered to do business in the State of Montana.

WHEREAS, the **OWNER** desires to have the following work completed by **CONTRACTOR**: mix, pave, overlay, roll, blade, compact, haul, and the doing of all other work necessary and incidental to the performance of all in maintenance districts 204 and 205, hereinafter called the **PROJECT**, in accordance with the Drawings, Specifications and other Contract Documents prepared by the City Public Works Office, City of Miles City, Miles City, Montana, 59301, hereinafter called **PUBLIC WORKS**;

AND WHEREAS, the **CONTRACTOR** desires to complete said **PROJECT**;

NOW, THEREFORE, THE **OWNER** and **CONTRACTOR** for the considerations herein set forth, agree as follows:

THE **CONTRACTOR AGREES** to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the **PROJECT** described herein, in strict compliance with the **CONTRACT DOCUMENTS**, which are hereby made a part of the Contract. Contractor has examined and carefully studied the **CONTRACT DOCUMENTS**, has visited the **PROJECT** site, and is familiar with and satisfied as to all federal, state and local laws and

regulations that may affect cost, progress or performance of its obligations hereunder, and agrees that the **CONTRACT DOCUMENTS** are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of work necessary to complete the **PROJECT**.

A. CONTRACT TIME: Work under this Contract shall be commenced upon written notice to proceed and shall be completed within **45** working days of the commencement of the Contract Time as defined in the General Conditions. All time limits in this **CONTRACT**, including but not limited to milestones, substantial completion, and completion, are material requirements under this **CONTRACT**.

B. LIQUIDATED DAMAGES: Subject to the provisions of the General Conditions, the **OWNER** shall be entitled to liquidate damages in the amount of **TWO HUNDRED DOLLARS (\$200.00)**, for each working day delay in the completion of the **CONTRACT**.

C. SUB-CONTRACTORS: **THE CONTRACTOR** agrees to bind every sub-contractor by the terms of the **CONTRACT DOCUMENTS**. The **CONTRACT DOCUMENTS** shall not be construed as creating any contractual relation between any sub-contractor and the **OWNER**.

THE OWNER AGREES to pay and the **CONTRACTOR** agrees to accept, in full payment for the performance of this **CONTRACT**, the **CONTRACT** amount of

_____ , (\$ _____) based on

the prices stipulated in the **PROPOSAL**, and in accordance with the provisions of the **CONTRACT DOCUMENTS**.

D. PROGRESS PAYMENTS will be made in accordance with the **GENERAL**

CONDITIONS.

E. "CONTRACT DOCUMENTS": The term "**CONTRACT DOCUMENTS**" as used herein shall mean and include the following:

- a. (This Instrument)
- b. Performance and Payment Bond
- c. Addenda to **CONTRACT DOCUMENTS** (if any)
- d. Legal and Procedural Documents:
 - 1. Proposal
 - 2. Information for Bidders
 - 3. Advertisement for Bids
- e. Special Provisions
 - 1. Montana Public Works Standard Specification, Sixth Edition
Available for review in the Engineering Department at City Hall
- f. Drawings
- g. Detailed Specification Requirements
- h. General Conditions
 - 1. EJCDC C-700 Standard General Conditions of the
Construction Contract, as may be revised from time to time
- i. Information for Bidders

F. AUTHORITY AND RESPONSIBILITY OF PUBLIC WORKS: All work shall be done under the general surveillance of **PUBLIC WOKS**. **PUBLIC WORKS** shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of **DRAWINGS** and **SPECIFICATIONS** and all questions as to the acceptable fulfillment of the **CONTRACT** on

the part of **CONTRACTOR**. In acting in this capacity under this **CONTRACT, PUBLIC WORKS** is acting as the agent of the **OWNER** to protect the interests of the **OWNER** and to insure that the **CONTRACTOR'S** work is done in full compliance with the terms of this **CONTRACT** and this service does not include direction or supervision of the **CONTRACTOR'S** employees, agents or subcontractors, or the inspection of any of the equipment, installations, temporary storing, or any other of the **CONTRACTOR'S** operations or those of his subcontractors, to safeguard their agents or employees, or the general public, or to prevent damage to public or private property, this being the sole responsibility of the **CONTRACTOR**.

G. SUCCESSORS AND ASSIGNS: **THIS CONTRACT** and all of the covenants hereof shall insure to the benefit of, be binding upon the **OWNER** and **CONTRACTOR** respectively, and his partners, successors, assigns and legal representatives. **NEITHER THE OWNER** nor the **CONTRACTOR** shall have the right to assign or transfer his interests or obligations hereunder without written consent of the other party.

H. PREFERENCE FOR EMPLOYMENT OF MONTANA RESIDENTS AND PAYMENT OF PREVAILING WAGES: Pursuant to 18-2-403 MCA the **CONTRACTOR** is required to give preference to the employment of bona fide Montana residents in the performance of the work. The **CONTRACTOR** is required to pay:

a. the travel allowance that is in effect and applicable to the district in which the work is being performed; and

b. the standard prevailing rate of wages, including fringe benefits, that is in effect and applicable to the district in which the work is being performed.

Each **CONTRACTOR** and employer is required to maintain payroll records in a manner readily

capable of being certified for submission under 18-2-423 MCA, for not less than 3 years after the **CONTRACTOR'S** or employer's completion of work on the project.

Each **CONTRACTOR** is required to post a statement of all wages and fringe benefits in compliance with 18-2-423 MCA.

Attached hereto as Exhibit "A", and made a part hereof, is a statement, for each job classification, the standard prevailing wage rate, including fringe benefits, that the **CONTRACTOR** and employers shall pay during construction of the project;

I. NON-DISCRIMINATION: All hiring by **CONTRACTOR** must be on the basis of merit and qualifications and there shall not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this **CONTRACT**.

IN WITNESS WHEREOF, the parties have made and executed this **CONTRACT** the day and year first above written.

City of Miles City
OWNER

BY: _____
John Hollowell

TITLE: Mayor

City of Miles City

BUSINESS ADDRESS

P.O. Box 910

Miles City, MT 59301
CITY STATE

CONTRACTOR

BY: _____

TITLE: _____

BUSINESS ADDRESS

CITY STATE

RESOLUTION NO. 4062

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MILES CITY AIRPORT AND THE CITY OF MILES CITY AS TO RENT PAYMENT FOR CORS ANTENNA SYSTEM.

WHEREAS, the City of Miles City has placed a CORS Antenna System on Miles Airport property with Airport permission;

AND WHEREAS, the City and Airport have agreed that rent payment in the amount of \$75.00/month for placement of such antenna is reasonable and appropriate;

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

1. The rent agreement between the City and the Airport as to rent payment for placement of the City's CORS Antenna System, 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.

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 13th DAY OF JUNE, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk



MILES CITY AIRPORT

FRANK WILEY FIELD



17 So. 8th St. PO Box 910
Miles City, Montana 59301

Phone: 406.234.1296
FAX: 406.234.3668

March 9, 2017

In order to remain in compliance with Federal Aviation Agency Grant Assurance Obligations, the City of Miles City will compensate the Airport with a payment of Seventy Five dollars (\$ 75.00) per month for the placement of the CORS Antenna system at the Miles City Airport.

This Agreement shall be subordinate to the provisions of any existing or future agreement between the City of Miles City Airport and the FAA (United States) relative to the operation or Maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of the Airport. The City of Miles City will further insure the CORS Antenna system will not impede or interfere with the Airport Master Plan or any future plans

This agreement is subject to maximum annual escalation of 4%.

This agreement will commence on _____ 2017.

Representative for City of Miles City

Date

Representative for Miles City Airport

Date

RESOLUTION NO. 4063

**A RESOLUTION APPROVING AN EXTENSION OF LEASE AGREEMENT
BETWEEN THE CITY OF MILES CITY AND LINDA LARSEN FOR THE LEASE OF
CERTAIN INDUSTRIAL SITE PROPERTY.**

WHEREAS, the City owns certain real property located in the Industrial Site, which it currently leases to Tenant pursuant to a certain Lease Agreement dated June 6, 1967 and approved by Resolution #1618, said property described as: Lot 2 and the east half of Lot 3 of Tract "E" of the Industrial Site West of Miles City, Montana, containing approximately 40,500 square feet, more or less;

AND WHEREAS, the City is in the process of revising its lease policies, which may impact the further extension or renewal of the Lease Agreement, and the parties desire in the interim to extend the term of the existing Lease Agreement by a period of one year, at the current City lease rates;

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

1. The "Extension of Lease Agreement" between the City and Linda Larson for Lydia Stratford (deceased), as set forth in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted by this Council.

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

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A 2/3 VOTE OF THE
CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR
MEETING THIS 13th DAY OF JUNE, 2017.**

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

EXTENSION OF LEASE AGREEMENT

This EXTENSION OF LEASE AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the **City of Miles City, Montana**, a Montana municipal corporation, of 17 S. Eight Street, Miles City, Montana 59301, hereinafter "City," and **Linda Larsen for Lydia Stratford (deceased)** of 2001 Plaza Dr., Billings, MT 59102, hereinafter referred to as Tenant;

RECITALS

WHEREAS, the City owns certain real property located in the Industrial Site, which it currently leases to Tenant pursuant to a certain Lease Agreement dated June 6, 1967 and approved by Resolution #1618, said property described as: Lot 2 and the east half of Lot 3 of Tract "E" of the Industrial Site West of Miles City, Montana, containing approximately 40,500 square feet, more or less;

AND WHEREAS, said Lease Agreement calls for an initial term which expires June 30, 2017;

AND WHEREAS, the City is in the process of revising its lease policies, which may impact the further extension or renewal of the Lease Agreement, and the parties desire in the interim to extend the term of the existing Lease Agreement by a period of one year, at the current City lease rates;

AND WHEREAS, the City passed Resolution 3930, establishing rental rates for properties located within the Industrial Site for FY2016-2017, which remain in effect as the same have not been subsequently revised;

NOW, THEREFORE, it is agreed by the parties as follows:

1. Recitals. The foregoing recitals are incorporated as if fully set forth herein.
2. Renewal. The Lease Agreement between City and Tenant is hereby extended for a period of one (1) year, and shall have an expiration date of June 30, 2018.
3. Rate. The lease rate for said property shall be based on the current rate of \$0.025 per square foot per year, or \$1,012.50 per year.
4. Other Terms. All other terms of the Lease Agreement shall remain in full force and effect.

City of Miles City

By: _____

John Hollowell, Mayor

Tenant:

By: _____

ATTEST:

Lorrie Pearce, City Clerk



RESOLUTION NO. 4064

**A RESOLUTION APPROVING AN EXTENSION OF LEASE AGREEMENT
BETWEEN THE CITY OF MILES CITY AND UNITED PARTS & SUPPLY, L.L.C.
FOR THE LEASE OF CERTAIN INDUSTRIAL SITE PROPERTY.**

WHEREAS, the City owns certain real property located in the Industrial Site, which it currently leases to **United Parts & Supply, LLC** pursuant to a certain Lease Agreement dated May 9, 2012, and approved by Resolution 3487, said property described as:

Parcel 1 of the Anderson Tract, Tract "E" of the Industrial Site west of Miles City, Montana, containing approximately 55,432 square feet, (1.27 acres) more or less; and

AND WHEREAS, said Lease Agreement calls for the Initial Lease term which expires June 30, 2017;

AND WHEREAS, the Tenant has given its notice of intent to exercise its option to purchase in accordance with the terms of the Lease Agreement;

AND WHEREAS, as the parties are still completing the steps necessary to complete the purchase of the leasehold, it is necessary for the parties to renew said Lease Agreement pursuant to Section IV of the Lease Agreement for an additional 15 year term;

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

1. The "Renewal of Lease Agreement" between the City and **United Parts and Supply, L.L.C.** as set forth in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted by this Council.

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A 2/3 VOTE OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 13th DAY OF JUNE, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

RENEWAL OF LEASE AGREEMENT

This RENEWAL OF LEASE AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the **City of Miles City, Montana**, a Montana municipal corporation, of 17 S. Eight Street, Miles City, Montana 59301, hereinafter "City," and **United Parts and Supply, L.L.C.** of PO Box 567, Miles City, MT 59301, hereinafter referred to as Tenant;

RECITALS

WHEREAS, the City owns certain real property located in the Industrial Site, which it currently leases to **United Parts & Supply, LLC** pursuant to a certain Lease Agreement dated May 9, 2012, and approved by Resolution 3487, said property described as:

Parcel 1 of the Anderson Tract, Tract "E" of the Industrial Site west of Miles City, Montana, containing approximately 55,432 square feet, (1.27 acres) more or less; and

AND WHEREAS, said Lease Agreement calls for the Initial Lease term which expires June 30, 2017;

AND WHEREAS, the Tenant has given its notice of intent to exercise its option to purchase in accordance with the terms of the Lease Agreement;

AND WHEREAS, as the parties are still completing the steps necessary to complete the purchase of the leasehold, it is necessary for the parties to renew said Lease Agreement pursuant to Section IV of the Lease Agreement for an additional 15 year term;

NOW, THEREFORE, it is agreed by the parties as follows:

1. Recitals. The foregoing recitals are incorporated as if fully set forth herein.

2. Renewal. The Lease Agreement is hereby renewed pursuant to Paragraph IV(A) for a period of fifteen (15) years, at the stated lease rate of \$1,829.00 per year from July 1, 2017 through June 30, 2022; \$2,012.00 per year from July 1, 2022 through June 30, 2027; and \$2,213.00 from July 1, 2027 through June 30, 2032.

City of Miles City

By: _____
John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Tenant:

By: _____



RESOLUTION NO. 4065

**A RESOLUTION APPROVING AN EXTENSION OF LEASE AGREEMENT
BETWEEN THE CITY OF MILES CITY AND THE TIRE GUYS DBA TIRE RAMA
FOR THE LEASE OF CERTAIN INDUSTRIAL SITE PROPERTY.**

WHEREAS, the City owns certain real property located in the Industrial Site, which it currently leases to **The Tire Guys DBA Tire Rama** pursuant to a certain Lease Agreement dated September 25, 2011 and approved by Resolution 3438 and amended May 14, 2012 by Resolution 3488, said property described as:

Balsam Tract, Tract "E" of the Industrial Site west of Miles City, Montana, containing approximately 150,079 square feet, more or less; and

Parcel 2 of the Anderson Tract, Tract "E" of the Industrial Site West of Miles City, Montana, containing approximately 83,134 square feet, more or less;

Totaling approximately 233,213 square feet (5.3538 acres), more or less,

AND WHEREAS, said Lease Agreement calls for the Initial Lease term which expired June 30, 2016;

AND WHEREAS, the Tenant has previously given its notice of intent to exercise its option to purchase in accordance with the terms of the Lease Agreement;

AND WHEREAS, as the parties are still completing the steps necessary to complete the purchase of the leasehold, it is necessary for the parties to renew said Lease Agreement pursuant to Section IV of the Lease Agreement for an additional 15 year term, effective July 1, 2016;

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

1. The "Renewal of Lease Agreement" between the City and **The Tire Guys DBA Tire Rama** as set forth in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted by this Council.

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

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A 2/3 VOTE OF THE
CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR
MEETING THIS 13th DAY OF JUNE, 2017.**

ATTEST:

John Hollowell, Mayor

Lorrie Pearce, City Clerk

EXHIBIT A

RENEWAL OF LEASE AGREEMENT

This RENEWAL OF LEASE AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the **City of Miles City, Montana**, a Montana municipal corporation, of 17 S. Eight Street, Miles City, Montana 59301, hereinafter "City," and **The Tire Guys DBA Tire Rama** of PO Box 23500, Billings, MT 59104, hereinafter referred to as Tenant;

RECITALS

WHEREAS, the City owns certain real property located in the Industrial Site, which it currently leases to **The Tire Guys DBA Tire Rama** pursuant to a certain Lease Agreement dated September 25, 2011 and approved by Resolution 3438 and amended May 14, 2012 by Resolution 3488, said property described as:

Balsam Tract, Tract "E" of the Industrial Site west of Miles City, Montana, containing approximately 150,079 square feet, more or less; and

Parcel 2 of the Anderson Tract, Tract "E" of the Industrial Site West of Miles City, Montana, containing approximately 83,134 square feet, more or less;

Totaling approximately 233,213 square feet (5.3538 acres), more or less,

AND WHEREAS, said Lease Agreement calls for the Initial Lease term which expired June 30, 2016;

AND WHEREAS, the Tenant has previously given its notice of intent to exercise its option to purchase in accordance with the terms of the Lease Agreement;

AND WHEREAS, as the parties are still completing the steps necessary to complete the purchase of the leasehold, it is necessary for the parties to renew said Lease Agreement pursuant to Section IV of the Lease Agreement for an additional 15 year term, effective July 1, 2016;

NOW, THEREFORE, it is agreed by the parties as follows:

1. Recitals. The foregoing recitals are incorporated as if fully set forth herein.
2. Renewal. The Lease Agreement is hereby renewed pursuant to Paragraph IV(A) for a period of fifteen (15) years, at the stated lease rate of \$7,696.00 per year from July 1, 2016 through June 30, 2021; \$8,466.00 per year from July 1, 2021 through June 30, 2026; and \$9,313.00 from July 1, 2026 through June 30, 2031.

City of Miles City

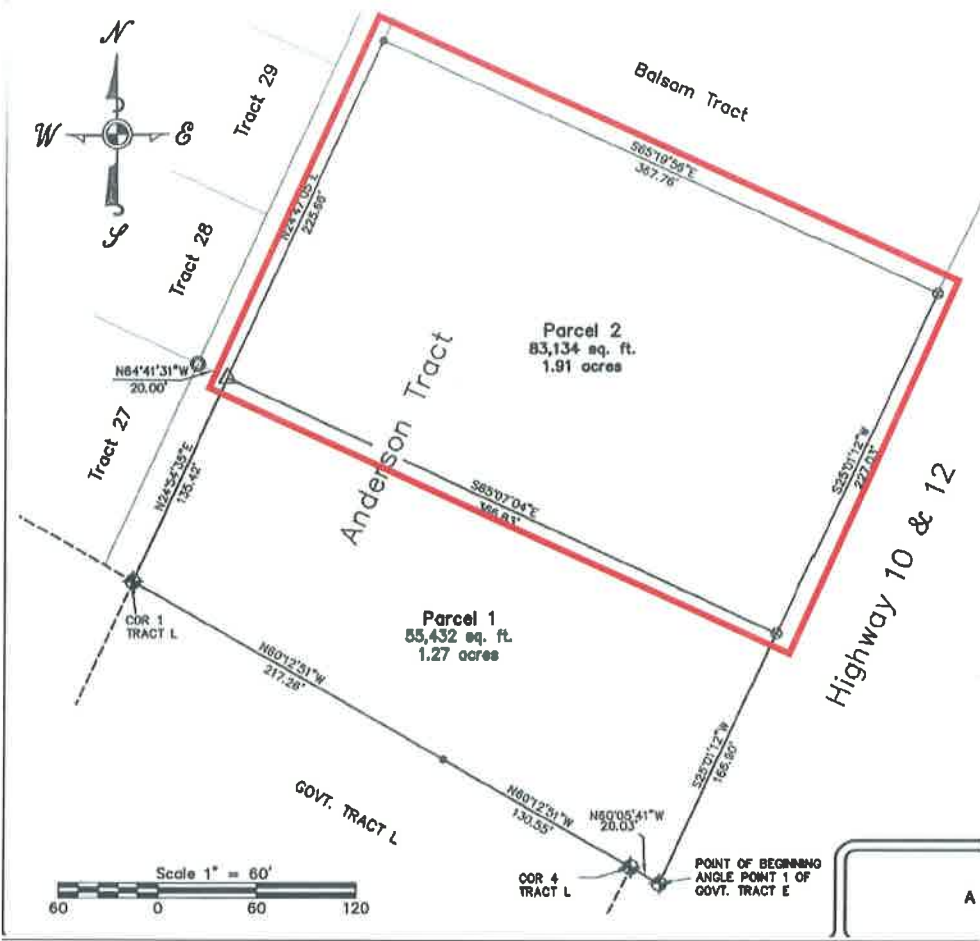
By: _____
John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Tenant:

By: _____



A

RESOLUTION NO. 4066

A RESOLUTION CORRECTING THE LEGAL DESCRIPTION OF CERTAIN INDUSTRIAL SITE PROPERTIES LEASED TO JERRY SINGLETON, AND ALLOWING FOR INSTALLATION OF A TRUCK SCALE.

WHEREAS, the CITY currently leases certain property within Industrial Site known as Lot 27 of Tract "E" of the Industrial Site West of Miles City, Montana, containing approximately 35,567 square feet, more or less, to Jerry Singleton (Tenant) pursuant to an assignment of lease approved by Resolution 4008, of the original lease between the City and C.M. Cattle, Co. dated June 28, 1996 which was approved by Resolution No. 2781;

AND WHEREAS, the leasehold intended to encompass Tract Q of the Industrial Site, containing 1.50 acres, more or less;

AND WHEREAS, the Tenant has made a request to install a truck scale on said parcel of property, at which time the error in legal description was observed;

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

That the "Addendum to Lease Agreement" attached hereto as Exhibit "A," and made a part hereof, is hereby approved by the City Council of the City of Miles City.

PASSED AND ADOPTED BY A 2/3 VOTE of the City Council this 13th day of June, 2017.

By: _____
John Hollowell, Mayor

Attest:

Lorrie Pearce, City Clerk

ADDENDUM TO LEASE AGREEMENT

This ADDENDUM, made and entered into this ___ day of _____, 2017, by and between the City of Miles City, Montana, a Montana municipal corporation, of 17 S. 8th Street, Miles City, Montana 59301, hereinafter "CITY," and Jerry Singleton, of Rt 1, Box 2008, Miles City, Montana, hereinafter "TENANT,"

WHEREAS, the CITY currently leases certain property within the Industrial Site known as Lot 27 of Tract "E" of the Industrial Site West of Miles City, Montana, containing approximately 35,567 square feet, more or less, to Jerry Singleton, pursuant to a lease agreement dated June 28, 1996 (Resolution 2781) as assigned through Resolution 4088 (the "Lease Agreement);

AND WHEREAS, a parcel of property has been omitted from the lease, being Tract "Q" of the Industrial Site West of Miles City, Montana, containing approximately 1.50 acres (65,509.52 square feet), more or less;

AND WHEREAS, Tenant has requested permission to install a truck scale on Tract Q;

NOW, THEREFORE, the parties hereto agree as follows:

INCLUSION OF TRACT Q

The legal description of said lease is amended to include Tract "Q" of the Industrial Site West of Miles City, Montana, containing approximately 1.50 acres (65,509.52 square feet), more or less, as depicted in the attached Exhibit "1."

The rental amount for Tract "E" and Tract "Q" shall be a combined amount of \$2,021.53 per year.

ADDITIONAL USE

Tenant shall be authorized to construct a truck scale on Tract "Q," and to operate the same.

NO OTHER MODIFICATION

The Lease Agreement, as assigned, shall remain unchanged except as expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT OF LEASE AGREEMENT the date and year first hereinabove written.

CITY OF MILES CITY:

By: _____
John Hollowell, Mayor

Attest:

Lorrie Pearce, City Clerk

Exhibit "A"

Tenant

Jerry Singleton

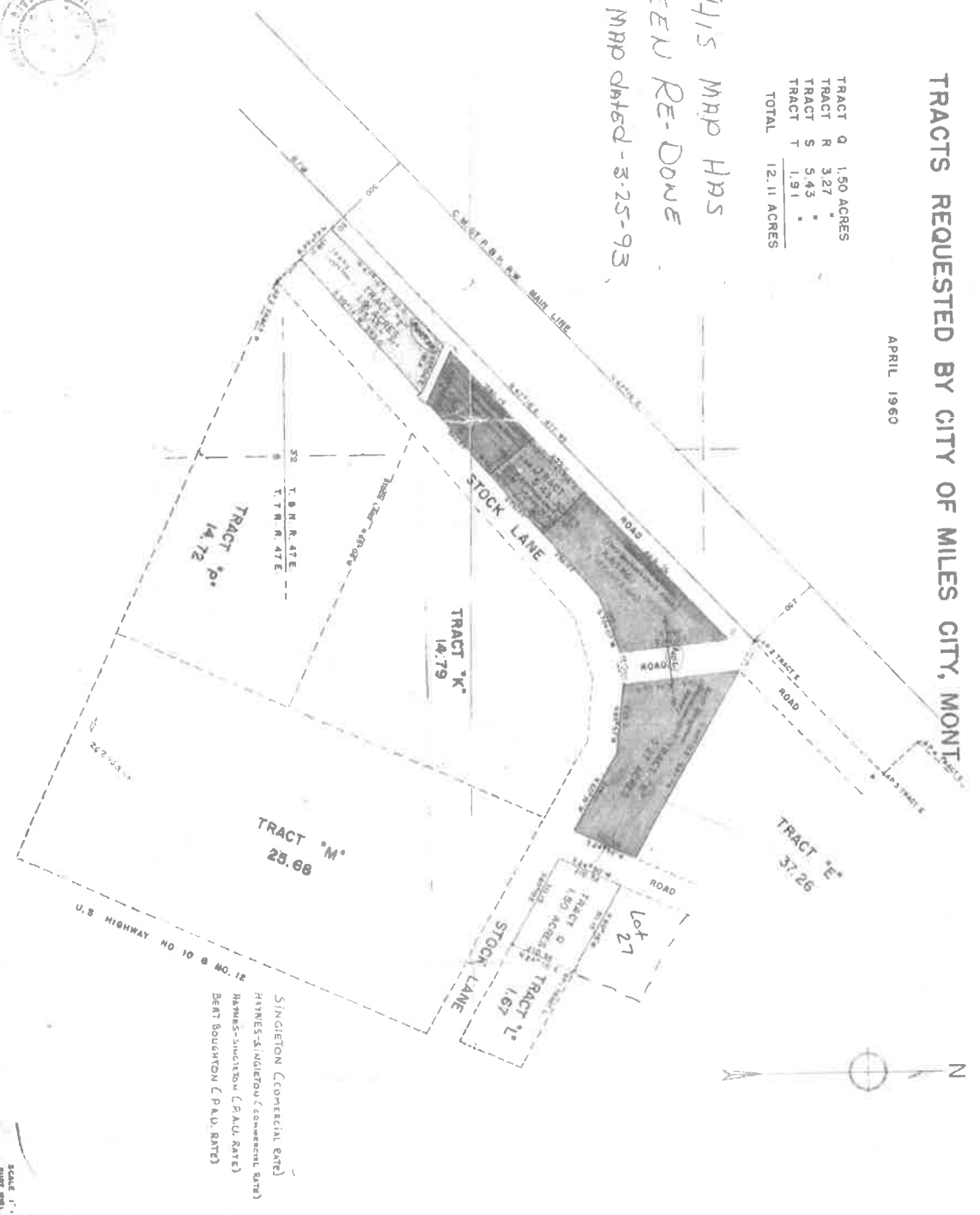
Exhibit 1

TRACTS REQUESTED BY CITY OF MILES CITY, MONT.

APRIL 1960

TRACT Q	1.50 ACRES
TRACT R	3.27
TRACT S	5.43
TRACT T	1.91
TOTAL	12.11 ACRES

THIS MAP HAS
BEEN RE-DONE
BY MAP DATED - 3-25-93



SCALE 1" = 100' PER INCH

Return To:
City of Miles City, Montana
P.O. Box 910
Miles City, MT 59301

RESOLUTION NO. 4067

A RESOLUTION GRANTING A REVOCABLE LICENSE TO SH PROPERTIES LLC AND ROLLING RUBBER LLC FOR A SIGN ENCROACHMENT UPON CITY OF MILES CITY RIGHT OF WAY.

WHEREAS, representatives of SH Properties LLC (owner) and Rolling Rubber LLC (tenant) have made application for an encroachment upon the right of way of Tract G1-D (COS 120940) of the Horizon Park Subdivision, City of Miles City, Custer County, Montana, according to the official plat and survey thereof on file in the office of the Clerk & Recorder of Custer County, Montana.

AND WHEREAS, such encroachment consists of a commercial sign, mounted on a pole, and placed within said right of way;

AND WHEREAS, the City Council finds that the granting of a revocable license for such encroachment, pursuant to certain terms and conditions, is appropriate.

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

It does hereby authorize and grant to SH Properties LLC and Rolling Rubber LLC a revocable license to erect and maintain a commercial sign on the right of way adjacent to Tract G1-D (COS 120940) of the Horizon Park Subdivision, City of Miles City, Custer County, Montana, according to the official plat and survey thereof on file in the office of the Clerk & Recorder of Custer County, Montana, that encroaches upon the City of Miles City right, to be

placed in a position deemed appropriate by the City's Building Official, and subject to the following terms and conditions:

1. The licensee shall maintain the signage in good and slightly condition at all times;
2. All construction and maintenance of the sign shall be at licensee's expense;
3. This license shall terminate and licensee shall, at licensee's expense, completely remove the sign from the City of Miles City right of way and restore the location of the sign to compacted, level grade, upon ninety (90) days advanced written notice to licensee by the City of Miles City
4. This license shall be recorded with the Clerk and Recorder for Custer County, Montana, and shall run with the above described real property, subject to the terms, conditions and right to terminate provided herein.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,
MONTANA, THIS 13TH DAY OF JUNE, 2017.**

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4068

A RESOLUTION ESTABLISHING A PROCEDURE TO REQUIRE 'AS-BUILT' PLANS PRIOR TO THE ISSUANCE OF A PERMANENT OCCUPANCY PERMIT.

WHEREAS, the City adopted the International Building Codes 2012 edition and amendments as listed in Administrative Order No.2014-01;

AND WHEREAS, the City contracts for Building Inspection Services to issue building permits and occupancy permits, Resolution #4052

AND WHEREAS, the City requires "as-built" plans on file in the City Engineering Office that show the locations of all underground public utilities in order to perform standard and emergency locate requests through the 811 Call Center.

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

1. The building code official shall issue a temporary occupancy permit for construction projects that include new or relocated underground infrastructure when construction and final building inspections have been completed.
2. The project owner or its representative will be responsible for delivering "as-built" plans to the City Engineering office within 90 days of the issuance of the temporary occupancy permit.
 - a. If the Montana Dept of Environmental Quality (MDEQ) requests any changes to the "as-built" plans submitted for MDEQ review, the revised plans must be submitted to the City Engineering Office.
3. The project owner or its representative shall be responsible to perform the duties of locating underground infrastructure until such time that the "as-built" plans have been delivered to the City Engineering Office.
 - a. City personnel will be responsible to notify the project owner or its representative when a locate request has been received from the 811 notification system.
 - b. Project owner or its representative must follow the 811 locate procedures and time restrictions.
4. The building code official will issue a permanent occupancy permit for construction projects that include new or relocated underground infrastructure when "as-built" plans are provided to the City by the project owner or its representative.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 13TH DAY OF JUNE, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Request for Records Disposal or Transfer Authorization RM60

ENTITY: City of Miles City, Finance Office	PHONE: 406-874-8620	E-MAIL: bhart@miles-city-mt.org
CONTACT: Becky Hart, General Office Clerk		
ADDRESS: 17 S 8th St, Miles City, MT 59301		DISPOSAL NUMBER: 2017-01

E-MAIL COMPLETED FORM TO: SOSLocalGovtRecCom@mt.gov OR Mail to the Local Government Records Committee, c/o Department of Administration-Local Government Services, P.O. Box 200547, Helena, MT 59620-0547

***Confidential:** The local government entity must determine if records are confidential or sensitive and mark accordingly.

Schedule #	Item #	Page #	Description of Records (Include description from schedule along with the case # or other identifying information pertinent to your office)	Inclusive Dates MONTH AND YEAR		* Confidential	10 Year Rule	Disposal Approval (Committee only)		Agency Comments	Audit History or Committee Comments
				From	To			Yes	No		
4	4		Example: Bank Statements	10/2001	10/2002		X	X			
8	32	MR13	Example: Commission Records-Minutes	01/1950	10/1990		X	X		Microfilmed	
12	41e		Example: Marriage Licenses	08/1907	09/1972		X		X		
8	7	17	Union Contracts	1970	1987		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8	3	17	Intergovernmental Agreements	1983	2006		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1	6	3	Contracts, Leases, Agreements	1976	2007		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8	5	17	Service Agency Agreements	1978	2007		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8	3	28	Contractor Bonds	1983	2006		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8	5	87	Permits	2002	2004		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8	13	62	Insurance Policies	2004	2007		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8	2	17	Grant Agreements	1995	2002		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8	5	16	Promissory Notes	1988	2006		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8	5	12	Building Permits: Logs	1999	2007		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8	2	58	Agendas	1996	2007		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

In accordance with 2-6-1202, 7-5-2132, 7-5-4124 and 20-1-212 and upon the order of the governing body, we the undersigned affirm the records listed on this disposal request are not subject to any litigation, legal or regulatory hold, and any financial records listed have been audited. See Notification on Central Registry (Ten Year Rule) below. Typed name below is acceptable as the signature.

Authorized Local Government Representative:	Date:	Phone:
Name:		
Title: Lorrie Pearce, City Clerk		
Records Custodian:	Date:	Phone:
Name:		
Title: Becky Hart, General Office Clerk		

LOCAL GOVERNMENT SUBCOMMITTEE SIGNATURES REQUIRED FOR DISPOSAL APPROVAL

Department of Administration Committee Member:	Date:
Name:	
Signature:	
Montana Historical Society Committee Member:	Date:
Name:	
Signature:	
Local Government Committee Member:	Date:
Name:	
Signature:	

NOTIFICATION ON CENTRAL REGISTRY

Per MCA 2-6-1205, public records listed on this form that more than ten (10) years old and are approved for disposal may not be destroyed until they have been listed on a central registry and offered to various agencies and the public for 60 days.

Request for Records Disposal or Transfer Authorization have been listed on the central registry. **Unclaimed records may be disposed 60 days after this date:**

Completed by	Signature:
Name:	

TEN YEAR RULE:
Public records more than ten (10) years old approved for destruction may not be destroyed for 60 days after the date listed on the central registry.

Certificate of Transfer/ Destruction/Disposition Comments

I hereby attest that I have destroyed, transferred or retained records as designated by the Local Government Subcommittee. If transferred, I have noted in the "Comments" field above, the entity to which the records have been relocated.

Name:	Title:	Date:
Signature:		

FOR DISPOSAL – OVER 10 YEARS OLD:

(retention for all documents is between 4-8 years)

283A Union:

- Agreement: July 1, 1985 – June 30, 1986 & July 1, 1986 – June 30, 1987
- Agreement dated March 2, 1977

283B Union (Police) Contract- July 1, 1978 – June 30, 1979

Local #600 (Firefighters):

- Contract August 25, 1977 – June 30, 1978 & Addendum-FY 78/79
- Agreement April 23, 1973 – June 30, 1973
- Agreement January 14, 1971 – June 30, 1971
- Agreement dated November 23, 1970

Jeff Minckler-2002/2003 Union Negotiations

Jeff Minckler-283A Classification & pay program (not adopted)

Agreement w/ Custer County for Professional Services 3/15/2005-3/15/2006

Agreement w/ Custer County (*emergency & disaster situations*)

dated 4/24/1990 (2 originals)

City/County Agreement 1: Gravel Easement 7/1/87-6/30/90

City/County Agmnt 2: Lease Agreement 7/1/87-6/30/90 (2 originals)

Mutual Aid Agreement w/ Baker, Glendive, West Glendive, Terry & Forsyth, 1990

City/County Junk Vehicle Agreements:

- FY 87/88
- FY 86/87
- FY 85/86
- FY 84/85
- FY 83/84

State of Montana Agreements (SHPO Historic Preservation funding)

- MT-06-21529-021, 4/1/06-3/31/07
- MT-05-20428-021, 4/1/05-3/31/06
- Budget Number 30-00-15329-023, 7/1/00-6/30/01
- Budget Number 30-90-50112-18, 7/1/90-6/30/91

Agreement between National Assembly of Local Arts Agencies & Custer County Arts Center 1/1/90-12/31/93

Jeff Minckler Contracts expired:

- 7/1/2007
- 1/1/2006
- 7/1/2004
- 7/1/2002
- 7/1/2001

Agreement w/ Holy Rosary Health Center d/b/a Holy Rosary Hospice 8/28/1998 (replaced in 2010)

Lease Agmnt w/ Jerry Singleton 96/97, dated 3/31/97, replaced 1997

Lease Agreement w/ Jerry Singleton & Gary Haynes 96/97, dated January 1997, replaced 1997

Lease Agreement w/ Jerry Singleton 10/28/91-10/28/96

Memorandum of Understanding School Resource Officer Program/City of

Miles City Police Department Miles City Unified School District No 1:

- 12/07/01-05/30/02
- 2003-2004 School Year
- 2004-2005 School Year

James C Coleman Lease Agreement (1999) & cancellation (3/22/2006)

Ferris & Sons Lease Agreement dated 1996, cancelled 2004

Gregory & Alice Kmetz lease agreement, dated 1985, replaced 1992

Gregory & Alice Kmetz lease agreement, dated 1992, replaced 2008

MDOT stockpile lease agreement dated 2004, replaced 2014

MDOT stockpile lease agreement dated 1979, replaced 2004

Bullis-Graves Memorial Chapel/Eastern MT Crematory Services lease

agreements:

- FY 95/96, replaced 8/9/96
- 4/1/95-6/30/95, replaced 6/30/95
- dated 1991, replaced 1995

William Matzen lease agreement, dated 2001, replaced 2013

Duane Bundy lagoon lease agreement dated 1999 & termination notice dated 2010

Lease Extension w/ Masonic Temple Association 5/31/2006-2008

MDOT Street Sweeping Agreements:

- FY 05/06
- FY 00/01
- FY 99/00
- FY 97/98
- FY 96/97
- FY 95/96
- FY 94/95
- FY 93/94
- FY 92/93
- FY 91/92
- FY 90/91
- FY 89/90
- FY 88/89
- FY 87/88
- FY 86/87
- FY 85/86
- FY 84/85
- FY 82/83
- FY 81/82
- FY 80/81
- FY 79/80
- FY 78/79

Olness & Assoc – Audit Contracts

- 2005/2006, 2006/2007, 2007/2008 & Amendment to Contract
- 2003/2004, 2004/2005
- 2001/2002, 2002/2003 & Amendments to Contract (2)

Smith, Lange & Associates, PC – Audit Contract 2000/2001

Stevenson Design Prof Services Agreement 96/97

Montana Landscape Services Agreement 6/9/1998 +120 days

Interstate Engineering Inc Prof Services Agreement 7/1/1997 +360 working days

CTA Architects Engineers Prof Services Agreement 3/25/1997, exp 4/1/97 +180 working days

Magic Construction Agreement 5/7/1998-9/4/1998

Agreement w/ KLJ for Engineering Services for MC Storm Drain Improvements, 2002

Agreement w/ KLJ –Southgate Pump Station Chlorination Facility, 2002

Contract w/ MC Housing Authority-1990, replaced 1995

Paradigm Human Resources Solutions LLC, expired 6/30/2001

Construction Agreement w/ Dept of Highways dated 12/27/1983 (Leighton Ave project)

Frank's Body Shop Fire Protection Agreements:

- dated 1978, replaced 1984
- dated 1984, replaced 1986
- dated 1986, replaced 1993

Higgins Drilling Company Fire Protection Agreement dated 1990, replaced 1993

Lucas, Mullen, Hauge Fire Protection Agreement dated 1989, replaced 1993

FOR DISPOSAL – OVER 10 YEARS OLD con't:

Smith Cattle Co Fire Protection Agreement dated 1990, replaced 1993

Smith Cattle Co Fire Protection Agreement dated 1993, replaced 2001

Town & Country Club Fire Protection Agreements:

- dated 1978, replaced 1984
- dated 1984, replaced 1986
- dated 1986, replaced 1993

James Conard Fire Protection Agreement dated 2001, cancelled 2002

Custom Heating & Sheet Metal Fire Protection Agreement dated 1993, cancelled 2007

Custom Heating & Sheet Metal Fire Protection Agreement dated 1987, replaced 1993

Gene Derenburger Fire Protection Agreement dated 2000, cancelled 2008

Ellis Construction Fire Protection Agreement dated 2000, cancelled 2003

Mark & Mary Elizabeth Irion Fire Protection Agreement dated 2004, cancelled 2006

Coleman Meyer Fire Protection Agreement dated 2000, cancelled 2007

Joe & Becky Platz Fire Protection Agreement dated 2004, cancelled 2006

Pyle Inc Fire Protection Agreement dated 1993, cancelled 2003

Pyle Inc Fire Protection Agreement dated 1991, replaced 1993

Howard & Alyssa Shawver Fire Protection Agreement dated 2004, cancelled 2007

Mike Stocker Fire Protection Agreement dated 2002, cancelled 2007

Scott Tally Fire Protection Agreement dated 2003, cancelled 2007

William Tramp Fire Protection Agreement dated 2001, cancelled 2008

Richard & Patricia Wiseman Fire Protection Agreement dated 2005, cancelled 2007

Stabler Trucking Fire Protection Agreement, 9/1/1993 – *replaced 2008*

Robert O & Hazel J Stabler Fire Protection Agreement 9/1/1986

Robert & Hazel Stabler Trucking Fire Protection Agreement 5/1/1985

Western Industries Fire Protection Agreement dated 2001, replaced (Western Powders) 2006

Roundup Powder Company Fire Protection Agreement, dated 1986, replaced (Western Industries) 2001

Roundup Powder Company Fire Protection Agmnt, dated 3/31/86, replaced 9/1/86

Western Area Power Administration Fire Protection Agreement, dated 1987, replaced 1993

Eisele Custom Boots Fire Protection Agreement, dated 2005, replaced 2014

Prosecution Services Agreement w/ Noble Law Firm, PC expiration:

- 1/31/2006
- 1/31/2004
- 6/30/2003
- 12/31/2002
- 12/31/2001
- 1/1/2001

Janitorial Services Agreement w/ Terry Sprague 1993/1994

Janitorial Services Agreement w/ Farrow's Janitorial Service 1995/1996

Janitorial Services Agreement w/ The Mop Artist 1995/1996

Janitorial Services Agreement w/ Katy Morrow 2001/2002

Janitorial Services Agreement w/ Dales Cleaning Service 2001/2002

Janitorial Service Agreement w/ Katy Morrow 2001/2002

Ortivus Technical Support Agreement 2006

Ortivus Technical Support Agreement 2005

Health-e-Web Service Agreement 1/1/06-12/31/06

SweetSoft License & Service Agreement/Customer Support Agreements:

- 2000 (replaced by Soldstone)
- 1998
- 1997
- 95/96
- 94/95
- 93/94
- 92/93

Maintenance Contract w/ Local Government Services Bureau

- FY 87/88
- FY 86/87
- FY 85/86

Eastern Montana Drug Task Force State and Inter-Local Task Force Agreement FY 05/06

Eastern Montana Drug Task Force State and Inter-Local Task Force Agreement FY 06/07

Jarret Construction Excavation Bond, expired 2005

Robert L Flotkoetter dba The Unclogger Drain and Sewer- Excavation Bond, expired 2006

Jerry Sipkens- Excavation Bond, expired 1992

Mike Taylor dba OK Excavating- Excavation Bond, expired 1996

Greg Losinski- Plumbing Bond, expired 1992

Mr. Pipetech, LLC- Excavation Bond, 2006- 2010

Archer Sand and Gravel, Inc- Excavation Bond, expired 2007

Thomas W. Miars – Plumbing Bond, expired 2002

Damien Ballensky dba Ballensky Bobcat- Excavation Bond, expired 2008

Dennis Hirsch Construction- Excavation Bond, expired 2004

Jerry D Meidinger- Excavation Bond, expired 2002

Regan Plumbing & Heating Inc- Excavation Bond, expired 1989

Meade's Custom Cabinets- Excavation Bond, expired 1994

Gary Eckart- Excavation Bond, expired 1996

Doyle Plumbing & Heating- Plumbing Bond, cancelled 1995

Bruce Bergerson- Excavation Bond, expired 1996

Wolff's Plumbing & Heating Inc- Plumbing Bond, expired 1995

Ernst Trenching Co- Excavation Bond, expired 1991

Dennis L Justice dba Justice Plumbing & Heating- Plumbing Bond, cancelled 1991

Mid Rivers Telephone Cooperative- Excavation Bond, expired 2003

Cable & Communication Corp. Excavation Bond, Expired 2003

Glenn Hafla Excavation Bond cancellation notice dated 1983 (Bond No. 28-0130-2702-80)

Glenn Hafla Excavation Bond, expired 2011 (original bond dated 1983 & numerous continuation certificates in between)

Gilbertson, Harold dba Gilbertson Plumbing- Plumbing & Heating Bond, expired 2010 (original bond dated 1995 & numerous continuation certificates in between)

Knights of Columbus MT/ND All Star Football Game Park User Agreement, June 2002

Miles City School District #1 Park User Agreement, 2003/2004

Miles City Youth Baseball Association Park User Permit, expired 8/31/2004

Miles City Farmer's Market Park User Permit, expired 9/15/2002

Miles City Farmer's Market Park User Permit, expired 10/25/2004

MC Airport Commission Liability Insurance Policy FY 06/07

MC Airport Commission Liability Insurance Policy FY 05/06

MC Airport Commission Liability Insurance Policy FY 04/05

FOR DISPOSAL – OVER 10 YEARS OLD con't:

COPS/LLEGB Grants Information:

- 2001 Grant Application
- 2002-LB-BX-2078 Closeout Approval Correspondence & Financial Status Report
- 2001-LB-BX-3492 Closeout Approval Correspondence & Financial Status Report
- 2001-SH-WX-0604 Financial Status Report
- 2000-LB-BX-0833 Closeout Approval Correspondence & Financial Status Report
- 2000-LB-VX-0924 Closeout Approval Correspondence & Financial Status Report
- 1999-LB-VX-6421 Financial Status Report
- 1995-CF-WX-0776 Closeout Approval Correspondence & Financial Status Report

Intericap Loan Documents from 1988/1989, letter dated 11/17/1995
stating the loan has been paid in full

Western Security Bank loan documents from 1998, paid off 6/15/2000

First Interstate Bank loan documents:

- Dated 11/15/2005, paid off 7/5/2006
- Dated 5/12/2005, paid off 6/14/2005
- Dated 10/17/1995, paid off 11/19/1998
- Dated 1/13/1995, paid off 1/13/1998
- Dated 2/11/1994, paid off 2/12/1997

First Security Bank & Trust loan documents:

- Dated 4/20/1992, paid off 9/15/1994
- Dated 4/20/1992, paid off 12/14/1994
- Dated 4/28/1992, paid off 9/30/1993
- Dated 1/28/1993, paid off 9/30/1993
- Dated 10/28/1993, paid off 8/9/1999
- Dated 12/14/1995, paid off 12/31/1997
- Dated 5/10/1996, paid off 6/29/1999

Stockman Bank loan documents:

- Dated 9/30/1997, paid off 3/1/2006
- Dated 4/4/2000, paid off 4/1/2003
- Dated 1/10/2001, paid off 1/6/2006
- Dated 1/25/2001, paid off 1/15/2003
- Dated 5/8/2001, paid off 7/14/2004
- Dated 12/20/2001, paid off 3/31/2005
- Dated 11/28/2005, paid off 9/20/2010
- Dated 3/28/2006, paid off 3/6/2009
- Dated 7/7/2006, paid off 5/27/2008

Building Permit Reports: January 1999-May 2007

Various Committees Agendas – 1996, 2002, 2006, 2007

RECORDS DESTRUCTION DOCUMENT (RM88)

NO. 2017-02

PAGE 1 OF 2 PAGES

1. AGENCY NAME AND DIVISION/PROGRAM:

CITY OF MILES CITY
FINANCE DEPARTMENT

2. AGENCY CONTACT:

NAME: Becky Hart
PHONE #: 406-874-8620 EMAIL: bhart@milescity-mt.org

3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

Delete Incinerate Shred as Classified Toss without Restriction

Other: Explain RECYCLE

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or **Offer to the State Historical Society Archives** has been fully justified, and that further retention is not required for any litigation pending or imminent. *Documentation attached from Historical Society.*

SIGNATURE:

NAME AND TITLE: Becky Hart, General Office Clerk

DATE:

5. LIST OF RECORD SERIES

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
8	2 -page 58	Agendas	2 years	2010-2014		
8	5 -page 17	Service Agency Agreements	8 years	2007-2009		

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Manager

Name: Lorrie Pearce, City Clerk Date:

Signature:

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Name and Title: Jase Kinsey, Customer Service/HEO

Signature:

RECORDS DESTRUCTION DOCUMENT (RM88)

NO. 2017-02

PAGE 2 OF 2 PAGES

1. AGENCY NAME AND DIVISION/PROGRAM:
CITY OF MILES CITY
FINANCE DEPARTMENT

2. AGENCY CONTACT:
NAME: Becky Hart
PHONE #: 406-874-8620 EMAIL: bhart@milescity-mt.org

3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

- Delete
 Incinerate
 Shred as Classified
 Toss without Restriction
 Other: Explain

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or **Offer to the State Historical Society Archives** has been fully justified, and that further retention is not required for any litigation pending or imminent. Documentation attached from Historical Society.

SIGNATURE:
NAME AND TITLE: Becky Hart, General Office Clerk
DATE:

5. LIST OF RECORD SERIES

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
8	19 -page 63	Personnel Recruitment Files	3 years after selection	2010-2014		
8	1 -page 51	Canceled Payroll Checks	5 years after end of FY to which records relate	2004-2010		
					TOTAL ~1 cubic foot	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Manager
Name: Lorrie Pearce, City Clerk Date:
Signature:

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Name and Title: Becky Hart, General Office Clerk
Signature:

2017-02

Request Records Disposal for:

[No RM60 Records Disposal Request Form Required]

TO BE RECYCLED:

Record retention is 2 years:

- Airport Commission Agenda 11/19/12
- Safety Culture Committee Agendas dated 2010-2014

Record retention is 8 years:

- Jeff Minckler Contract 6/27/2007-7/1/2009
- Dales Cleaning Service – Dale Petroff: Janitorial Services offers dated 1/7/09
- Sanitation Inspection Service Agreement –MC Health Board w/ Tumblewood Development, Inc. 5/11/09-6/30/09 Eastern Montana Drug Task Force State and Inter-Local Task Force Agreement FY 07/08

TO BE SHREDED:

Record retention is 3 years after selection is made:

- Personnel Recruitment Files (Position descriptions, vacancy postings, resumes/applications of prospective employees, etc.)
- Numerous Positions, documents dated 2010 – 6/26/2014

Record retention is 5 years after FY to which records relate:

- Voided payroll checks dated 2004-2010

*Class 2 - Annapolis-Deer Lodge
 Keokuk
 Burlington
 Mills City
 Whitefish*

*\$50/month
 \$3,000/year*

City/Town Name	Class	Population as of 2010 Census	Are any of your city/town employees part of a collective bargaining unit (union)?	Mayor Starting Salary	Mayor Maximum Salary	Council Member Starting Salary
Billing	1st	108869	Yes	800.00 Monthly	\$800.00 Monthly	600.00 Monthly
Great Falls	1st	59351	Yes	643.00 Monthly	643.00 Monthly	487.00 Monthly
Marys	1st	9500	Yes	22,000 per year	22,000 per year	2,400 per year
Hallam	1st	28190	Yes	\$8,500/YR Salary + \$1,800/YR Expenses	\$8500/YR same	\$5,800/YR Salary + \$1,200/YR Expenses
Kalspell	1st	20000	Yes	9000.00 annual plus 1800.00 stipend	same	5000.00 annual plus 900.00 stipend
Missoula	1st	66788	Yes	7,069.77/mo	7,069.77/mo	1,191.96/mo
Annapolis-Deer Lodge	2nd	9298	Yes			\$700/month
Conrad	2nd	2602	No			\$3,600/Year
Livingston	2nd	7044	Yes			250.00 Monthly
Miles City	2nd	8393	Yes	1833.34 Monthly	417.00 monthly	267.00 monthly
Baker	3rd	1741	No	417.00 monthly	\$80.00 monthly	\$55.00 a month
Barrick	3rd	65	No	\$80.00 a month	\$50 per meeting	\$50 per meeting
Reliance	3rd	7369	No	\$50 per meeting	5340/Yr	2820/Yr
Big Timber	3rd	1650	No	5340/Yr		
Boulder	3rd	1183	No			
Bergin	3rd	708	No	\$125.00 / meeting, not to exceed 3 meetings in 1 month	\$375.00 / month	\$75.00 / meeting, not to exceed 3 meetings in 1 month
Chetopa	3rd	1582	No	700.00 monthly	700 monthly	175.00 Monthly
Columbia Falls	3rd	4588	Yes	\$400 monthly	\$400 per month	\$200 monthly
Curt Bank	3rd	2881	Yes	\$461.84 bi-weekly		\$146.11 bi-weekly
Deer Lodge	3rd	3500	Yes			
East Helena	3rd	1984	No	990.00/mo		340.00/mo
Farfield	3rd	708	No	\$500/month	\$600/month	\$1,000/annually
Fort Stanton	3rd	1875	Yes	700.00 Monthly	700.00 per month	75.00 per meeting
Glasgow	3rd	3500	Yes	950.00 monthly	1000.00 monthly	375.00 monthly
Hartfield	3rd	4348	Yes	\$717.46 bi-weekly		\$405.03 bi-weekly
Harkin	3rd	3505	Yes	850.00/month		600.00/month
Harlem	3rd	808	No	400.00/month		100.00/month
Harrison	3rd	596	No	4800.00/year	4800.00/year	800.00/year
Leola	3rd	7036	Yes	\$10,600/Annually	\$10,600/Annually	\$3,607/Annually
Malta	3rd	1997	No	466.00/month	466/month	275/month
Nashua	3rd	290	No	300 per month	300 monthly	150 per month
Polsen	3rd	4488	No	\$230.77 bi-weekly		\$92.31 bi-weekly
Red Lodge	3rd	1859	No	330 month		25 per meeting 2 meetings per month
Seeley	3rd	1017	No			
Seeley	3rd	3376	No	570.69 bi-weekly	570.69 bi-weekly	246.64 bi-weekly
Thompson Falls	3rd	1313	No	\$700 month		\$150 month
Timber Lake	3rd	1869	No	\$500 month	\$500 month	\$70 month
Clarendon	3rd	1878	No	250.00 pm	Volunteer	120.00 pm
Volunteer	3rd	938	Yes	Volunteer	Volunteer	Volunteer

City/Town Name	Class	Population as of 2010 Census	Are any of your city/town employees part of a collective bargaining unit (union)?	Mayor Starting Salary	Mayor Maximum Salary	Council Member Starting Salary
Liberton	Town	420	No	300.00 month		20.00 month
Bainville	Town	208	No	30.00 per council meeting		30.00 per council meeting
Belit	Town	597	No	400 monthly		85 monthly
Big Sandy	Town	607	No	400.00/month	same	250.00/month
Breatus	Town	474	No	50.00/month	50.00/month	40.00/month
Brockton	Town		No	0	0	0
Chester	Town	860	No	\$900 monthly	\$900 monthly	\$150 monthly
Culbertson	Town	714	No	\$3300.00 Annually	\$3300 annually	\$2300.00 Annually
Daley	Town	700	No	300.00 month	300 per month	35.00 per regular scheduled meeting (2 per month)
Denton	Town		No	\$15/mo		\$5/mo
Dutton	Town	316	No	\$300 / mo	\$300 / mo	\$150 / mo
Esauksa	Town	338	No			
Emus	Town	840	No	800.00 Monthly	800.00 monthly	50.00 m/e (\$200.00 max p/month)
Eureka	Town	1200	Yes	\$300.00 per month	\$300.00 per month	0
Fairview	Town	840	No	\$220.90 - Monthly		\$110.45 - Monthly
Harville	Town	81	No	\$30/meeting		\$20/meeting
Fort Peck	Town	233	No	\$250/mo	\$250/month	\$150/mo
Field	Town	185	No	\$100.00 monthly	\$100.00 monthly	\$50.00 monthly
Higgins	Town	135	No	bi-annually 600.00	bi-annual 600.00	bi-annually 150.00
Hot Springs	Town	551	No	200 MONTH	500 MONTH	100 MONTH
Irisham	Town	312	No	N/A		N/A
Kain	Town	154	No	\$20.00/month		\$15.00/month
Lima	Town	220	No	\$150/month	we have no set maximums	\$50/monthly
Manhattan	Town	1520	No	\$730/month	\$730/month	\$120/month
Medicine Lake	Town	225	No	150.00 Per Deim/ quarterly	150.00 Per Deim/ quarterly	75.00 Per Deim/ quarterly
Marhart	Town	51	No	0	0	0
Plains	Town	1048	No			
Rexford	Town	147	No	-0-	-0-	-0-
Ryegate	Town	245	No	50.00 monthly	50	50.00 monthly
Saint Ignatius	Town	842	No			
Stanford	Town	405	No	Monthly \$100		Monthly \$30
Stevensville	Town	1840	No	\$10,000 paid monthly	\$19,200 paid monthly	
Suncurst	Town	390	No			
Superior	Town	812	No	100.00 monthly	100.00 monthly	10.00 Per meeting
Terry	Town	605	No	\$450/month	\$450/month	\$150/month
Twin Bridges	Town	375	No	235 monthly		20 per meeting
Valer	Town	509	Yes	225.00 per month		75.00 per month
Waters Yellowstone	Town	1300	Yes	6400		5400
Wilboux	Town	589	No			
Zachary	Town	2214	Unsure			

CLAIMS

00000000
 03/30/2017

CITY OF MILES CITY
 Claim Details
 For the Accounting Period: 5/17

Page 3 of 15
 Report ID: 35106

* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
128655	78871S	4000 AG PARTNERS. LLC	150.00								
1	IA8463	04/07/17 Trimec Plus	75.00		23004	5210	22	430530	220		101000
2	IA8507	04/07/17 Trimac Plus	75.00		23004	5210	80	430540	220		101000
128683	78868S	2831 MILES CITY STAR ADVERTISING	689.80								
1	182331	04/23/17 Historical Preservation	59.60		22272	2935	11	460461	320		101000
2	182538	04/16/17 Finance ~	79.33		22539	1000	3	410500	330		101000
3	182538	04/16/17	79.33*		22539	5210	25	430510	330		101000
4	182489	04/16/17	79.34*		22539	5310	29	430610	330		101000
5	182313	04/06/17 City Court ~	99.00			1000	6	410300	330		101000
6	182331	04/13/17 Planning ~	59.60		22272	1000	36	411020	331		101000
7	182478	04/23/17 Public Works ~	59.60		22272	2510	107	430220	330		101000
8	182345	04/23/17 Flood ~	174.00		22958	1000	201	431200	331		101000
128702	78885S	1970 MONTANA DAKOTA UTILITIES	35,528.03								
1	05/10/17	GAS/ELECTRIC	323.19			1000	7	420460	341		101000
2		GAS/ELECTRIC	93.72			1000	7	420460	344		101000
3		GAS/ELECTRIC	349.85			1000	8	411230	341		101000
4		GAS/ELECTRIC	93.12			1000	8	411230	344		101000
5		GAS/ELECTRIC	704.81			1000	13	460433	341		101000
6		GAS/ELECTRIC	96.56			1000	13	460433	344		101000
7		GAS/ELECTRIC	310.74*			1000	14	460445	341		101000
8		GAS/ELECTRIC	26.73			1000	21	440600	341		101000
9		GAS/ELECTRIC	35.01			1000	21	440600	344		101000
10		GAS/ELECTRIC	372.92			2220	16	460100	341		101000
11		GAS/ELECTRIC	40.30			2220	16	460100	344		101000
12		GAS/ELECTRIC	11,055.37			2400	46	430263	341		101000
13		GAS/ELECTRIC	5,459.30*			2400	46	430263	533		101000
14		GAS/ELECTRIC	2,044.44			2420	48	430263	341		101000
15		GAS/ELECTRIC	741.10*			2420	48	430263	533		101000
16		GAS/ELECTRIC	145.12			2430	49	430263	341		101000
17		GAS/ELECTRIC	1,326.28			2440	50	430263	341		101000
18		GAS/ELECTRIC	313.75*			2470	72	430263	341		101000
19		GAS/ELECTRIC	304.12			2470	72	430263	533		101000
20		GAS/ELECTRIC	112.76			2480	47	430263	341		101000
21		GAS/ELECTRIC	102.97*			2510	107	430220	341		101000
22		GAS/ELECTRIC	39.38			2510	107	430220	344		101000
23		GAS/ELECTRIC	17.69			2520	108	430220	341		101000
24		GAS/ELECTRIC	39.38			2520	108	430220	344		101000
25		GAS/ELECTRIC	3,990.68			5210	22	430530	341		101000
26		GAS/ELECTRIC	283.17			5210	22	430530	344		101000
27		GAS/ELECTRIC	0.00			5210	23	430550	341		101000
28		GAS/ELECTRIC	0.00			5210	23	430550	344		101000
29		GAS/ELECTRIC	0.00*			5310	31	430630	341		101000
30		GAS/ELECTRIC	0.00			5310	31	430630	344		101000
31		GAS/ELECTRIC	1,142.79			5310	32	430690	341		101000

For the Accounting Period: 5/17

* Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32				59.87			5310 32 430690	344	101000
33				4,455.10			5310 33 430640	341	101000
34				125.68			5510 10 420730	341	101000
35				36.45			5510 10 420730	344	101000
36				752.89*			5610 87 430300	341	101000
37				208.47			5610 87 430300	344	101000
38				282.36			6040 910 430220	341	101000
39				41.96			6040 910 430220	344	101000
128703	78877S	523 CITY SERVICE, INC.		20,981.87					
1	0195352	05/11/17 10,005 Gallons AvJet Fuel		20,981.87		659	5610 87 430300	237	101000
128704	78899S	700 CUSTER COUNTY WATER & SEWER		14,261.60					
1	CCW052017	05/31/17 Water & Sewer		14,261.60			7980 211020		101000
128705	78900S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL		180.20					
1	10747	05/09/17 CITY HALL: RUGS		42.50*		23171	1000 8 411230	220	101000
2	11041	05/23/17 CITY HALL : RUGS		42.50*		23171	1000 8 411230	220	101000
3	10953	05/19/17 SHOP: RUGS/MOPS		20.50		23171	6040 910 430220	220	101000
6	7588	05/31/17 AMBULANCE: MATS		5.00*		23171	5510 10 420730	220	101000
7	10712	05/04/17 WWTP: MOPS/TOWELS		19.20		23017	5210 80 430540	360	101000
8	10749	05/10/17 WTP: MOPS/TOWELS		23.50		23017	5210 33 430640	360	101000
9	10742	05/09/17 PD: MATS		13.50		22589	1000 5 420140	360	101000
10	11036	05/23/17 PD: MATS		13.50		11036	1000 5 420140	360	101000
128706	78901S	999999 CUSTER COUNTY EXTENSION		40.00					
1	CCE21275	05/11/17 Supplies ~		40.00*		21295	2985 15 450330	220	101004
128707	78874S	373 MASTERCARD		24,163.47					
3		05/20/17		265.70*			1000 2 410100	220	101000
4		05/20/17 SUPPLIES		172.15			1000 3 410500	210	101000
7		05/20/17		472.39			1000 5 420140	210	101000
8		05/20/17		188.58			1000 5 420140	214	101000
9		05/20/17		160.01*			1000 5 420140	220	101000
10		05/20/17		846.41*			1000 5 420140	230	101000
11		05/20/17		79.44			1000 5 420140	311	101000
12		05/20/17		150.00			1000 5 420140	345	101000
13		05/20/17		205.30			1000 5 420140	370	101000
14		05/20/17		259.00			1000 5 420140	380	101000
15		05/20/17		203.64			1000 5 420160	210	101000
19		05/20/17		53.92			1000 7 420460	220	101000
20		05/20/17		108.21			1000 7 420460	226	101000
21		05/20/17		102.21			1000 7 420460	230	101000
23		05/20/17		62.63*			1000 7 420460	345	101000
24		05/20/17		67.86			1000 7 420460	364	101000
25		05/20/17		411.76			1000 7 420460	370	101000
26		05/20/17		99.93			1000 7 420460	400	101000

* All Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$							Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
30	05/21/17	259.98			1000	13	460433	226		101000
31	05/20/17	1,519.98*			1000	13	460433	230		101000
32	05/20/17	590.00*			1000	13	460433	380		101000
33	05/20/17	530.36			1000	14	460445	230		101000
36	05/20/17	57.84			1000	36	411020	210		101000
37	05/20/17	6.59			1000	36	411020	311		101000
38	05/20/17	248.42			1000	201	431200	350		101000
39	05/20/17	127.01			2220	16	460100	311		101000
40	05/20/17	38.00			2220	16	460100	360		101000
41	05/20/17	821.64			2220	16	460100	360		101000
44	05/20/17	38.07			2394	18	420531	311		101000
45	05/20/17	69.40*			2510	107	430220	210		101000
48	05/20/17	382.72			2510	107	430220	230		101000
50	05/20/17	1,555.39*			2510	107	430220	363		101000
51	05/20/17	17.35			2520	108	430220	210		101000
55	05/20/17	95.68			2520	108	430220	231		101000
56	05/20/17	40.29*			2520	108	430220	380		101000
57	05/20/17	348.56			2520	108	430220	363		101000
60	05/20/17	180.48*			2985	15	450330	220		101004
61	05/20/17	11.67			2985	15	450340	210		101000
62	05/20/17	139.93			5210	22	430530	220		101000
63	05/20/17	169.22			5210	22	430530	230		101000
64	05/20/17	37.50			5210	22	430530	334		101000
65	05/20/17	41.14			5210	23	430550	210		101000
66	05/20/17	179.50			5210	23	430550	214		101000
67	05/20/17	362.88			5210	23	430550	220		101000
68	05/20/17	95.96			5210	23	430550	226		101000
69	05/20/17	121.41			5210	23	430550	230		101000
70	05/20/17	124.99*			5210	23	430550	234		101000
71	05/20/17	1,118.17			5210	23	430550	235		102270
72	05/20/17	66.22*			5210	23	430550	320		101000
73	05/20/17	32.50			5210	23	430550	360		101000
74	05/20/17	487.36*			5210	23	430550	363		101000
75	05/20/17	100.72			5210	23	430550	380		101000
76	05/20/17	7.62*			5210	25	430510	220		101000
77	05/20/17	4.51			5210	80	430540	210		101000
78	05/20/17	2.07			5210	80	430540	220		101000
79	05/20/17	507.48			5210	80	430540	222		101000
80	05/20/17	310.10			5210	80	430540	230		101000
81	05/20/17	3.87			5210	80	430540	311		101000
82	05/20/17	37.50			5210	80	430540	334		101000
83	05/20/17	1,400.00			5210	80	430540	352		101000
84	05/20/17	7.62*			5310	29	430610	220		101000
86	05/20/17	41.13			5310	31	430630	210		101000
87	05/20/17	2,061.00			5310	31	430630	214		101000
88	05/20/17	315.96			5310	31	430630	220		101000
89	05/20/17	95.95			5310	31	430630	226		101000

5/30/17
11:16:06

CITY OF MILLS CITY
Claim Details
For the Accounting Period: 5/17

Page: 4 of 15
Report ID: AP100

* Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
90	05/20/17			94.08			5310	31	430630	230		101000
92	05/20/17			32.50			5310	31	430630	360		101000
93	05/20/17			487.36*			5310	31	430630	363		101000
94	05/20/17			100.72*			5310	31	430630	380		101000
95	05/20/17			31.93			5310	32	430690	220		101000
96	05/20/17			178.65			5310	32	430690	230		101000
97	05/20/17			62.50			5310	32	430690	380		101000
98	05/20/17			37.34			5310	32	430690	241		101000
99	05/20/17			35.97			5310	33	430640	220		101000
100	05/20/17			277.39			5310	33	430640	222		101000
101	05/20/17			31.62			5310	33	430640	230		101000
102	05/20/17			63.00			5310	33	430640	346		101000
103	05/20/17			729.00			5310	33	430640	352		101000
104	05/20/17			161.75			5310	33	430640	360		101000
105	05/20/17			88.22			5310	33	430640	363		101000
106	05/20/17			62.50			5310	33	430640	380		101000
107	05/20/17			214.25*			5510	10	420730	220		101000
108	05/20/17			328.40*			5510	10	420730	222		101000
109	05/20/17			7.00*			5510	10	420730	226		101000
110	05/20/17			16.71			5510	10	420730	230		101000
111	05/20/17			731.00			5510	10	420730	370		101000
112	05/20/17			24.36			5510	10	420730	345		101000
113	05/20/17			59.84			5510	10	420730	364		101000
114	05/20/17			400.00			5510	10	420730	380		101000
115	05/20/17			78.86			5510	10	420730	400		101000
116	05/20/17			131.61			5610	87	430300	210		101000
117	05/20/17			26.41*			5610	87	430300	220		101000
118	05/20/17			233.18*			5610	87	430300	230		101000
119	05/20/17			127.86			5610	87	430300	250		101000
120	05/20/17			109.22			5610	87	430300	345		101000
124	03/23/17	Go Daddy Annual Renewal		52.43			1000	5	420160	350		101000
125	03/23/17			29.96			1000	3	410500	350		101000
126	03/23/17			7.49*			5210	25	430510	350		101000
127	03/23/17			7.49*			5310	29	430610	350		101000
128	03/23/17			104.86*			1000	7	420460	350		101000
129	03/23/17			7.49			1000	1	410200	350		101000
130	03/23/17			22.47			1000	36	411020	350		101000
131	03/23/17			119.84			1000	5	420140	350		101000
132	03/23/17			31.83			5210	22	430530	350		101000
133	03/23/17			31.83*			5310	33	430640	350		101000
134	03/23/17			13.11			5210	23	430550	350		101000
135	03/23/17			13.11			5310	31	430630	350		101000
136	03/23/17			17.98			2510	107	430220	350		101000
137	03/23/17			4.49			2520	108	430220	350		101000
138	03/23/17			7.49			1000	9	410540	350		101000
139	03/23/17			7.49*			1000	11	411840	360		101000

06/08/17
11:16:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/17

Page: 5 of 10
Report ID: AR105

* Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$							Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
128708	78902S 2914 TOURISM BUSINESS IMPROVEMENT	10,440.00								
1	TBID053117 05/31/17 Monthly Collections	10,440.00		128708	7370		212500			101000
128709	78903S 4046 BILL RONNING	60.50								
1	1590134904 04/21/17 April Cell Phone Reimbersm	48.40		23162	2510	107	430220	345		101000
2	1590134904 04/21/17	12.10		23162	2520	108	430220	345		101000
128711	78904S 999999 MICHELLE CUNNINGHAM	222.46								
1	TEV23206 05/12/17 Partners Meeting in Helena	222.46		23206	2220	16	460100	370		101000
128712	78905S 999999 VOLUNTEER SOFTWARE	300.00								
1	573028 05/16/17 Tech Support ~ Annual Update	300.00		21276	2985	15	450340	220		101000
128713	78906S 4045 LAND SOLUTIONS, INC.	250.25								
1	LS053017 05/30/17 Consulting Services	250.25		22275	1000	36	411020	350		101000
128714	78907S 316 DATA IMAGING SYSTEMS, INC	2,276.00								
1	31552 05/30/17 MANAGED SERVICES;Domain Renewe	291.40			1000	3	410500	360		101000
2	05/30/17 MANAGED SERVICES;	136.78*			5210	25	430510	360		101000
3	05/30/17 MANAGED SERVICES;	136.78*			5310	29	430610	360		101000
4	05/30/17 MANAGED SERVICES;	72.85*			1000	1	410200	360		101000
5	05/30/17 MANAGED SERVICES;	72.85			1000	36	411020	360		101000
6	05/30/17 MANAGED SERVICES;	144.24			5210	23	430550	360		101000
7	05/30/17 MANAGED SERVICES;	144.24			5310	31	430630	360		101000
8	05/30/17 MANAGED SERVICES;	103.45			2510	107	430220	360		101000
9	05/30/17 MANAGED SERVICES;	55.37			2520	108	430220	360		101000
10	05/30/17 MANAGED SERVICES;	73.94*			1000	9	410540	360		101000
11	05/30/17 MANAGED SERVICES;	72.85*			1000	11	411840	360		101000
12	05/30/17 MANAGED SERVICES;	152.25			2394	18	420531	360		101000
13	31527 05/31/17 Sonic Fire Wall 3 year Subscri	163.80			1000	3	410500	360		101000
14	31527 05/31/17	76.88*			5210	25	430510	360		101000
15	31527 05/31/17	76.88*			5310	29	430610	360		101000
16	31527 05/31/17	40.95*			1000	1	410200	360		101000
17	31527 05/31/17	40.95			1000	36	411020	360		101000
18	31527 05/31/17	81.08			5210	23	430550	360		101000
19	31527 05/31/17	81.08			5310	31	430630	360		101000
20	31527 05/31/17	58.15			2510	107	430220	360		101000
21	31527 05/31/17	31.12			2520	108	430220	360		101000
22	31527 05/31/17	41.56*			1000	9	410540	360		101000
23	31527 05/31/17	40.95*			1000	11	411840	360		101000
24	31527 05/31/17	85.60			2394	18	420531	360		101000

06/08/17
11:16:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/17

Page 6 of 15
Report ID: AP100

* Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj Account
128744	78884S 394 BOSS INC	874.91							
1	131353-0 04/21/17 Finance ~	246.86		22537	1000	3	410500	210	101000
2	145363-0 04/21/17	246.86*		22534	5210	25	430510	210	101000
3	147939-0 04/21/17	246.87		22534	5310	29	430610	210	101000
9	146910-0 04/21/17 City Court ~	134.32		22917	1000	6	410300	210	101000
128745	78908S 2240 NOLLEYS WELDING & MACHINE INC	265.00							
1	29290 05/01/17 Hanger 9 Door Bracket	135.00*		651	5610	87	430300	230	101000
2	29290 05/01/17 Bottom Load Fitting	65.00*		651	5610	87	430300	230	101000
3	29370 05/24/17 Repair Brush Hog Wheel	30.00*		661	5610	87	430300	230	101000
4	29395 05/31/17 Repair Mower Wheel - Airport	35.00*		665	5610	87	430300	230	101000
128746	78909S 2510 QUAD K SUPPLY	72.00							
1	47583 05/02/17 FD ~ Cleaning Supplies	51.84		23116	1000	7	420460	220	101000
2	47583 05/02/17	20.16*		23116	5510	10	420730	220	101000
128747	78872S 2830 STAR PRINTING & SUPPLY	1,672.39							
1	251846 04/24/17 F.D ~	53.76		23113	1000	7	420460	210	101000
2	252023 04/24/17	20.92		23113	5510	10	420730	210	101000
3	251278 04/24/17 R.S.V.P.	520.59		21272	2985	15	450330	210	101000
4	251548 04/24/17 R.S.V.P.	703.04		21272	2985	15	450330	210	101004
5	251548 04/24/17 Historical Preservation	259.90		17-026	2935	11	460461	220	101000
6	251229 04/24/17 Historical Preservation	38.49		17-026	2935	11	460461	210	101000
7	251933 04/24/17 Police Department ~	15.29		22581	1000	5	420140	210	101000
8	252037 04/24/17 Library ~	60.40		23203	2220	16	460100	320	101000
128751	78873S 4019 WEX Bank	7,401.93							
1	49062271 04/15/17 FUEL	348.46		23163	1000	13	460433	231	101000
3	04/15/17 FUEL	1,412.09		23163	2510	107	430220	231	101000
4	04/15/17 FUEL	353.02		23163	2520	108	430220	231	101000
7	04/15/17 FUEL	64.73		23012	5210	22	430530	231	101000
8	04/15/17 FUEL	43.15		23012	5210	80	430540	231	101000
9	04/15/17 FUEL	86.31		23012	5310	33	430640	231	101000
10	04/15/17 FUEL	107.88		23012	5310	32	430690	231	101000
11	04/15/17 FUEL	748.38		23115	1000	7	420460	231	101000
12	04/15/17 FUEL	871.89		23115	5510	10	420730	231	101000
13	04/15/17 FUEL	1,813.33		22588	1000	5	420140	231	101000
14	04/15/17 FUEL	27.10		22588	1000	21	440600	231	101000
16	04/15/17 FUEL	642.82		23067	5210	23	430550	231	101000
17	04/15/17 FUEL	642.82		23067	5310	31	430630	231	101000
18	04/15/17 FUEL	144.08		652	5610	87	430300	231	101000
19	04/15/17 FUEL	95.87		23163	6040	910	430220	231	101000

Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128761	78870S	4140 Stoltz Construction		2,439.00					
1	547843	05/04/17 1414 Gordon ~ Repair Sprinkler		2,439.00		23165	2510 107 430235	350	101000
128762	78910S	2847 STEADMANS ACE HARDWARE		35.63					
1	262827	04/28/17 Measuring Wheel tools		30.00*		653	5610 87 430300	230	101000
2	264447	05/08/17 Gate/ Repair & Braid		5.63*		668	5610 87 430300	230	101000
128772	78915S	1737 MC AREA SOLID WASTE DISTRICT		617.45					
1	5925A	04/15/17 QUARTERLY CHARGES		71.12			6040 910 430220	346	101000
2	5925A	04/15/17 QUARTERLY CHARGES		71.12*			5210 22 430530	346	101000
3	5925A	04/15/17 QUARTERLY CHARGES		47.41*			1000 7 420460	346	101000
4	5925A	04/15/17 QUARTERLY CHARGES		47.41			5510 10 420730	346	101000
5	5925A	04/15/17 QUARTERLY CHARGES		47.41			1000 8 411230	346	101000
6	5925A	04/15/17 QUARTERLY CHARGES		237.06*			1000 13 460433	346	101000
7	5925A	04/15/17 QUARTERLY CHARGES		47.42			5310 33 430640	346	101000
8	19824	04/25/17		48.50*		23168	1000 13 460433	230	101000
128773	78916S	237 CPI COLLECTION PROFESSIONALS INC		23.24					
1	CPI051517	04/30/17 K. Maknaa ~ Collections		11.62*		CPI517	5210 25 430510	350	101000
2	CPI051517	04/30/17		11.62*		CPI517	5310 29 430610	350	101000
128774	78917S	2270 NORTHWEST PIPE INC		10,541.60					
1	10801510	05/09/17 2 Mega Flange Adapters		495.84		23018	5210 80 430540	230	101000
2	1800595	05/08/17 Hydrants		8,802.36*		23062	5210 23 430550	234	101000
3	1807585	05/22/17		1,243.40		23062	5210 23 430550	235	102270
128775	78918S	999999 NICOLE RICHARDSON		5.00					
1	ATRF22921	05/10/17 Conference in Billings		5.00*		22921	1000 6 410300	380	101000
128776	78919S	872 EASTERN MONTANA IND		325.00					
1	6544	04/30/17 April ~ Cleaning Contract		325.00		23205	2220 16 460100	360	101000
128777	78878S	4015 WILLIAMS BROTHERS CONSTRUCTION		217,110.94					
1	WBC052017	05/04/17 Phase II WWTP Upgrade		217,110.94		23069	5310 33 430640	940	101000
128778	78920S	771 DEPT OF REVENUE		2,193.04					
1	CRG-205201	05/09/17 Phase II Tax Withholding #		2,193.04		23070	5310 33 430640	940	102279
128779	78921S	999999 BETTY VAIL		1,088.28					
1	TO FIX	05/17/17 Travel Expense Correction		4.23		21269	2985 15 450340	370	101000
2	TEV053017	05/30/17 Travel Expenses ~Phoenix		1,084.05		21278	2985 15 450340	370	101000

9/6/17
11:16:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/17

Page: 8 of 13
Report ID: AF100

Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	FO #	Fund Org Acct	Object Proj	Cash Account
128780	78876S	999999	BRANDEN STEVENS	207.00					
1	ATR23122	05/16/17	FIRE/EMS Conference	207.00		23122	1000 7 420460	370	101000
128781	78922S	4013	SOLESTONE REIMB SERVICES	2,924.89					
1	8722	05/04/17	April ~ Ambulance Billing	2,924.89		23118	5510 10 420730	350	101000
128782	78923S	1527	LN CURTIS & SONS	844.99					
1	97201	04/24/17	Fire Boots ~ Tanner H	414.00		23120	1000 7 420460	226	101000
2	102653	05/22/17	Fire Boots ~	430.99		23133	1000 7 420460	226	101000
128783	78924S	4128	Helena Regional Airport	2,698.00					
1	30252	05/02/17	ARFF Training ~ Tanner	1,449.00		23119	1000 7 420460	380	101000
2	HRAA23131	05/25/17	ARFF Training ~ Justin	1,249.00		23131	1000 7 420460	380	101000
128784	78925S	999999	CIMA	1,204.09					
1	MTMILE517	03/20/17	Vol. Accident Insurance	304.00*		21274	2985 15 450330	512	101004
2	MTMILE517	03/20/17	Vol. Liability Insurance	221.94		21274	2985 15 450330	513	101004
3	MTMILE517	03/20/17	Exess Auto Liability (Vol)	678.15*		21274	2985 15 450330	512	101004
128785	78926S	1321	HOLMLUND MOBILE LOCK & KEY	60.00					
1	31634	05/16/17	Repair Desk Lock	60.00		22274	1000 36 411020	210	101000
128786	78927S	999999	GARY WARREN	48.00					
1	TEV0517	05/09/17	Travel Great Falls Consortium	48.00		23121	1000 7 420460	370	101000
128787	78928S	999999	DAN BAKER	53.00					
1	TEV051617	05/15/17	Meals for Training in Billi	29.00		22592	1000 5 420140	370	101000
2	TEV052517	05/25/17	Meals for Crime Lab ~ Helen	24.00		23303	1000 5 420140	370	101000
128788	78879S	999999	LINDA WILKINS	159.40					
1	TEV21498	05/15/17	Clerks Institute ~ Billings	159.40		21498	1000 3 410500	370	101000
128789	78880S	999999	LORRIE PEARCE	117.40					
1	TEV21497	05/15/17	Clerks Institute ~ Billings	117.40		21497	1000 3 410500	370	101000
128790	78929S	999999	JAMES STACEY	159.44					
1	TE18187	03/31/17	Jury Trail ~ Testimony mileag	159.44*		18187	1000 4 411100	370	101000
128791	78930S	4062	SCL HEALTH ~ Supplies	477.13					
1	3046	04/30/17	April ~ Medial Supplies	477.13*		23123	5510 10 420730	220	101000

* Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128792	78931S	730 DEMCO		327.17					
1	6131029	05/10/17 Summer Reading Program		327.17		23207	2220 16 460100	210	101000
128793	78881S	999999 PROCESS WASTEWATER TECHNOLOGIES		186,600.00					
1	1484	03/15/17 Progressive Invoice 40%		186,600.00		23072	5310 33 430640	940	102279
128794	78882S	572 VERIZON WIRELESS		263.53					
1	9785254911	04/08/17 May ~ ICAC Phone		263.53*		22595	1000 5 420140	220	101000
128795	78932S	999999 ALISSA HAUGHIAN		150.00					
1	100	05/17/17 Computer Design Work		150.00		22594	1000 5 420140	350	101000
128796	78933S	1050 FRANKS BODY SHOP		126.50					
1	46177	05/13/17 PD ~ 93' Ford T-Bird 170645		126.50*		22593	1000 5 420140	220	101000
128797	78934S	2166 MUNICIPAL CODE CORP		790.00					
1	00286217	05/16/16 Annual Web Host		790.00		21499	1000 3 410500	360	101000
128798	78935S	4050 US BANK - SPA LOCKBOX	CM9695	198,893.75					
1	CM9695	05/01/17 9999FD992 ~ Principle PHASE I		32,000.00			5310 29 490200	608	102316
2	CM9695	05/01/17 9999FD992 ~ Interest		18,660.00			5310 29 490200	626	102316
3	CM9695	05/01/17 96CTLS0 ~ Principle PHASE I		7,000.00			5210 23 490200	617	102313
4	CM9695	05/01/17 96CTLS0 ~ Interest		5,555.00			5210 23 490200	631	102313
5	CM9695	05/01/17 97CTLW9 ~ Princple PHASE II		31,000.00			5210 23 490200	615	102313
6	CM9695	05/01/17 97CTLW9 ~ Interest		27,000.00			5210 23 490200	634	102313
7	CM9695	05/01/17 9CTLLQ ~ Principle PHASE II		8,000.00			5210 23 490200	611	102315
8	CM9695	05/01/17 9CTLLQ0 ~ Interest		828.75			5210 23 490200	622	102315
9	CM9695	05/01/17 96CTLR2 ~ Principle Carbon Hil		7,000.00			5210 23 490200	618	102312
10	CM9695	05/01/17 96CTLR2 ~ Interest		5,555.00			5210 23 490200	632	102312
11	CM9695	05/01/17 9CTLR0 ~ Principle Carbon Hill		30,000.00			5210 23 490200	616	102312
12	CM9695	05/01/17 9CTLR0 ~ Interest Carbon Hill		26,295.00			5210 23 490200	638	102312
128799	78936S	268 MILES CITY SANITATION INC.		60.00					
1	75100038	05/01/17 Airport ~ Trash Bins for Ma		60.00*		654	5610 87 430300	220	101000
128800	78883S	2831 MILES CITY STAR ADVERTISING		1,343.00					
1	183895	04/23/17 Flood ~ 1404 N. Custer		84.00		22959	1000 201 431200	331	101000
2	183744	04/07/17 Flood ~ 702 N. 2nd		84.00		22959	1000 201 431200	331	101000
3	183896	04/12/17 Flood ~ 620 N. 5th		90.00		22959	1000 201 431200	331	101000
4	183766	04/10/17 Flood ~ 711 N. South Center		84.00		22959	1000 201 431200	331	101000
5	184038	04/18/17 Flood ~ 103 Autumn Circle		90.00		22959	1000 201 431200	331	101000
6	184166	04/21/17 Flood ~ 103 Autumn Circle		84.00		22959	1000 201 431200	331	101000
7	184708	04/28/17 Flood ~ 717 N. Lake		90.00		22959	1000 201 431200	331	101000
8	183926	04/13/17 PD ~ legal Notice for Auction		330.00*		22590	1000 5 420140	220	101000
9	184168	04/21/17 PW ~ Invitation to Bid		325.60		23175	2510 107 430233	350	101000
10	184168	04/21/17 PW ~ Invitation to Bid		81.40		23175	2520 108 430233	350	101000

05/09/17
11:16:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/17

Page: 10 of 15
Report ID: A9100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
128801	78937S 1407 KDRMAS LEE & JACKSON INC	4,311.16							
1	10084739 05/18/17 Government Relations	2,510.13		22960	1000 201 431200	350		101000	
2	10083956 05/04/17 Program Managment	1,801.03		22960	1000 201 431200	350		101000	
128802	78886S 999999 DIANE VAN GORDEN	200.00							
1	DVG23209 05/25/17 Presentation Collection Mana	200.00		230209	2880 41 460100	380		101030	
128803	78887S 999999 YELLOWSTONE ART MUSEUM	200.00							
1	YSAT23210 05/25/17 Art Along the Yellowstone D	200.00		23210	2880 43 460100	350		101003	
128804	78938S 979 FIREMANS COMPANY	402.00							
1	7595 05/16/17 Annual Fire Exstinguisher Serv	402.00*		660	5610 87 430300	230		101000	
128805	78939S 999999 COY SHEETS	58.00							
1	TEV22600 05/22/17 Meal Allowance INTOX Trainin	58.00		22600	1000 5 420140	370		101000	
128806	78940S 999999 JUSTIN QUALLY	58.00							
1	TEV22599 05/22/17 Meal Allowance INTOX Trainin	58.00		22599	1000 5 420140	370		101000	
128807	78941S 999999 MIKE WILLEMS	46.00							
1	ATR22596 05/19/17 Meal Allowance Training	46.00		22596	1000 5 420140	370		101000	
128808	78942S 999999 JEFF NOBLE	13.00							
1	DMV18188 05/17/17 DMV Record fro TK2016-1043	13.00*		18188	1000 4 411100	220		101000	
128809	78943S 1649 MCC CENTRA ATHLETIC CENTER	1,100.00							
1	01012017 05/17/17 Annual Membership 2017 Fees	275.00		22598	1000 5 420140	334		101000	
2	01012017 05/17/17 Bontrager, Columbik, Willems	275.00		22598	1000 5 420140	334		101000	
3	01012017 05/17/17 Merial, Connelly, Baker,	275.00		22598	1000 5 420140	334		101000	
4	01012017 05/17/17 Sloan, Prell, Botts, Sheets	275.00		22598	1000 5 420140	334		101000	
128810	78944S 869 EAST MONT COMMUNICATIONS	50.00							
1	27853 05/10/17 Kenwood Microphone KMC-35	50.00*		22597	1000 5 420140	220		101000	
128811	78945S 1535 LUCAS & TONN PC	100.00							
1	LTPC052017 05/24/17 Westlaw - Professional Ser	100.00*		052017	1000 4 411100	350		101000	
128812	78946S 999999 JUSTINE DIGHANS	50.00							
1	444746 05/15/17 Soil	50.00*		23176	1000 13 460433	230		101000	
128813	78947S 499 CHECKERS INC	95.00							
1	73335 04/26/17 Random Drug Testing	95.00		23172	6040 910 430220	350		101000	

For the Accounting Period: 5/17

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128814		78948S 999999 FAIR MANUFACTURING, INC.	29,000.00					
1	4027	05/25/17 742DI Snocrete Snow Blower	29,000.00		23177	4060 911 430233	940	101000
128815		78949S 999999 STITCHING 4U	80.00					
1	4205	01/17/17 EMS ~ Patches	80.00		23132	5510 10 420730	214	101000
128816		78950S 2856 DXP ENTERPRISES INC.	1,126.89					
1	48796807	05/15/17 o2 Sensor for Gas Meter	177.18		23126	1000 7 420460	230	101000
2	48825882	05/26/17 SCBA Compressor Annual Servi	949.71		23136	1000 7 420460	360	101000
128817		C 4010 FELT, MARTIN, FRAZIER & WELDON,	874.97					
1	0002	04/30/17 Grievances ~	874.97		23251	1000 3 411101	350	101000
128818		78888S 2450 POSTMASTER (UTILITIES)	989.11					
1	USPS052017	05/30/17 Water and Sewer Postage	494.55		128818	5210 25 430510	311	101000
2	USPS052017	05/30/17	494.56		128818	5310 29 430610	311	101000
128819		78951S 999999 KELLY PRINTING SUPPLIES	1,009.90					
1	227307	05/24/17 Printer Cartridges	1,009.90		23135	1000 7 420460	210	101000
128820		78952S 1330 SCL Health - Sisters of Charity	2,417.00					
1	500188221	03/31/07 DUI Blood Draw	725.10		23302	1000 5 420140	350	101000
2	500183298	01/31/17	725.10		23302	1000 5 420140	350	101000
3	500191194	04/30/17	966.80		23302	1000 5 420140	350	101000
128821		78953S 999999 BRYSON BUSKA	91.04					
1	67240	05/31/17 Water & Sewer Refund	91.04		128821	5210 214010		101000
128822		78954S 999999 NATIONAL SENIOR CORPS ASSOC.	100.00					
1	Renewal	05/30/17 Annual Dues	100.00*		21279	2985 15 450340	334	101000
128823		78955S 999999 RICHARD OR KELLIE KAHTANI	48.67					
1	67241	05/31/17 Water & Sewer Refund	48.67		128823	5210 214010		101000
128824		78956S 999999 SIERRA NEGAARD	53.64					
1	67242	05/31/17 Water & Sewer Refund	53.64		128824	5210 214010		101000
128825		78957S 999999 RHONDA SANFORD	97.40					
1	67243	05/31/17 Water & Sewer Refund	97.40		128825	5210 214010		101000
128826		78958S 999999 CASSANDRA GARRISON	102.87					
1	67244	05/31/17 Water & Sewer Refund	102.87		128826	5210 214010		101000

* Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128827				96.85					
1	67245	05/31/17 Water & Sewer Refund	999999 RANDI NAVE	96.85		128827	5210 214010		101000
128828				16.21					
1	67246	05/31/17 Water & Sewer Refund	999999 KARI WILSON	16.21		122828	5210 214010		101000
128829				100.99					
1	67247	05/31/17 Water & Sewer Refund	999999 KAY ROESLEIN	100.99		128829	5210 214010		101000
128830				79.46					
1	67248	05/31/17 Water & Sewer Refund	999999 ZACHARY TALBOT	79.46		128830	5210 214010		101000
128831				1,000.00					
1	PBRA053117	05/31/17 Reserve Account	4009 PITNEY BOWES RESERVE ACCOUNT	1,000.00*		128831	1000 3 410500	311	101000
128832				476.23					
1	1844713	05/20/17 Sweeper Lease (Principle)	4073 JOHN DEERE FINANCIAL	422.14		664	5610 87 490500	645	101000
2	1844713	05/20/17 Sweeper Lease (Interest)		54.09*		664	5610 87 490500	646	101000
128833				1,485.02					
1	28805	05/30/17 Gate Cable	999999 IDEAL MFG., INC.	135.78*		666	5610 87 430300	230	101000
2	28706	05/05/17 Gate Pump & Control Valve		1,349.24*		656	5610 87 430300	230	101000
128834				1,418.07					
1	OCLC23213	05/30/17 Online Computer Catalog	999999 OCLC, INC.	1,418.07		23213	2220 16 460100	350	101000
128835				2,975.59					
1	MSL23212	05/30/17 Montana Shared Catalog	283 MONTANA STATE LIBRARY	2,975.59		23212	2220 16 460100	350	101000
128836				448.29					
1	TRECO05251	05/25/17 Southgate Lighting	2910 TONGUE RIVER ELECTRIC	401.84			2450 51 430263	341	101000
2	PTRECO0525	05/25/17 Radio Tower		46.45		21399	2850 105 420140	341	101000
128837				1,300.00					
1	KIWI051617	05/12/17 6th & Pacific	1426 KIWI PETES TREE SERVICE	1,300.00		23169	2510 107 430220	350	101000
128839				1,470.97					
1	14285	05/16/17 Supplies	910 EVERGREEN LANDSCAPING	47.63*		23173	1000 13 460433	230	101000
2	14429	05/16/17 Plastic Risers		758.34*		23173	1000 13 460433	230	101000
3	14705	05/31/17 Base Units		665.00*		23173	1000 13 460433	230	101000

06/06/17
11:16:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/17

Page: 14 of 35
Report ID: 48100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128840	78970S	1286 DENNIS HIRSCH	5,486.79					
1	DHC053117	05/31/17 May Building Permits	5,486.79		23179	2394 18 420531	350	101000
128841	78971S	721 DALES CLEANING SERVICE	600.00					
1	DCS53117	05/31/17 May ~ Dale Cleaning Service	600.00		23180	1000 8 411230	360	101000
128842	78972S	278 TITAN MACHINERY	679.03					
1	3172592	05/18/17 Unit 37 Grader/Cutter	271.61*		21668	2510 107 430220	363	101000
3	3172592	05/18/17	67.92		21668	2520 108 430220	363	101000
4	3172592	05/18/17	169.75*		21668	5210 23 430550	363	101000
5	3172592	05/18/17	169.75*		21668	5310 31 430630	363	101000
128843	78973S	4130 IBS, Inc.	221.90					
2	643824-1	05/05/17 Blade Parts	88.76*		21670	2510 107 430220	363	101000
3	643824-1	05/05/17	22.20		21670	2520 108 430220	363	101000
4	643824-1	05/05/17	55.47*		21670	5210 23 430550	363	101000
5	643824-1	05/05/17	55.47*		21670	5310 31 430630	363	101000
128844	78974S	2311 OLD DOMINION BRUSH	1,072.43					
1	0104792	05/16/17 Unit #43 & #44 Tube Broom	857.94*		21669	2510 107 430220	363	101000
2	0104792	05/16/17	214.49		21669	2520 108 430220	363	101000
128845	78975S	286 STANLEY CHIROPRACTIC OFFICE	160.00					
1	3352-CDL	05/11/17 CDL Physicals ~ Gray	64.00		23166	2510 107 430220	350	101000
2	3352-CDL	05/11/17	16.00		23166	2520 108 430220	350	101000
3	9074-CDL	05/11/17 CDL Physicals ~ Stone	80.00		23166	1000 13 460433	350	101000
128846	78976S	288 MILES CITY AREA CHAMBER OF	70.55					
1	7123415	05/25/17 Postage for newsletter	70.55*		21284	2985 15 450340	311	101000
128861	78977S	4022 MARILYNN FORMAN	600.00					
1	MF053117	05/31/17 May ~ Clean City Shop	250.00		23181	6040 910 430220	360	101000
2	PDMF053117	05/31/17 May ~ Clean Police Departm	350.00		23306	1000 5 420140	350	101000
128862	78978S	1120 GLADER ELECTRIC CO	1,329.25					
1	82541	05/19/17 Riverside Gazebo	446.25		23182	1000 13 460433	350	101000
2	82541	05/19/17	288.34*		23182	1000 13 460433	230	101000
3	82590	05/01/17 Parks	37.50*		23182	1000 13 460433	230	101000
4	82023	05/05/17 Vetran Park	65.00		23182	1000 13 460433	350	101000
5	23023	05/05/17	2.76*		23182	1000 13 460433	230	101000
6	82153	05/19/17 Riverside Park	65.00		23182	1000 13 460433	350	101000
7	82153	05/19/17	27.00*		23182	1000 13 460433	230	101000
8	82114	05/17/17 St Vincent Light Pole	42.50*		23182	2440 50 430263	360	101000
9	82181	05/19/17 Repair the Pole	340.00*		23182	2440 50 430263	360	101000
10	82181	05/19/17	14.90*		23182	2440 50 430263	360	101000

06/08/17
11:16:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/17

Page: 14 of 15
Report ID: AP100

* Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128864			78979S 999999 THOMAS RUSH	800.00					
			Account #2343500-00						
1	67548	06/02/17 Water an Refund Overpayments		800.00			5210 214010		101000
128867			78980S 1780 MILES CITY MOTOR SUPPLY	28.65					
1	6268490	05/09/17 Rivets		1.38		669	5610 87 430300	214	101000
2	6302032	05/31/17 Supply Items on Sale		27.27		669	5610 87 430300	214	101000
128868			78981S 523 CITY SERVICE, INC.	18,803.71					
1	0199445	05/31/17 5000 Gallons AvGas		18,803.71		671	5610 87 430300	237	101000
128869			78982S 870 EAST MAIN ANIMAL CLINIC	123.65					
1	EMAC0517	05/30/17 May ~ Animal Charges for Car		123.65		23312	1000 21 440600	350	101000
128870			78983S 4140 Stoltz Construction	9,041.50					
1	547845	05/16/17 1414 Gordon (curbing)		3,128.50		23167	2510 107 430234	350	101000
2	547847	05/22/17 512 N. Cottage (ADA)		3,390.00		23167	2510 107 430235	350	101000
3	547849	05/30/17 1703 Gordon (ADA)		2,373.00		23167	2510 107 430235	350	101000
4	547848	05/23/17 512 N. Cottage sprinkler repai		150.00		23167	2510 107 430220	350	101000
128871			78984S 2560 REGAN PLUMBING & HEATING	25.07					
1	217-51943	04/24/17 Underpass		0.67*		23183	1000 13 460433	230	101000
2	217-52219	05/22/17 Pumping Plant		24.40*		23183	1000 13 460433	230	101000
128872			78985S 800 DOEDEN CONSTRUCTION	485.90					
1	77223	05/02/17 3/4" Crushed Rock		485.90		23170	2510 107 430234	350	101000
128873			78986S 267 HAYNES ENTERPRISES	3,458.50					
1	2618	06/05/17 ADA & Curb		2,450.00		23185	2510 107 430235	350	101000
2	2618	06/05/17		1,008.50		23185	2510 107 430234	350	101000
128875			78895S 523 CITY SERVICE, INC.	1,850.00					
1	W057393	06/02/17 Truck Purchase Principle		1,781.09		672	5610 87 490500	650	101000
2	W057393	06/02/17 Truck Purchase Interest		68.91		672	5610 87 490500	651	101000
128876			78987S 4034 STEVE RICE	75.00					
1	SR128876	06/30/17 Police Commission ~ 2nd pmt		75.00			1000 5 420140	350	101000
128877			78988S 4033 MARK HILDERBRAND	75.00					
1	MH128877	06/30/17 Police Commission ~ 2nd pmt		75.00			1000 5 420140	350	101000

06/08/17
10:16:00

CITY OF MINNAPOLIS
Claim Details
For the Accounting Period: 5/17

Page: 15 of 16
Report ID: AFD00

* Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128878	78989S	4031 ED CURNAN		75.00					
1	EC128878	06/30/17 Police Commission ~ 2nd pmt		75.00			1000 5 420140	350	101000
128881	78990S	2579 ROBERT PECCIA & ASSO		31,186.84					
1	011 05/18/17	WW PHASE II ~ Personnel		31,186.84		23077	5310 33 430640	940	102279
128882	78991S	1970 MONTANA DAKOTA UTILITIES		88.97					
1	2145933016	05/23/17 Bucking Horse Outlets		41.43			1000 8 411230	341	101000
2	4052035479	05/23/17		47.54			1000 8 411230	341	101000
128883	78992S	1571 MACS FRONTIERLAND		186.90					
1	163059	05/16/17 A-20 Door Repair		186.90		23137	5510 10 420730	364	101000
128884	78993S	4001 CRITELLI COURIERS, INC,		297.50					
1	9766B	05/05/17 May Crate Delivery		297.50		23215	2880 39 460100	311	101020
128886	78994S	4119 Department of Environmental		70.00					
1	SR1706480	05/12/17 Renewal Fees		30.00*		23078	5210 23 430550	334	101000
2	SR1706480	05/12/17		40.00*		23078	5310 31 430630	334	101000
128888	78995S	999999 BUCKY JOHNSON		25.78					
1	1593515081	05/05/17 May~ Cell Phone Reimbursme		12.89		23075	5210 23 430550	345	101000
2	1593515081	05/05/17		12.89		23075	5310 31 430630	345	101000
128889	78996S	4142 HD Supply Waterworks, LTD		3,316.64					
1	H232372	05/25/17 Macro Couplings		1,634.63		23074	5210 23 430550	230	101000
2	H228893	05/26/17 Cap/Chain		175.77		23074	5210 23 430550	230	101000
3	H001950	05/26/17 Credit Invoice		-364.02		23074	5210 23 430550	230	101000
4	H256100	06/01/17 Restraint, Gasket and Macro		1,870.26			5210 23 430550	230	101000
128890	78997S	999999 MONTANA MAGISTRATES ASSOC.		200.00					
1	MMA50817	05/15/17 Annual Judges Dues		200.00*		22925	1000 6 410300	334	101000
# of Claims				117	Total:				885,693.77
Total Electronic Claims				874.97	Total Non-Electronic Claims				884818.80