

# AGENDA

*Regular Council Meeting  
City Council Chambers*

*November 13, 2012  
7:00 p.m.*

**CALL TO ORDER  
PLEDGE OF ALLEGIANCE  
ROLL CALL**

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

- a. City Council Meeting 10/23/2012
- b. Finance Committee Meeting 10/30/2012

**2. SCHEDULE MEETINGS**

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

**4. APPOINTMENTS**

**Ty Jones: Urban Supervisor, Conservation District  
Keith Brownfield: Airport Commission**

**5. PROCLAMATIONS**

**6. STAFF REPORTS**

**Dawn Colton, Grant Administrator: Update on Riverside Restroom Project**

**7. CITY COUNCIL COMMENTS**

**8. MAYOR COMMENTS**

**9. PUBLIC HEARINGS**

**10. OLD BUSINESS**

- a. **RESOLUTION NO. 3558:** A Resolution Approving An Agreement With The State Of Montana Department Of Environmental Quality (DEQ) For The City Of Miles City To Review Certain Water Supply, Wastewater, Solid Waste And Stormwater Systems In Subdivisions And Providing For Reimbursement To The City For Such Services.
- b. **RESOLUTION NO. 3559:** A Resolution Authorizing An Ambulance Billing Services Agreement Between The City Of Miles City And Montana Emergency Health Care Consultants, Inc., A Montana Corporation, Doing Business As Solestone Reimbursement Services.

- c. **Request to Confirm Phasing Plan for Revised Preliminary Plat of Southgate Meadows and Set Revised Conditions of Plat**

**11. BID AWARD**

**BID OPENING**

**12. NEW BUSINESS**

- a. **RESOLUTION 3561: Barrie Matthews Purchase of City Property**
- b. **RESOLUTION 3562: Approval of Contract with Jannete Jones**
- c. **RESOLUTION 3563: “Safe Route to School” Grant**
- d. **Discussion on City of Miles City’s Growth Policy – City Planning Board**
- e. **Brownfields Assessment Grant Application: Connie Muggli, Historic Pres. Officer**
- f. **Approval of Claims: October 2012**

**14. ADJOURNMENT**

Public comment on any public matter that is not on the agenda of this meeting can be presented under a 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**

**October 23, 2012  
7:00 p.m.**

### **CALL TO ORDER**

The Regular Council meeting was held Tuesday, October 23, 2012, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Mayor C. A. Grenz called the meeting to order. Council members present were Roxanna Brush, John Hollowell, Mark Ahner, Jerry Partridge, Bill Melnik and Sue Galbraith. Council members Dwayne Andrews and John Uden were absent.

Also present were City Attorney Jerry Huss, Fire Chief Dale Berg, City Planner Dianna Broadic, Police Chief Doug Colombik, Public Utilities Director Al Kelm and Council Recorder City Clerk Becky Stanton.

### **PLEDGE OF ALLEGIANCE**

Mayor Grenz led the Council in the Pledge of Allegiance.

### **APPROVAL OF COUNCIL & COMMITTEE MINUTES**

#### **Regular Council Minutes – 10/09/2012**

\*\* *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of October 09, 2012, with a correction, seconded by Councilperson Brush. The motion then passed unanimously, 6-0.*

#### **Finance Committee Meeting – 10/10/12**

\*\* *Councilperson Brush moved to approve the minutes of the Finance Committee Meeting of October 10, 2012, seconded by Councilperson Melnik. The motion then passed unanimously, 6-0.*

#### **Special Council Minutes – 10/15/2012**

\*\* *Councilperson Brush moved to approve the minutes of the Special Council Meeting of October 15, 2012, seconded by Councilperson Galbraith. The motion then passed unanimously, 6-0.*

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Council Minutes 2012 1023

## **Finance Committee Meeting – 10/17/12**

- \*\* *Councilperson Ahner moved to approve the minutes of the Finance Committee Meeting of October 17, 2012, seconded by Councilperson Melnik. The motion then passed unanimously, 6-0.*

## **SCHEDULE MEETINGS**

**Finance Committee Meeting:** Tuesday, October 30, at 12:00p.m.

## **REQUEST OF CITIZENS & PUBLIC COMMENT**

Jim Atchison of Southeastern Montana Economic Development Corporation (SMEDC) thanked the City of Miles City for supporting them and renewing its membership with SMEDC. He then presented Mayor Grenz with a Certificate of Appreciation for the City of Miles City.

## **PROCLAMATIONS**

-None

## **STAFF REPORTS**

**DAWN COLTON, Grant Administrator – Update on Riverside Restroom Project:** Administrator Colton was on vacation, but City Planner Broadie reported that the Pre-Construction meeting was scheduled for Wednesday, October 24, 2012, at 1:00 p. m. Everything appears to be on schedule.

**AL KELM, Public Utilities Director –** reported on the Wastewater **Effluent** Building progress and then reported on the difficulties for finding a location for the new lift station at North Haynes Avenue. It has since been resolved.

Director Kelm wanted to commend street sweeper Wayne Nile, who found a wallet lying in the street and turned it over to the police who then found its owner. There was not anything missing from the wallet and the owner wrote a nice thank you note.

## **CITY COUNCIL COMMENTS**

Councilperson Ahner – asked if the City was moving forward with the speed limit signs in the school zones. City Attorney Huss is involved and Director Kelm said it will cost \$3.00 a sign for 80 signs. It was suggested that whenever someone was ticketed, part of the fine could be designated to help pay for the signs.

Councilperson Brush – explained that the growth policy she mentioned at the last Council meeting was brought up because the Planning Board needs Council approval in order to review the Growth Policy.

Councilperson Galbraith – thanked City employees Scott Gray, Jim Garza, Bill Ronning and Tina Schmidt for their work on the dike repair. She also wanted to thank Bill Ronning and Wayne Nile for their work sorting out the rip rap.

Councilperson Hollowell – wanted to thank the above City employees as well. Floodplain Administrator Malenovsky mentioned that these employees had noticed through constant watching, a slough on the Yellowstone River dike which was undercutting the bank. He also wanted to thank DES Coordinator, Jim Zabrocki, for writing a grant which gives all City and County vehicles new radios and will allow for a frequency for Disasters. The Coal Board granted \$60,000 towards the Custer County Jail Assessment which, along with Custer County and the City of Miles City's donations, will enable it to begin. He wanted to thank SMEDC grant writer Julie Kurkow, Custer County Sheriff Tony Harbaugh and Councilperson Ahner for their help in obtaining the funds.

## **MAYOR COMMENTS**

There will be a Mapping Your Neighborhood for Emergency Preparedness Disaster session scheduled at Miles Community College on Thursday, November 8<sup>th</sup>, at 7:00pm. It aids in getting neighborhoods organized during a disaster.

He also wanted to post the Water Department Utility Billing Clerk's position this week. City Clerk Stanton stated that the job position was ready to post.

## **PUBLIC HEARINGS**

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Council Minutes 2012 1023

-None

**OLD BUSINESS**

**RESOLUTION NO. 3550:** A Resolution Establishing Wages And Salaries For City Employees For Fiscal Year 2012-2013

\*\* *Councilperson Galbraith moved to approve the Resolution, seconded by Councilperson Melnik. On roll call vote, the motion passed unanimously, 6-0.*

**RESOLUTION NO. 3551:** A Resolution Approving The Work Plan And Budget For Fiscal Year 2012-2013 For Business Improvement District No. 101

\*\* *Councilperson Ahner moved to approve the Resolution, seconded by Councilperson Brush. On roll call vote, the motion passed unanimously, 6-0.*

**RESOLUTION NO. 3552:** A Resolution Levying An Assessment For Fiscal Year 2012-2013 Upon All Property In Business Improvement District No. 101 And Determining The Method Of Such Assessment.

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

Councilperson Ahner explained that City Attorney Huss had sent a memo to all the Councilpersons stating this Resolution needed to be adopted after Resolution No. 3551 was adopted. This Resolution is being presented again for approval.

\*\* *On roll call vote, the motion passed unanimously, 6-0.*

**RESOLUTION NO. 3553:** A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2012-2013 To Appropriate Unappropriated Cash Balances From The Capital Improvement Fund No. 4000 For The Purchase Of A Prisoner Transport Van

\*\* *Councilperson Brush moved to approve the Resolution, seconded by Councilperson Melnik. On roll call vote, the motion passed unanimously, 6-0.*

**RESOLUTION NO. 3556:** A Resolution Authorizing The Assignment From Bullis-Graves Memorial Chapel/Eastern Montana Cremation Service To Big Sky Cremation Services, L.L.C. Upon Lots 4 And 5 Of Tract E Of The Industrial Site Owned By The City Of Miles City, Montana;

\*\* *Councilperson Ahner moved to approve the Resolution, seconded by Councilperson Brush.*

Councilperson Ahner mentioned that the Finance Committee has recommended to the Mayor that the City needs to have proof of insurance listing the City of Miles City as an additional insured before signing the lease

\*\* *On roll call vote, the motion passed unanimously, 6-0.*

### **BID AWARDS**

-None

### **BID OPENING**

Bid Item #8 – 2 Air Conditioners were bid on by Craig Dalakow twice. One bid was for \$25 and other was for \$20. Mayor Grenz said he had put a bid in for him.

\*\* *Bid was awarded to the highest bidder, Craig Dalakow, for \$25.*

Item #12 – Chair with broken arm was bid on by Linda Wildman for \$10. There were no other bids

\*\* *Bid was awarded to Linda Wildman for \$10.*

No other items were bid on by anyone.

### **NEW BUSINESS**

**RESOLUTION NO. 3558:** A Resolution Approving An Agreement With The State Of Montana Department Of Environmental Quality (DEQ) For The City Of Miles City To Review Certain Water Supply, Wastewater, Solid Waste And Stormwater Systems In Subdivisions And Providing For Reimbursement To The City For Such Services.

\*\* *Councilperson Brush moved to send the Resolution to the Finance Committee, seconded by Councilperson Galbraith.*

Councilperson Ahner inquired if this was a new process? Director Kelm explained that the City has not had this before and it gives the City Sanitarian the ability to sign off on water, sewer and stormwater systems in subdivisions under 20 acres. They would not have to be signed off on by DEQ. The City Sanitarian, Mike Rinaldi, is named specifically in the above contract. Councilperson Ahner is concerned about the extra work load to the City Sanitarian and the cost to the City. Would the reimbursement cover the costs? Mayor Grenz said the City would receive the fee normally paid to DEQ.

*On roll call vote, the motion passed unanimously, 6-0.*

**RESOLUTION NO. 3559:** A Resolution Authorizing An Ambulance Billing Services Agreement Between The City Of Miles City And Montana Emergency Health Care Consultants, Inc., A Montana Corporation, Doing Business As Solestone Reimbursement Services.

\*\* *Councilperson Galbraith moved to send the Resolution to the Finance Committee, seconded by Councilperson Brush. On roll call vote, the motion passed unanimously, 6-0.*

**RESOLUTION NO. 3560:** A Resolution Authorizing An Amendment To The Agreement With DOWL LLC, An Alaskan Limited Liability Company, Doing Business As DOWL HKM, For Engineering Services For The Riverside Park Path Project.

\*\* *Councilperson Ahner moved to approve the Resolution, seconded by Councilperson Brush.*



Councilperson Ahner explained that this was a request by Dowl HKM for an additional \$13,799.12 of which CTEP will pay \$11,947.00. The remaining \$1,852.12 will be paid for by the City. The increased costs are for an increase in hours from 101 to 300, and this is due to a request by the City for a manual for the construction project to be written so tightly in order to avoid any change orders.

\*\* *On roll call vote, the motion passed unanimously, 6-0.*

### **APPOINTMENTS**

-None

### **ADJOURNMENT**

\*\* *Councilperson Galbraith moved to adjourn the meeting, seconded by Councilperson Melnik and passed unanimously, 6-0.*

The meeting was adjourned at 7:37 p.m.

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**C.A. GRENZ, Mayor**

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**Becky Stanton, City Clerk**

## **Finance Committee Meeting October 30, 2012**

The **Finance Committee** met October 30, 2012, at 12:00 p.m. in the City Hall Conference Room. Present were Chairperson Mark Ahner and Committee Members Jerry Partridge and Roxanna Brush. Committee Member Bill Melnik was absent. Also present were Councilperson Sue Galbraith, Mayor Chris Grenz, Fire Chief Dale Berg, City Planner Dianna Broadie, Treasurer John Moorehead, Human Resource/Payroll Officer Billie Burkhalter and Recorder City Clerk Becky Stanton.

### **Request by Barrie Matthews to Purchase City Property:**

Chairperson Ahner explained Mr. Barrie Matthews has offered to purchase the lot adjacent to the Big Sky Smile Center. The description is West 35 feet of Lot 1, Legion Addition No. 2. City Planner Broadie did advertise the property for bids in the Miles City Star and received one bid from Mr. Matthews. He is offering to purchase it for \$5,000 plus closing costs. Chairperson Ahner said that it has no functional use and that Mr. Matthews has maintained the lot throughout the past years.

Attorney Dan Rice, who is representing Mr. Matthews, stated that they had the title company do a preliminary title search and did not find any express easements. Mr. Matthews would agree to grant an express easement for the roadway.

\* \* *Chairperson Ahner moved to recommend that the Council approve the offer to purchase the above property by BAM, LLC., a Montana limited liability company, of which Barrie and Anna Matthews are members. The purchaser would pay closing costs and title insurance, would reserve the existing roadway and any utility rights-of-way to the City, subject to review by City Attorney Huss. The motion was seconded by Committee Member Brush, and motion carried unanimously, 3-0.*

### **Review of Resolution No. 3558 – An agreement with the Department of Environmental Quality for the City to review certain Water, Wastewater and Storm Water Systems in Subdivisions.**

Mayor Grenz stated that this agreement was initiated because of City Sanitarian Mike Rinaldi's qualifications. Mr. Rinaldi has met the Reviewer Qualifications as set out in ARM 17.36.116, which is explained under Section 5 of the agreement.

Chairperson Ahner explained that he had a concern under Section 6 of the Agreement, "Consideration/Payment", which was whether the fees will cover Mr. Rinaldi's cost to the City. City Planner Broadie has sent a question to the Department of Environmental Quality (DEQ) about this. The fees are sent to DEQ and then they will

send the money to the City on a quarterly basis.

Chairperson Ahner brought attention to Section 10, "Required Insurance", and noted that a certificate of insurance is required. It was determined that the City Attorney will review this item.

\* \* *Chairperson Brush moved to recommend that the Council approve the Resolution, contingent upon City Attorney Huss' review. The motion was seconded by Committee Member Partridge; the motion carried unanimously, 3-0.*

### **Review of Resolution No. 3559 – Authorizing an Ambulance Billing Services Agreement between Miles City and Solestone Reimbursement Services**

Fire Chief Berg noted that City Attorney Huss has reviewed the contract and approved it. Chairperson Ahner noted that Solestone would invoice the City for 7% of the total net monthly collections. He asked if the original contract had 8%. Fire Chief Berg explained that the original contract was for two years and then he found out that the City could only do a contract for one year. Solestone agreed to do the first six months at 7% and then increase it to 8% the next twelve months, with a cap on the 8%. He suggested the City review the contract at the end of the first six months and determine if it is working for the City as planned. If it is, then the City can negotiate the 8%.

Councilperson Galbraith said under Section 13, "Remedies", that the only remedy for lack of performance is to terminate the contract. She felt that the City should have some remedy for the money lost due to lack of performance. Fire Chief Berg would note that with City Attorney Huss.

Chairperson Ahner brought up a comment from the City's auditors, Olness and Associates, which was that the Fire Department had to stay on top of this in order to maximize revenues. Fire Chief Berg noted that he is in the process of developing procedures and policies to do that.

City Clerk Stanton said she had a concern with the contract on Section 1j, "Description of Services". When Fire Chief Berg, Ambulance Billing Clerk Watts and she had visited on the phone with Solestone, they had agreed that the monthly financial reports would be provided to the City by the 10<sup>th</sup> of the month instead of the 15<sup>th</sup>. Fire Chief Berg agreed that Solestone had approved that. He will let the City Attorney know this.

\* \* *Chairperson Ahner moved to recommend that the City Council approve the Resolution with one correction, which would be under Section 1j, to read 10 days instead of 15 days. The motion was seconded by Committee Member Brush; the motion carried unanimously, 3-0.*

**Request by City Treasurer for Miles City to provide health insurance for the Treasurer's position**

City Treasurer Moorehead stated that he is asking for the same health insurance coverage that the Mayor has received, and he asked for the Council as a whole to vote on this matter. They are both elected officials and he feels they should be treated the same as far as benefits.

There was extensive discussion.

\* \* *Chairperson Partridge moved to recommend that the Council approve the City paying for health insurance for the City Treasurer's position. The motion was not seconded, so the motion died.*

After more discussion, City Treasurer Moorehead requested the issue be brought before the City Council. He asked Mayor Grenz if he would allow the City Council as a whole to review this request. Mayor Grenz said he would be happy to put it on the next Council agenda.

**Request of Citizens**

There being no further business, Committee Member Brush moved to adjourn the meeting, seconded by Committee Member Partridge. The meeting was adjourned at 12:35 p.m.

Respectfully Submitted:

\_\_\_\_\_  
Chairperson Mark Ahner

\_\_\_\_\_  
City Clerk Becky Stanton

**RESOLUTION NO. 3558**

**A RESOLUTION APPROVING AN AGREEMENT WITH THE STATE OF MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) FOR THE CITY OF MILES CITY TO REVIEW CERTAIN WATER SUPPLY, WASTEWATER, SOLID WASTE AND STORMWATER SYSTEMS IN SUBDIVISIONS AND PROVIDING FOR REIMBURSEMENT TO THE CITY FOR SUCH SERVICES.**

*WHEREAS*, the Montana Department of Environmental Quality (DEQ) has proposed to the City of Miles City that the City conduct certain water supply, wastewater, solid waste, and stormwater systems in subdivisions pursuant to 76-4-104 MCA;

*AND WHEREAS*, DEQ has proposed to the City of Miles City a contract for such services under those terms, conditions, and compensation set forth in the contract (DEQ Contract #513016) attached hereto as Exhibit "A" and made a part hereof;

*AND WHEREAS*, upon review of such contract, the City Council finds that the terms, conditions, and compensation of the agreement are acceptable to the City of Miles City;

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

It does hereby authorize and approve the terms and conditions of the contract (DEQ Contract #513016), attached hereto as Exhibit "A" and made a part hereof, and hereby authorizes the Mayor of the City of Miles City to execute and bind the City of Miles City to the terms and conditions of such contract and to carry out its terms.

**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 NOVEMBER, 2012.**

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C.A. Grenz, Mayor

ATTEST:

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Rebecca Stanton, City Clerk

**CONTRACTORS COPY**

**1. PARTIES**

THIS CONTRACT, is entered into by and between the State of Montana **The Department of Environmental Quality**, (hereinafter referred to as DEQ), and **Miles City**, (hereinafter referred to as the "City"). This Contract is entered into for the purpose of delegating to the City, pursuant to Section 76-4-104, MCA, the authority to review certain water supply, wastewater, solid waste and stormwater systems in subdivisions. The City will review subdivision applications for completeness and to determine whether certain systems, which are identified in 4.1.3.4 and Attachment A comply with the Sanitation in Subdivisions Act, the Montana Water Quality Act, and applicable administrative rules and Circulars. The purpose of this Agreement is also to provide reimbursement to the City for performing site evaluations and related services for subdivisions, pursuant to ARM 17.36.804(3). The parties specifically agree it is not their intent that any provision of this Agreement is a cessation or waiver of any of the counties regulatory authority, including that set forth in Section 50-2-116 MCA. The parties, in consideration of mutual covenants and stipulations described below, hereby agree as follows:

**THE PARTIES AGREE AS FOLLOWS:**

**2. EFFECTIVE DATE, DURATION, AND RENEWAL**

- 1.1. Contract Term. This Contract shall take effect on **September 1, 2012** and terminate on **June 30, 2013**, unless terminated earlier in accordance with the terms of this Contract.
- 1.2. Contract Renewal. This Contract may, upon mutual agreement between the parties and according to the terms of the existing Contract, be renewed in 1 year intervals, or another interval that is advantageous to DEQ. This Contract may not exceed any time limits imposed by statute.

**3. COST/PRICE ADJUSTMENTS**

- 3.1. Cost Adjustments by change in ARM 17.36.804. City will be reimbursed at rates established in ARM 17.36.804.

**4. SERVICES AND/OR SUPPLIES**

- 4.1. City agrees to:

- 4.1.1. Initial Receipt of Application and General Requirements. **City shall date stamp at least the first page of the application so DEQ can accurately enter the application into its database for tracking purposes. City shall send a copy of the first two pages of the application along with fees to DEQ. City shall check for waivers or deviations and forward these to DEQ within 5 working days.** DEQ shall email the City an EQ number. All information received from the applicant must be date stamped by the City for tracking purposes. City shall notify DEQ by email when City denies and receives additional information. City shall send to DEQ electronic versions of all denial letters and approvals.

- 4.1.2. Completeness Review. City shall review all subdivision applications for completeness using forms approved by DEQ. If a subdivision application is incomplete, City shall submit a denial letter to the applicant. The letter must contain the results of the City's review and must specify any deficiencies in the application with references to sections of applicable rules and design standards. If the application is incomplete the City shall submit a denial letter to the applicant and send DEQ both an electronic & a hard copy of the denial letter.

- 4.1.3. Compliance Review. For complete applications, City shall perform a

detailed review of the water supply, wastewater, stormwater, and solid waste systems identified in Attachment A of this Agreement. The purpose of the detailed review shall be for the City to determine whether the systems proposed in the application comply with Sections 76-4-101 et seq., MCA ("Sanitation in Subdivisions Act"), Sections 75-5-101 et seq., MCA ("Montana Water Quality Act"), Sections 17.36.101 through 17.36.805 and Sections 17.30, subchapters 5 and 7 of the Administrative Rules of Montana ("ARM"), and the applicable Circulars promulgated pursuant to the Acts.

**4.1.3.1.** City review of wastewater systems must include review for compliance with the nondegradation requirements of the Water Quality Act and the state nondegradation rules.

**4.1.3.2.** City may not perform compliance review of water supply, wastewater, stormwater, or solid waste systems other than those identified in Section 4.1.3.4 and Attachment A of this Agreement.

**4.1.3.3.** City shall review the environmental assessment information provided by the applicant and shall be available to consult with DEQ regarding the completeness and accuracy of such information.

**4.1.3.4.** City shall perform compliance review, pursuant to Section 4.1.5 only for the systems indicated in **Attachment A**. City review authority under this Agreement does not extend to public systems whether required to be submitted by a Professional Engineer or not.

**4.1.4.** Time for Review. Within **45 days** of its receipt of a subdivision application, City shall either:

**4.1.4.1.** determine that the application is incomplete and issue a notice to the applicant; or

**4.1.4.2.** submit to DEQ the City's completed and signed review of the application, with all materials required by this Section.

**4.1.4.3.** If the subdivision includes public systems, any system not reviewable by City, or any system the City chooses not to review, City shall send the appropriate materials to DEQ for review within 5 days of receipt by City.

**4.1.5.** Contents of City Submittals to DEQ. City shall submit to DEQ the following materials regarding applications for subdivisions:

**4.1.5.1.** A completed application form signed by the owner and any information attached to the form;

**4.1.5.2.** Copies of all correspondence and other documents regarding the proposed subdivision. The documentation must provide adequate evidence that the plans and specifications for the proposed subdivision are in compliance with all applicable state laws, rules and Circulars;

**4.1.5.3.** The review fee and the subdivision review fee calculation form;

**4.1.5.4.** A completed and signed subdivision review checklist, in a form approved by DEQ, together with calculations, notes, and any other relevant information that provides adequate evidence that City has reviewed the application to ensure compliance with appropriate design standards;

**4.1.5.5.** A completed and signed nonsignificance determination checklist and all supporting documentation;

**4.1.5.6.** A certification, in a form approved by DEQ, stating that, based upon City's review of the application under applicable state laws, rules, and Circulars, the identified systems either do or do not comply with the applicable state requirements; and

**4.1.5.7.** If City recommends approval of a subdivision application, a completed and signed certificate of subdivision approval.

**4.1.5.8.** A copy of the water well sample sheet with the GWIC identification number written on it should be placed in the front of the file so DEQ can enter

water quality data and then forward it to GWIC.

**4.1.6. Waivers and Deviations.** If, for any water supply, wastewater, stormwater, or solid waste systems proposed in an application regardless of whether the system is designated for City review in Attachment A, the plans and specifications for the proposed subdivision would require a waiver from the DEQ subdivision rules or a deviation from the requirements of the DEQ Circulars, City shall notify the applicant of the required fee(s) and, upon receipt of those fees, prepare or have the applicant prepare a waiver/deviation request in a format approved by DEQ, together with a justification for the waiver/deviation from the applicant and City's recommendation.

**4.1.6.1. City shall submit the waiver/deviation request to DEQ within 20 days of the City's receipt of the request and appropriate fees.** DEQ shall respond to the waiver/deviation request within 20 days of DEQ's receipt of the request.

**4.1.6.2.** City may not recommend approval of a subdivision application until all necessary waiver/deviation requests have been approved by DEQ.

**4.1.7. DEQ Consultation.** Upon request of the City, DEQ agrees to provide consultation to City regarding the subject matter of this agreement.

**4.1.8. Site Evaluations.** City shall perform site evaluations and related services for subdivisions, pursuant to ARM 17.36.804(3), as mutually agreed by City and DEQ.

**4.1.9. As-Built Lot Layout Review.** City may perform the review of minor changes to a certificate of subdivision approval made through an "As-Built" lot layout document. Unless otherwise provided by DEQ rules, only the following changes may be made through the "as-built" procedure:

**4.1.9.1.** Relocations of water or wastewater systems provided that the changes comply with Title 76, chapter 4, part 1, MCA; Title 17, chapter 36, ARM; and all related rules and regulations, for example,

- 1) moving the location of a well or cistern within the lot boundaries provided the new location meets separation distances and will not adversely change the quality, quantity and dependability of the water supply,
- 2) moving the location of the wastewater treatment system within the lot boundaries provided the new location meets separation distances and site evaluation criteria, and the wastewater system is sufficient in terms of capacity and dependability.

**4.1.9.2.** Changes to water or wastewater systems that do not significantly affect the approval statement of the subdivision, for example:

- 1) replacing distribution piping with gravelless chambers or vice versa in accordance with Circular DEQ-4,
- 2) replacing a standard trench system with a pressure-dosed system that is designed according to Circular DEQ-4 and reviewed by the certified reviewer,
- 3) replacing a previously approved system with a similar system designed in accordance with the current version of Circular DEQ-4,
- 4) replacing components in a previously approved system with similar components that meet criteria in Circular DEQ-4, and
- 5) adding a water or wastewater treatment system that provides greater treatment than the approved system provided the approved system is installed and used as a redundant system and the new treatment system does not interfere with the operation of the approved system,
- 6) installing any Level 2 system in place of any other Level 2 system through the as-built process as long as no other facilities are changing,



7) approving changes to sizes of approved systems unless there is a limitation on the ground that can not be overcome. If the Certificate of Subdivision Approval is for a 3 bedroom home the City may issue a permit for a larger home unless there are limitation caused by the soils, slope etc.

4.1.9.3. The "as-built" lot layout document must be submitted to the Department and filed with the Clerk and Recorder within 30 days of approval.

4.2. DEQ oversight of the City's review of subdivision applications shall be limited to the following:

4.2.1. DEQ shall determine, by reviewing the City review checklist or by other means, whether the City has conducted a completeness review of the application and whether the City has completed compliance review of all systems designated in Section 4.1.3.4 and Attachment A. If DEQ determines that the City has not conducted a completeness review or has not reviewed all designated systems, DEQ may either return the application to the City for further review or may itself complete the review. If the City fails to conduct any part of the review required under this Agreement within the **45-day** review period for the application, DEQ shall withhold the portion of the fee applicable to that portion of the review.

4.2.2. DEQ may, during the **55-day** review period, check the accuracy of the City's review of subdivision applications, for purposes of determining City's compliance with the reviewer qualification and performance standards set out in Section 5. DEQ accuracy checks shall be limited to 10% of the applications submitted to DEQ by City, except that DEQ may also review an application upon the City's request, or when DEQ has reason to question the City's determination for a particular submittal. If DEQ identifies possible errors or discrepancies in the City's review of a specific application, DEQ shall consult with the City's reviewer. If, after consultation with the City, DEQ does not agree with the City's determination regarding an application's compliance with applicable state laws, rules and Circulars, DEQ may, prior to the expiration of the review period for the application, modify the City determination regarding the state requirements.

4.2.3. In addition to or instead of checking City's review of applications during the review period, DEQ may conduct an annual audit of a representative sample of applications reviewed by City, for purposes of determining City's compliance with the reviewer qualification and performance standards set out in Section 5.

## 5. KEY PERSONNEL; REVIEWER QUALIFICATIONS AND PERFORMANCE STANDARDS

5.1. City review of subdivisions under this Agreement may be performed only by **Michael Rinaldi RS** or by another person approved by DEQ. In the event a DEQ-approved reviewer becomes unavailable to work under this Agreement, City shall immediately notify DEQ of the fact and shall name a proposed substitute, along with justification in sufficient detail to allow DEQ to evaluate the ability of the substitute. City may not use a substitute until DEQ has approved the substitute in writing, which approval shall be deemed a part of this Agreement.

5.2. Minimum qualifications. City reviewers must meet the qualifications set out in ARM 17.36.116, to include:

5.2.1. Registered sanitarian or registered professional engineer;

5.2.2. Pass, with a score of at least 90%, the current written exam administered by the DEQ; and

5.2.3. Minimum of 1 year's experience performing subdivision review as provided in ARM 17.36.116(2)(b).

5.3. Training. DEQ may require City reviewers to comply with training and examination requirements as necessary to ensure that reviewers are qualified to accurately review the systems identified in Attachment A.

5.4. Performance standards. City's review of subdivision applications must demonstrate a consistent and accurate level of performance in evaluating whether systems identified in Attachment A comply with applicable state laws, rules and Circulars. City must also ensure that documentation in applications is complete, accurate, and adequately demonstrates that the application complies with applicable state laws, rules and Circulars.

5.5. Remedies. If the City fails to meet the performance standards set out in Section 5.4 above, DEQ may, after consultation with City, issue a written determination that the City reviewer is not qualified to review subdivisions under this Agreement. If disqualification of the reviewer results in the City lacking a qualified person to review subdivisions, then the DEQ may terminate this Agreement pursuant to Section 15.

## 6. CONSIDERATION/PAYMENT

6.1. In consideration of services rendered pursuant to the Contract, DEQ agrees to reimburse City, on a quarterly basis, the fees set out in the most current version of ARM 17.36.804 for the subdivisions that City reviews, and for site evaluations and related services. DEQ will not reimburse City for any component of a review not performed by City.

## 7. ACCESS AND RETENTION OF RECORDS

7.1. Access to Records. The City agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Montana Code Annotated § 18-1-118.)

7.2. Retention Period. The City agrees to create and retain records supporting the services performed by the City listed in section 4.1 for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation or exception relating to this Contract taken by the State of Montana or a third party.

## 8. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The City may not assign, transfer or subcontract any portion of this Contract without the express written consent of DEQ. The City shall be responsible to DEQ for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the City. No contractual relationships exist between any subcontractor and DEQ.

## 9. HOLD HARMLESS/INDEMNIFICATION & INSURANCE COVERAGE

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability.

Each party agrees to maintain reasonable coverage for such liabilities, either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.

## 10. REQUIRED INSURANCE

10.1. General Requirements. The City shall maintain for the duration of the Contract, at its cost and expense, 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 work by the City, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

10.2. Specific Requirements for Commercial General Liability.

The City shall purchase and maintain coverage for bodily injury, personal injury, and property damage of \$750,000 per claim and \$1,500,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the City or its officers, agents, representatives, assigns or subcontractors.

**10.3. Certificate of Insurance/Endorsements.**

A certificate of insurance from an insurer with a Best's rating of no less than A-, indicating compliance with the required coverages, was received by the Department of Environmental Quality prior to execution of this Contract. The City must notify DEQ immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. DEQ reserves the right to require complete copies of insurance policies at all times.

**11. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Neither the City nor its employees are employees of DEQ. City and any subcontractor must comply with the provisions of the Montana Workers' Compensation Act while performing work for DEQ 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 City's exemption, or documentation of corporate officer status. This insurance or exemption must be valid for the entire term of the Contract. If the insurance or exemption used as proof of compliance expires during the term of this Contract or a renewal, City shall immediately send proof of current insurance/exemption.

**12. COMPLIANCE WITH LAWS**

The City and any subcontractor must, in performance of work under this 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. Any subletting or subcontracting by the City subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the City 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, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

**13. CONFLICT OF INTEREST**

For the purposes of the Montana Code of Ethics, City and each of its employees and subcontractors is a "public employee" for the purposes of this Contract. As such, City and each of its employees and subcontractors is subject to the requirements of Title 2, Chapter 2, MCA, regarding conflicts of interest, including but not limited to sections 2-2-104, 2-2-105, 2-2-121, and 2-2-201, MCA.

If DEQ discovers that an employee of City is in violation of this Section, DEQ may, after consulting with City, terminate this Contract or take other appropriate measures to address the conflict and City shall reimburse DEQ for any services DEQ requires be performed by another City that duplicate the services performed by the employee who violated this Section.

**14. DISCLOSURE**

City agrees to notify DEQ of any actual, apparent, or potential conflict of interest with regard to any individual working on a work assignment or having access to information regarding a subcontract. Notification of any conflict of interest shall include both organizational conflicts of interest and personal conflicts of interest (which are defined as the same types of relationships as organizational conflicts of interest, but applicable to an individual). In the event that a personal conflict of interest exists, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned work that created the conflict of interest situation.

City certifies that it has identified all current employees and proposed subcontractor's employees that will perform work under this Contract and that have worked for the State of Montana in the last two

years prior to the effective date of this Contract. City further certifies that, pursuant to §2-2-105(3), MCA, no former employee of DEQ, the State of Montana or local government may work under this Contract for a period of twelve months after voluntary termination of public employment, if by working under the Contract the employee will take direct advantage, unavailable to others, of matters with which the employee was directly involved during the employee's public employment. Pursuant to §2-2-201, MCA, a former employee of state or local government may not, within 6 months following the termination of public employment, contract or be employed by an employer who contracts with the state or any of its subdivisions involving matters with which the former public employee was "directly involved", as defined in §2-2-201, MCA, during employment. City further certifies it shall identify any new employees hired during this Contract that will perform work under this Contract and that have worked for the State of Montana in the last two years prior to the effective date of this Contract. Disclosure in all cases shall include the name of the agency and the nature of work performed by the employee.

## 15. CONTRACT TERMINATION

**15.1. Termination for Cause with Notice to Cure Requirement.** DEQ may terminate this Contract for failure of the City to perform any of the services, duties, or conditions contained in this Contract after giving the City written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**15.2. Reduction of Funding.** The City understands and agrees that DEQ, as a state agency, is dependent upon state appropriations for its funding; and that actions by the Montana Legislature may preclude funding this Contract through the completion date stated in Section 2. Should such a contingency occur, the parties agree that DEQ may set a new completion date, depending upon the funding remaining available for services rendered and expenses incurred to 5:00 pm of the revised completion date.

## 16. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of DEQ shall be through a single point of contact designated as DEQ's liaison. City shall designate a liaison that will provide the single point of contact for management and coordination of City's work. All work performed pursuant to this Contract shall be coordinated between DEQ's liaison and the City's liaison.

**Barbara Kingery PE** will be the liaison for DEQ.  
Permitting & Compliance Division  
PO Box 200901  
Helena MT 59620-0901  
Telephone: 406-444-5368  
Fax:406-444-1923  
E-mail: BKingery@mt.gov

**Michael Rinaldi RS** will be the liaison for the City.  
PO Box 743, Lewistown MT 59457  
Cell Phone: 406-366-1424 - E-mail: tmbiwod@gmail.com

DEQ's liaison and City's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

## 17. INTERPRETATION OF LAW, REGULATIONS AND CHOICE OF VENUE

**17.1.** Interpretations of state laws and regulations relating to subdivision review are the sole responsibility of DEQ. City laws and regulations pertaining to subdivision review will be interpreted solely by City. This Agreement is governed by the laws of Montana.

17.2. 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 City of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

18. SCOPE, AMENDMENT AND INTERPRETATION

18.1. Contract. This Contract consists of 8 numbered pages and an Attachment A.

18.2. Entire Contract. These documents contain the entire Contract of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

19. EXECUTION

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

Miles City

10/17/12  
DATE

BY: Chris Grenz  
Chris Grenz, Mayor  
City of Miles City  
PO Box 910  
Miles City, MT 59301-0910  
Federal Employer's ID No.: 81-6001292

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

10/03/12  
DATE

BY: Vicki J. Woodrow  
VICKI J. WOODROW, Contracts Officer

Financial Services  
Metcalf Building, Room 003  
1520 E. Sixth Avenue  
Helena, MT 59620-0901

Approved as to Legal Content:

9/21/12  
DATE

BY: James Madden  
James Madden, DEQ Attorney

ATTACHMENT A

Water supply systems

- Individual, and shared wells, cisterns
- Multiple user wells, cisterns
- Connections to existing public systems

Wastewater Systems

- Standard absorption trench systems
- Sand-lined absorption trench systems
- Gravelless absorption trench systems
- At-grade absorption trench systems
- Pressure distribution systems
- Sand mound systems
- Intermittent sand filter systems
- Level II Systems
- Evapotranspiration and evapotranspiration absorption systems
- Connections to existing public systems

Stormwater

- Nonengineered stormwater systems

Solid Waste

- Off-site disposal

As-builts

- As-built lot layouts modifications

## RESOLUTION NO. 3559

### **A RESOLUTION AUTHORIZING AN AMBULANCE BILLING SERVICES AGREEMENT BETWEEN THE CITY OF MILES CITY AND MONTANA EMERGENCY HEALTH CARE CONSULTANTS, INC., A MONTANA CORPORATION, DOING BUSINESS AS SOLESTONE REIMBURSEMENT SERVICES.**

*WHEREAS*, the City of Miles City desires to engage the ambulance billing services for the Miles City Fire & Rescue ambulance service;

*AND WHEREAS*, the City of Miles City solicited proposals for such services as technical services exempt from the competitive bidding requirements of Montana statute;

*AND WHEREAS* upon consideration of the criteria established under City procedures for consideration of proposals, the City of Miles City has determined that Montana Emergency Health Care Consultants, Inc., a Montana corporation, doing business as SoleStone Reimbursement Services, of PO Box 1359, Missoula, Montana 59806 is the firm considered most qualified to provide the services required;

*AND WHEREAS* the City is agreeable to such services being provided in accordance with the terms, conditions and compensation set forth in the General Contract for Services, a copy of which is 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 General Contract for Services between the City of Miles City, Montana and Montana Emergency Health Care Consultants, Inc., a Montana corporation, doing business as SoleStone Reimbursement Services, of PO Box 1359, Missoula, Montana 59806, 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 General Contract for Services on behalf of the City of Miles City and bind the City of Miles City thereto.

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said General Contract for Services 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 OF THE CITY COUNCIL CONDUCTED THIS 13TH DAY OF NOVEMBER, 2012.**

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C.A. Grenz, Mayor

ATTEST:

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Rebecca Stanton, City Clerk



## GENERAL CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made effective as of January 1, 2013, by and between the City of Miles City, on behalf of its fire and ambulance service, Miles City Fire & Rescue, of 17 South 8th Street, Miles City, Montana 59301, hereinafter "City", and Montana Emergency Health Care Consultants, Inc., a Montana corporation, doing business as SoleStone Reimbursement Services, of PO Box 1359, Missoula, Montana 59806, hereinafter "SSRS".

**1. DESCRIPTION OF SERVICES.** Beginning on January 1, 2013, SSRS will provide to City, Ambulance Billing, and the following services (collectively, the "Services"):

- A. Submit all insurance, Medicare or Medicaid claims for patients receiving medically necessary care, to the insurance provider listed on the billing form.
- B. Provide follow-up on all insurance claims, every 30 days.
- C. Notify the patient's responsible party if insurance has not paid claim within 60 days.
- D. Notify the provider on insurance denials and resubmit. *SSRS shall handle all inquiries regarding claim denials.*
- E. Invoice patients with all new billing.
- F. Invoice patients with co-pay balances every 30 days.
- G. Contact any and all responsible parties, (if patient is a minor) to notify of any balances remaining.
- H. Assist the provider in contracting with insurance companies.
- I. Provide future additional services, on an "as needed basis."
- J. Provide monthly financial reports to be to City within ten (10) days of month end:
  - 1) Monthly Charge Report
  - 2) Monthly Call Report
  - 3) Monthly Cash Credit Report
  - 4) Monthly Adjustment Report
  - 5) Monthly Aging Report

The staff at Miles City Fire & Rescue will provide the following services prior to sending "billings" to SSRS:

- A. Obtain prior authorization for non-emergency transports.
- B. Complete all Patient Care Reports and upload or post via electronic media on the Idaho Bridge.
- C. Submit completed patient signature form, PCS forms and hospital face sheets when applicable.
- D. Fax or mail Patient Care Reports, signature forms and hospital face sheets for each call. PCS form will be sent for non-emergent transports.

**2. DEPOSIT OF RECEIPTS.** Payments that are directly depositable by a third party payor (i.e. Medicare and Veterans Administration) by electronic fund transfer (EFT) shall be directly deposited into the City of Miles City accounts designated by the City. SSRS shall

deposit any payments that it receives on behalf of the City, other than payments direct deposited to the credit of the City, in such bank accounts as the City Council of the City of Miles City may designate by resolution from time to time. SSRS shall daily provide City with a listing of all deposits to such accounts.

**3. PAYMENT FOR SERVICES.** In exchange for the Services, City will pay SSRS according to the following schedule:

Each month, SSRS will bill City seven percent (7%) of the total net monthly collections. Such billings will be due and payable by City within thirty (30) days of receipt.

**4. TERM; EARLY TERMINATION.** This Contract is for 180 days and will be automatically renewed for City fiscal year 2013-14, commencing July 1, 2013, unless earlier terminated by either party as provided herein. The term of this Contract stated herein notwithstanding, this agreement may be terminated by either party upon 90 days prior written notice to the other party.

**5. CONFIDENTIALITY; HIPAA PRIVACY REQUIREMENTS.** SSRS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of SSRS, or divulge, disclose, or communicate in any manner, any information that is proprietary to City. SSRS will at all times fully and strictly comply with the patient privacy and confidentiality requirements of the Health Insurance Portability And Accountability Act (HIPAA). SSRS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**6. COMPLIANCE WITH FAIR DEBT COLLECTION PRACTICES ACT AND FAIR CREDIT REPORTING ACT.** SSRS, in providing services hereunder, will, at all times, fully comply with all requirements of the Fair Credit Collection Act and Fair Credit Reporting Act and all federal and state laws and regulations as to medical billing and collection or credit reporting services.

**7. PROVISION OF RECORDS.** Upon termination of this Contract, SSRS will return to City, through Miles City Fire & Rescue, all records, notes, documentation and other items that were used, created, or controlled by SSRS or the City during the term of this Contract.

**8. HIRING RESTRICTION.** For a period of six (6) months after this agreement is terminated, City agrees not to employ any SSRS employee who provided services under this Contract.

**9. NON-DISCRIMINATION.** In compliance with §49-3-207 MCA, all hiring by Contractor shall be on the basis of merit and qualification, and Contractor, in the performance of this Agreement, shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

**10. INDEMNITY.** SSRS agrees to indemnify, defend, and hold harmless City from any and all claims, liabilities, costs or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence, of SSRS, its officers, employees, or agents, in the performance of services under this contract, including, but not limited to, failure to strictly comply with the requirements of Sections 4 and 5, above.

**11. INDEPENDENT CONTRACTOR STATUS OF SSRS.** SSRS is an independent contractor in providing services hereunder and is not the agent, partner, or joint venturer of the City. Any officer, employee or agent of SSRS providing services hereunder is not the employee or shared employees of the City. Nothing herein contained shall be construed as creating a relationship other than that of an independent contractor between SSRS and the City, its officers, employees, and agents.

**12. WORKER'S COMPENSATION COVERAGE.** SSRS will pay for and provide all required workmen's compensation coverage, unemployment compensation insurance, and other deductions and assessments required by federal or state law upon SSRS staff who provide services pursuant to this contract. **Prior to commencement of services hereunder, SSRS shall provide to City a certificate of insurance evidencing coverage under the Montana Workers Compensation Act. Such certificate of insurance shall require at least ten (10) days written notice to City prior to any cancellation, termination, or non-renewal of coverage.**

**13. LIABILITY INSURANCE.** At all times during the effective period of this contract, SSRS shall maintain a policy of liability insurance coverage insuring against liability for negligent acts or omissions in the performance of the services to be provided hereunder, with policy limits of not less than Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) per claim and in aggregate. By endorsement the City shall be named as an additional insured on a primary, noncontributory basis. **Prior to commencement of services hereunder, SSRS shall provide to City a certificate of insurance evidencing complying coverage including all endorsements naming City as an additional insured. Such certificate of insurance shall require at least ten (10) days written notice to City prior to any cancellation, termination, or non-renewal of coverage.**

**14. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 90 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**15. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**16. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**17. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**18. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Montana.

**19. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**20. RESTRICTION ON ASSIGNMENT.** SSRS may not assign or transfer this Contract without the prior written consent of City, which consent shall not be unreasonably withheld.

City of Miles City

By: \_\_\_\_\_  
C.A. Grenz, Mayor

Date: \_\_\_\_\_

Montana Emergency Health Care Consultants, Inc.,  
a Montana corporation,

By: \_\_\_\_\_  
Its President

Date: \_\_\_\_\_



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# CITY OF MILES CITY, MONTANA

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October 31, 2012

Paul Oakland  
M & L Enterprise  
414 Missouri  
Miles City, MT 59301

**RE: PP 2012-01, Southgate Subdivision**

Dear Paul:

I am following up on the issue of the phasing plan for Southgate Subdivision. I realize that you scheduled a meeting with the City Council in September while I was away on vacation and made a request to change the preliminary plat. Due to the fact that Council did not understand the process they voted to allow the first 7 lots to be completed as Phase I. As per our previous discussions, I had stated that I was supportive of that concept but outlined the process which was not followed.

I have called and asked that we discuss how to deal with the omission that this action caused by not setting new conditions of plat to cover the timing of a different phasing plan. It was Eric's response that you are discussing items with your attorney and did not want to address the issue of phasing until later. There has been no follow-up so I am going to proceed to propose the attached modified conditions of plat to Council. (see attached conditions and map) This is in keeping with the Council's decision to allow the seven lots to be phased first but it would establish a new timeline and create four (4) phases to the preliminary plat.

I will assume if I getting no response to this proposal that you are willing to accept this new phasing plan as A MUTUALLY AGREED TO PROPOSAL. I have set up the time limits so that Phase II & III are shortened so that the total time is no different from the original proposal.

I would prefer that you respond to this proposal either in agreement or with a counter-proposal but if not I feel that I have no choice but to take this to Council to resolve the issue.

Sincerely,

Dianna Broadie, AICP  
Director of Planning and Community Services

17 S 8<sup>th</sup> Street  
P.O. Box 910  
Miles City, Montana 59301

406-232-6339  
(fax)406-232-6392

**CONDITIONS OF PLAT**  
**PP-2012-01, Southgate Subdivision**  
Revised Preliminary Plat

Standard Conditions:

1. All traffic signs shall be of the size, shape, height, and placement as to be in accordance with the Manual of Uniform traffic Control Devices. [Miles City Subdivision Regulation (MCSR), Section VI-H-6]
2. Centralized mail delivery site/s shall be provided with the design and location approved by the local postmaster of the USPS. A letter or other written confirmation from the postmaster stating the applicant has met their requirements shall be included with the application for final plat. [MCSR, Section VI-H-8]
3. All internal subdivision roads, curb and gutters; whether public or private shall be constructed in accordance to City engineering standards and shall be approved by a licensed engineer. [MCSR, Section VI-H-8]
4. All internal subdivision roads shall be dedicated to the City. [VI-H-1]
5. All water supply lines shall be constructed using PCV. All water supply systems shall meet City engineering standards shall be approved by a licensed engineer prior to acceptance. Curb stamps shall indicate line locations. Water line connections shall be provided for each lot location and owners shall be required to use copper piping as a connection. [MCSR, Section VI-
6. All sanitary sewer systems shall meet City engineering standards shall be approved by a licensed engineer prior to acceptance. A stub out for connection shall be provided for each lot. A tracer wire or curb stamps shall indicate line locations. [MCSR, Section VI-K]
7. Pipe sizing and system design for the sanitary sewer system leaving Southgate should be verified to handle this subdivision. If the design is deficient upgrades shall be required.
8. All water, sewer, and storm water systems must have MDEQ approval. [MCSR Sections VI-I, VI-J, and VI-K; MCA 76-4]
9. Where the aggregate total of disturbed area of any construction as define in A.R.M. 17.30.1102(28) is equal to, or greater than one acre; or where when combined with subsequent construction, such disturbed area is equal to, or greater than one acre, a Montana State Department of Environmental Quality MPDES Storm Water Construction General Permit shall be obtained and provided to the Miles City Planning Office prior to any site disturbance or construction. [ARM 17-30-1102(28)]
10. All utilities shall be placed underground, provide for easements at least 15 feet wide unless otherwise specified by the utility firms serving the site and shall be centered along the rear and side lot lines wherever necessary for service to the lot. [MCSR, Section VI-M]
11. The final plat shall be in substantial compliance with the plat and plans submitted for preliminary plat review, except as modified by these conditions. [MCA 76-3-611].
12. The final plat shall comply with state surveying requirements. [MCA 76-3-608(b)(i)]

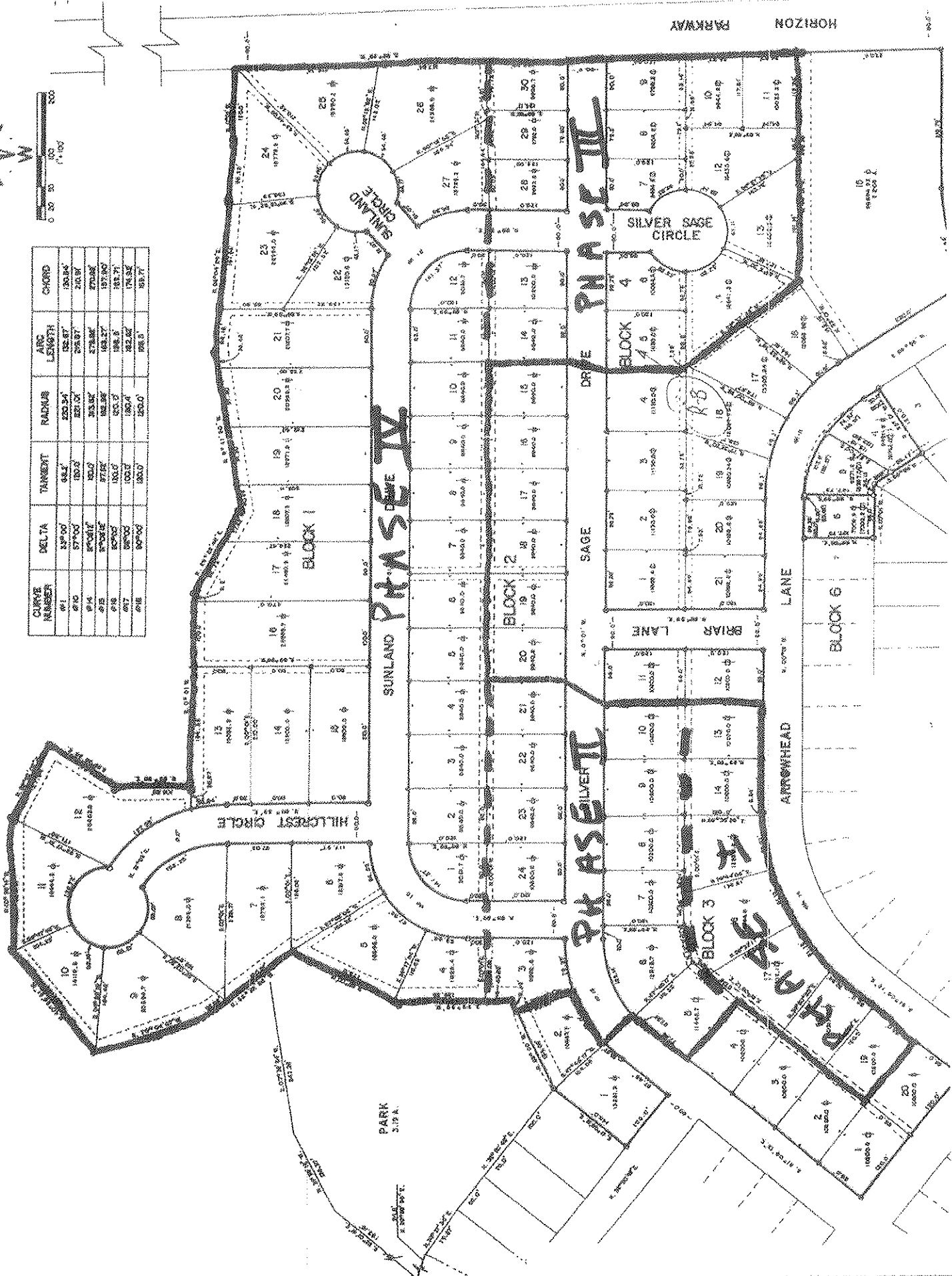
13. All required improvements shall be completed and in place or a Subdivision Improvement Agreement shall be provided by the subdivider prior to final approval by the City Council. [MCSR, Section II-B-4]

Site-Specific Conditions:

14. All roadways shall meet standards for minor roads.
15. An existing dam that is currently located across lots 10-12 shall be relocated approximately to the north boundary of lot 12 across the existing gully and shall be constructed with the same elevation from existing grade as currently exists such that it provides storm water protection from the existing upland drainage. [MCA 76-3-608]
16. Yield or stop signs will be placed at the intersections of Hillcrest Circle and Sunland Circle with Sunland Drive and at the intersection of Silver Sage Circle with Sage Drive so that the traffic exiting from the cul-de-sac would stop or yield. [MCA 76-3-608 and VI-H-6]
17. Yield or stop signs will Stop or yield signs need to be installed at both intersections of Sundland Drive and Silver Sage Drive to allow through access for Silver Sage Drive.
18. A stop sign needs to be placed at the intersection of Horizon Parkway and Silver Sage Drive so that traffic exiting the subdivision would stop.
19. A parkland dedication of 2.29 acres or lesser sized dedication with improvements that would have a similar value to be negotiated between the applicant and the City shall be required.
20. An additional hydrant shall be added on Sunland Drive or the repositioning of the hydrant near Hillcrest Circle and Sunland Drive shall occur, whichever accomplishes the 500 foot spacing between hydrants.
21. Phase I improvements shall include street improvements to a portion of Arrowhead Lane.
- 21.22. Phase II improvements shall include street improvements to the northerly portion of Silver Sage Drive, and a segment of Sunland Drive up to the edge of lot 3, Block 1/lot 24, Block 2 together with underlying water and sewer utilities.
- 22.23. Phase H III improvements shall include street improvements to the southern portion of Silver Sage Drive, Silver Sage Circle, and a portion of Sunland Drive up to the edge of lot 13, Block 2/lot 28, Block 1 together with underlying water and sewer utilities.
- 23.24. The preliminary plat approval for Phase I is valid for three years. The final plat for Phase I shall be filed within three (3) years. Phase II shall be filed within three (3) years of the filing for final plat of Phase I and Phase III shall be filed within three (3) years of the filing of Phase II. The preliminary plat approval for Phase I is valid for three years. The final plat for Phase I shall be filed within three (3) years. Phase II shall be filed within one (1) year of the filing for final plat of Phase I and Phase III shall be filed within two (2) years of the filing of Phase III. Phase IV shall be filed within three (3) years of the filing of Phase III.



CURVE NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD
01	24°00'	84.1'	252.34'	132.87'	130.84'
02	57°00'	150.0'	251.00'	274.87'	241.87'
03	57°00'	150.0'	251.00'	274.87'	241.87'
04	57°00'	150.0'	251.00'	274.87'	241.87'
05	57°00'	150.0'	251.00'	274.87'	241.87'
06	57°00'	150.0'	251.00'	274.87'	241.87'
07	57°00'	150.0'	251.00'	274.87'	241.87'
08	57°00'	150.0'	251.00'	274.87'	241.87'
09	57°00'	150.0'	251.00'	274.87'	241.87'
10	57°00'	150.0'	251.00'	274.87'	241.87'
11	57°00'	150.0'	251.00'	274.87'	241.87'
12	57°00'	150.0'	251.00'	274.87'	241.87'
13	57°00'	150.0'	251.00'	274.87'	241.87'
14	57°00'	150.0'	251.00'	274.87'	241.87'
15	57°00'	150.0'	251.00'	274.87'	241.87'
16	57°00'	150.0'	251.00'	274.87'	241.87'
17	57°00'	150.0'	251.00'	274.87'	241.87'
18	57°00'	150.0'	251.00'	274.87'	241.87'
19	57°00'	150.0'	251.00'	274.87'	241.87'
20	57°00'	150.0'	251.00'	274.87'	241.87'
21	57°00'	150.0'	251.00'	274.87'	241.87'
22	57°00'	150.0'	251.00'	274.87'	241.87'
23	57°00'	150.0'	251.00'	274.87'	241.87'
24	57°00'	150.0'	251.00'	274.87'	241.87'
25	57°00'	150.0'	251.00'	274.87'	241.87'
26	57°00'	150.0'	251.00'	274.87'	241.87'
27	57°00'	150.0'	251.00'	274.87'	241.87'
28	57°00'	150.0'	251.00'	274.87'	241.87'
29	57°00'	150.0'	251.00'	274.87'	241.87'
30	57°00'	150.0'	251.00'	274.87'	241.87'





**RESOLUTION NO. 3561**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO SELL CERTAIN REAL PROPERTY TO BAM LLC, A MONTANA LIMITED LIABILITY COMPANY**

*WHEREAS*, BAM LLC, a Montana limited liability company, has requested to purchase from to the City of Miles City the following described real property currently owned by the City of Miles City: The West 35 feet of Lot 1 of Legion Addition No. 2 to the City of Miles City, according to the plat and survey thereof on file in the office of the Custer County Clerk and Recorder;

*AND WHEREAS* the City Council finds that it is the best interest of the City of Miles City to sell such land to BAM LLC, for the sum of \$5,000.00, pursuant to the terms and conditions set forth in the Agreement to Sell and Purchase attached hereto as Exhibit "A" and made a part hereof;

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

1. The City Council hereby approves of the sale of The West 35 feet of Lot 1 of Legion Addition No. 2 to the City of Miles City, according to the plat and survey thereof on file in the office of the Custer County Clerk and Recorder, to BAM LLC, a Montana limited liability company, for the sum of \$5,000.00, subject to the terms and conditions set forth in the Agreement to Sell and Purchase attached hereto as Exhibit "A" and made a part hereof.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement to Sell and Purchase 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 other and further documents as may be necessary or convenient to implement such Agreement to Sell and Purchase on behalf of the City of Miles City and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY AT LEAST A TWO-THIRDS VOTE OF ALL OF THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING OF THE CITY COUNCIL THIS 13TH DAY OF NOVEMBER, 2012.**

---

C.A. Grenz, Mayor

ATTEST:

---

Rebecca Stanton, City Clerk

**AGREEMENT TO SELL AND PURCHASE**

THIS AGREEMENT TO SELL AND PURCHASE made and entered into this \_\_\_\_\_ day of March, 2012, by and between **THE CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. 8<sup>th</sup> Street, Miles City, Montana 59301, hereinafter referred to as “SELLER”, and **BAM, LLC**, a Montana limited liability company, of 73 Balsam Circle, Miles City, Montana 59301, hereinafter referred to as “PURCHASER”.

W I T N E S S E T H:

WHEREAS, SELLER is the owner of certain real property located in Custer County, Montana and desires to sell the same to PURCHASER;

WHEREAS, PURCHASER desires to purchase the aforementioned real property from SELLER;

WHEREAS, the parties hereto desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DESCRIPTION OF REAL PROPERTY SOLD. SELLER agrees to sell to PURCHASER and PURCHASER agrees to purchase from SELLER, upon the terms and conditions hereinafter set forth, the following described real property, hereinafter “Property,” located in Custer County, Montana and described as follows:

West 35 feet of Lot 1 of Legion Addition No. 2 to the City of Miles City according to the plat and survey thereof on file in the office of the Custer County Clerk and Recorder.

2. PURCHASE PRICE. PURCHASER agrees to pay a purchase price of FIVE THOUSAND DOLLARS (5,000.00), payable as at closing.

3. APPRAISAL AND INSPECTION CONTINGENCIES. This agreement

shall not be contingent on appraisal or any other contingency.

4. CLOSING. Closing shall occur at the offices of Security Abstract & Title Company in Miles City, Montana, no later than December 31, 2012. The closing agent's fees shall be paid by PURCHASER.

5. POSSESSION. SELLER shall deliver possession of the Property upon closing.

6. DELIVERY OF DEED. At time of closing and contemporaneously with receiving the final payment hereunder, SELLER will execute and deliver to PURCHASER a good and sufficient warranty deed conveying marketable title to the Property. PURCHASER shall be responsible for all costs associated with the preparation of said warranty deed.

7. PRORATION OF TAXES. PURCHASER shall be responsible for all taxes and assessments which become due following final closing.

8. SELLERS' REPRESENTATIONS AND WARRANTIES. SELLER represents and warrants to PURCHASER, which representations and warranties shall be true as of the closing date, as follows:

- (a) SELLER has full power and authority, and has been authorized by the City Council of Miles City, Montana, to enter into this contract and to carry out the transactions contemplated by this contract.
- (b) All mortgages, judgments, and liens shall be paid or satisfied by the SELLER. SELLER agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary title insurance commitment approved by PURCHASER.

The foregoing representations, warranties and covenants shall survive closing and shall not be deemed merged in any other contract, document or instrument. There are no other representations, warranties express or implied, except as set forth herein.

9. RESERVATION OF EASEMENTS AND MINERALS. The conveyance hereunder shall reserve to SELLER an easement for that portion of Sewell Avenue which lies upon and runs across the Property, in its existing location, as well as an easement for all existing utilities in their current locations. The City shall reserve all minerals to itself.

10. RESERVATIONS AND EXCEPTIONS. Except as herein provided, any conveyance hereunder shall also be subject to:

- (a) All prior oil, mineral and royalty reservations and conveyances of record;
- (b) Recorded and visible easements and rights-of-way;
- (c) Reservations and exceptions in patents and other conveyances of record; and
- (d) All building, use, zoning, sanitary and environmental restrictions, if any.

11. DEFAULT. This Agreement shall be enforceable by either party by means of the remedy of specific performance.

12. PURCHASER'S INVESTIGATION. PURCHASER acknowledges that PURCHASER has made a full and complete investigation and inspection of the Property, and is, or will be at closing, thoroughly acquainted with its condition and status. PURCHASER acknowledges that neither SELLER nor anyone acting, or purporting to act, on behalf of SELLER has made any representation with respect to the Property, including but not limited to physical condition, boundaries, encroachments, the state of repair or maintenance of the Property, or any other matter concerning the Property. PURCHASER acknowledges that any information or documentation provided by SELLER with respect to ownership of the Property, or matters pertaining to any of the Property is not warranted by SELLER to be complete or accurate. **PURCHASER SPECIFICALLY UNDERSTANDS THAT THE PROPERTY IS**

BEING SOLD "AS IS", EXCEPT AS PROVIDED HEREIN, AND AGREES TO ACCEPT THE PROPERTY "AS IS", EXCEPT AS PROVIDED HEREIN, AND IN ITS PRESENT CONDITION AND STATE OF REPAIR, AND ACKNOWLEDGES THAT SELLER IS MAKING NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, EXCEPT THE WARRANTIES OF TITLE AS HEREINBEFORE SET FORTH. The provisions of this paragraph shall survive Closing or termination of this Agreement.

13. LEGAL COSTS AND EXPENSES. In the event legal or equitable action is taken to enforce any provision of this Sale and Purchase Agreement, the prevailing party is to be awarded their court costs and reasonable attorneys' fees, all as determined by the appropriate court.

14. RISK OF LOSS UNTIL POSSESSION. SELLER agrees to keep said property in at least the condition as the same existed on the date of the full signing of this Agreement. The risk of loss or damage from any cause shall be in SELLER until possession is delivered to PURCHASER. In the event of minor damage, SELLER shall restore the premises to the condition they were in at the time of sale, and this Agreement shall remain in full force and effect.

15. GOVERNING LAW. This contract shall be governed by and construed in accordance with the laws of Montana. The parties agree to confer jurisdiction and venue for any actions with the District Court of the Sixteenth Judicial District of the State of Montana in and for the County of CUSTER.

16. NOTICE. All notices hereunder may be given by registered or certified mail, or by personal service thereof, and the time shall commence to run on the date of mailing, if mailed, or the date of service, if served. Until written notice is given of change of address, any notice to any of the parties may be given as hereinbefore provided to the parties at the following addresses:

SELLER:                   **City Of Miles City**  
                                  17 S. 8<sup>th</sup>  
                                  Miles City, MT 59301

PURCHASER:           **BAM, LLC**  
                                  73 Balsam Circle  
                                  Miles City, MT 59301

Notice shall be deemed complete when deposited in the United States Post Office.

Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice. Any change of address must be by notice pursuant to this paragraph.

17. PURCHASER'S AND SELLER'S CERTIFICATION. By entering into this Agreement, each person or persons executing this Agreement, as PURCHASER or SELLER represent that they have the legal capacity and authority to own or transfer real property in the State of Montana.

18. ENTIRE AGREEMENT - MERGER OF PREVIOUS UNDERSTANDING.  
This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transaction contemplated herein, and all prior or contemporaneous negotiations, communications, conversations, understandings and agreements had between the parties hereto, oral or written, are merged in this Agreement.

19. TITLE INSURANCE. SELLER agrees to furnish a standard Purchaser's

Title Insurance Policy with standard printed exceptions, in the sum of \$5,000.00 disclosing merchantable title to said lands as of the date of this contract, except as may be herein otherwise provided. Said title insurance premium shall be paid by PURCHASER.

20. ADDITIONAL COSTS. PURCHASER shall be responsible for any costs associated with PURCHASER'S financing, to include lender's title premiums, inspections, appraisals, and any costs not directly attributed to SELLER herein.

21. PARAGRAPH HEADINGS. The paragraph headings herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

22. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. As used herein "counterparts" shall include full copies of this Agreement signed and delivered by facsimile transmission as well as photocopies of such facsimile transmission.

23. TIME AND BINDING EFFECT. It is mutually agreed that the time of payment shall be an essential part of this contract and that all of the terms and conditions herein contained shall extend to and be obligatory upon the heirs, executors, administrators, personal representatives and assigns of the respective parties hereto.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**CITY OF MILES CITY**

**BAM, LLC**

\_\_\_\_\_  
By: **CHRIS A. GRENZ, Mayor**

\_\_\_\_\_  
By: **BARRIE L. MATTHEWS, Member**

**ATTEST:**

**“PURCHASER”**

\_\_\_\_\_  
**REBECCA STANTON, City Clerk**

STATE OF MONTANA            )  
  ) ss  
COUNTY OF CUSTER        )

On this \_\_\_\_\_ day of March, 2012 before me, the undersigned, a Notary Public for the State of Montana, personally appeared **CHRIS A. GRENZ**, in his capacity as Mayor of the CITY OF MILES CITY, MONTANA, a Montana municipal corporation, that he executed the within instrument, and acknowledged to me that he executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(Notarial Seal)

\_\_\_\_\_  
Printed Name of Notary:  
Notary Public for the State of Montana  
Residing at Miles City, Montana  
My Commission Expires:



STATE OF MONTANA            )  
  ) ss  
COUNTY OF CUSTER         )

On this \_\_\_\_\_ day of March, 2012 before me, the undersigned, a Notary Public for the State of Montana, personally appeared **BARRIE L. MATTHEWS**, known to me to be the person whose name is subscribed to the within instrument, and to be a Member of BAM, LLC, and acknowledged to me that he executed the same on behalf of BAM, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(Notarial Seal)

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Printed Name of Notary:  
Notary Public for the State of Montana  
Residing at Miles City, Montana  
My Commission Expires:

**RESOLUTION NO. 3562**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH JANETTE KRUTZFELDT JONES FOR LEGAL SERVICES.**

*WHEREAS*, the City of Miles City desires to contract for the provision of certain mediation services, or, in the alternative, for the provision of legal advise to the Human Resources Committee, concerning pending grievances by certain non-bargaining unit City employees concerning the applicability of the MSU wage study to them;

*AND WHEREAS* Janette Krutzfeldt Jones, of 1200 Pleasant Street, Miles City, Montana 59301 is a qualified and meritorious Montana licensed attorney to provide such mediation services or legal advise and is willing to provide such services on terms and conditions mutually agreeable to her and the City of Miles City;

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

1. The Contract for Legal Services between the City of Miles City, Montana and Janette Krutzfeldt Jones, 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 for Legal Services on behalf of the City of Miles City and bind the City of Miles City thereto.

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Contract for Legal Services 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 NOVEMBER, 2012.**

---

C.A. Grenz, Mayor

ATTEST:

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Rebecca Stanton, City Clerk

## CONTRACT FOR LEGAL SERVICES

This Agreement between the **City of Miles City, Montana**, a Montana municipal corporation, hereafter referred to as *the City*, and **Janette K. Jones**, a Montana licensed attorney at law, of 1200 Pleasant Street, Miles City, Montana 59301 hereinafter referred to as *Jones*:

In consideration of the mutual covenants contained herein,

***IT IS HEREBY AGREED*** between the City and Jones, as follows:

I. Commencing upon execution of this Agreement by all parties, Jones will provide to the City the following legal services, in the alternative:

- A. Serve as a neutral mediator, pursuant to the Montana laws on mediation and the Montana Rules for Professional Conduct Rule 1.12, upon pending grievances by non-bargaining unit City employees concerning the application, propriety and effect of the MSU wage study as to them; or
- B. Serve as a legal advisor to the Human Resources Committee of the City of Miles City Council in Committee hearings upon grievances by non-bargaining unit City employees as to the application, propriety and effect of the MSU wage study as to them.

If the City elects to utilize Jones as a mediator pursuant to subsection (1), above, Jones shall not provide services under subsection (2). If the City elects to utilize Jones as a legal advisor pursuant to subsection (2), Jones shall not provide mediation services under subsection (1).

2. The City agrees to pay Jones the sum of \$175.00 per hour for all time spent by Jones providing services under either Subsection A(1) or (2). Jones shall bill City monthly for her services and all billings shall be paid by the City within 30 days of receipt.

3. Jones is an independent contractor in providing services hereunder, provides her own Worker's Compensation insurance coverage, and is not entitled to any City of Miles City benefits other than the hourly pay provided for herein.

4. In accordance with Section 49-3-207, MCA, Jones agrees that the hiring of persons by Jones to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age marital status, physical or mental disability, or national origin by the persons performing this contract.

5. This contract is personal as to Jones, requiring her personal services, and may not be assigned or subcontracted by Jones without the prior written consent of the City.

City of Miles City:

\_\_\_\_\_  
C.A. Grenz, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Rebecca Stanton, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Janette Krutzfeldt Jones

\_\_\_\_\_  
Date

## Connie Watts

---

**From:** George Huss  
**Sent:** Friday, November 09, 2012 12:07 PM  
**To:** Becky Stanton; Billie Burkhalter; Connie Watts; Linda Wildman  
**Cc:** 'Butch Grenz'; 'Allen Kelm'; 'Erica Griffith'; Jana Mueller  
**Subject:** Sale Route to Schools Grant

We won't be sending over Resolution 3563 approving the Safe Route to Schools Grant. We have concerns about the contractual provisions concerning the City's maintenance obligation and indemnity obligation. We recommend that this go to the Finance Committee and be reviewed by MMIA before the Council acts on it.

George W. Huss  
Brown and Huss, P.C.  
507 Pleasant Street  
P.O. Box 128  
Miles City, Montana 59301  
(406) 234-3054  
(406) 234-5864 (FAX)  
bhpc@midrivers.com

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# Montana Code Annotated 2011

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**76-1-604. Adoption, revision, or rejection of growth policy.** (1) The governing body shall adopt a resolution of intention to adopt, adopt with revisions, or reject the proposed growth policy.

(2) If the governing body adopts a resolution of intention to adopt a growth policy, the governing body may submit to the qualified electors of the area covered by the growth policy proposed by the governing body at the next primary or general election or at a special election the referendum question of whether or not the growth policy should be adopted. A special election must be held in conjunction with a regular or primary election.

(3) A governing body may:

(a) revise an adopted growth policy following the procedures in this chapter for adoption of a proposed growth policy; or

(b) repeal a growth policy by resolution.

(4) The qualified electors of the area covered by the growth policy may by initiative or referendum adopt, revise, or repeal a growth policy under this section. A petition for initiative or referendum must contain the signatures of 15% of the qualified electors of the area covered by the growth policy.

(5) A master plan adopted pursuant to this chapter before October 1, 1999, may be repealed following the procedures in this section for repeal of a growth policy.

(6) Until October 1, 2006, a master plan that was adopted pursuant to this chapter before October 1, 1999, may be revised following the procedures in this chapter for revision of a growth policy.

(7) Except as otherwise provided in this section, the provisions of Title 7, chapter 5, part 1, apply to an initiative or referendum under this section.

**History:** En. Sec. 40, Ch. 246, L. 1957; amd. Sec. 15, Ch. 247, L. 1963; R.C.M. 1947, 11-3840(part); amd. Sec. 1, Ch. 541, L. 1981; amd. Sec. 68, Ch. 387, L. 1995; amd. Sec. 11, Ch. 582, L. 1999; amd. Sec. 1, Ch. 87, L. 2003; amd. Sec. 6, Ch. 599, L. 2003.

*Provided by Montana Legislative Services*

## **Policy Implementation**

Many resolutions and ordinances are in place and available to implement this growth policy. Some tools have been adopted by Miles City, some by Custer County, and some by both entities. Some tools may involve other governmental entities. These tools include:

- Growth Policy
- Subdivision review
- Zoning districts
- Airport Hazard Zone
- Floodplain permitting
- Recreation master plans
- Capital improvement plans
- Public education
- Capital facilities planning
- Public participation
- Public-private partnerships
- Grantsmanship and financial planning

Some of these tools have a long history of use in the planning board jurisdiction. Others may be available, but due to staffing, financial and time constraints, do not achieve full impact. Many of the planning tools are in need of updating, as they have been on the books for many years and the planning environment does change over time. Other implementation tools may emerge as legal requirements, technology and communications advance.

This Growth Policy is scheduled to be reviewed for continued applicability in the year 2011. Changes in the private sector, public sector or other issues may drive an earlier review. The planning jurisdiction has a history of slow change. Extraordinary and unpredictable changes in the community may prompt the local governments to request modification of this document.



# CITY OF MILES CITY, MONTANA

November 13, 2010

## MIILES CITY COUNCIL

### **BROWNFIELDS ASSESSMENT GRANT APPLICATION**

#### **INTRODUCTION**

The Historic Preservation Office (HPO) is proposing the Miles City Council consider and approve partnering with Custer County to prepare and submit an application to the EPA for a Community-Wide Hazardous Substance & Petroleum Assessment, or "Brownfields" Grant in the amount of **\$400,000**.

#### **BACKGROUND**

The Historic Preservation Office (HPO), the Miles City Area Chamber of Commerce, Housing Authority, and Economic Development Council and Fort Keogh have come together to focus on bringing new business to our downtown district, which also happens to be a historic district. In recent years, the neighborhood has been hit by fires, some businesses have moved to the high traffic areas near the interstate exit, and some businesses have just closed leaving vacant buildings. We are working to raise awareness throughout the community of the services each of our agencies can offer the public to encourage investment in downtown. Our goal is to incentivize economic development in the downtown corridor.

Rehabilitation of existing buildings involves responsible management of potential environmental hazards. In order to ensure the safety of workers on-site hazardous substances must be properly inspected by certified officials to obtain necessary building permits, and disposed of in compliance with environmental law. This can represent a significant budget item in renovation of existing buildings.

The EPA has made funding available through grants, tax credits and low-cost, long-term revolving loan programs to owners of eligible Brownfields properties to offset any expenses related to management of environmental hazards.

This funding can act as a tremendous incentive for local property owners and prospective investors considering purchasing or renovating existing properties and/or historic buildings in downtown in Miles City.

#### **GRANT WRITING FEE**

The HPO proposes that the City and County each contribute a grant writing fee of \$350 (ten hours @\$35/hour) to prepare and submit this application. The estimated preparation time is forty hours. The City Historic Preservation Office will contribute ten hours while the city grant writer and city planner will contribute to the effort.

#### **BROWNFIELDS ASSESSMENT GRANT APPLICATION**





## CITY OF MILES CITY, MONTANA

According to the EPA: "Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off green spaces and working lands."

Assessment grants provide funding for a grant recipient to inventory, characterize, assess, and conduct planning and community involvement related to brownfields sites. An eligible entity may apply for up to \$200,000 to assess a site contaminated by hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum) **and** up to \$200,000 to address a site contaminated by petroleum.

The EPA Brownfields Program is designed to empower states, communities, and other stakeholders to work together to prevent, assess, clean up, and sustainably reuse brownfields properties. When cleaned up and put to a new use, many people benefit from brownfields properties.

**Eligibility:** Local Government Entities: The County must act as lead applicant in order to provide funding to Brownfields properties in both city and county. The County can immediately sub-grant the funding back to the city to manage

**Grant Deadline: November 19, 2012**

**Funding period:** Three Years

**Match:** None required

**Funded Activities:**

**The Brownfields Assessment Grant would make available a total of \$400,000; as follows:**

- \$200,000 to assess properties for hazardous materials
- \$200,000 to assess properties for petroleum waste

**Additional eligible funded activities include:**

- Funding may be used to provide sub-grants or sub-awards of financial assistance, which includes using sub-awards or sub-grants to fund partnerships:
  - The County could sub-grant the funding to the City for management
  - Forming a Board to grant assessment funds to eligible Brownfields property owners
  - Brownfields Coordinator position – salary, wages under a defined position description
- Training
  - City and County Officials
  - Local contractors
- Community outreach
  - Public meetings
  - Brochures, Advertising



## CITY OF MILES CITY, MONTANA

- Site Inventories
- Site Assessment funding for eligible properties, including:
  - All Appropriate Inquiries," or AAI, is a process of evaluating a property's environmental conditions and assessing the likelihood of any contamination prior to purchasing the property. (Due Diligence)
  - State and local governments that acquired a property involuntarily through bankruptcy, tax delinquency, or abandonment, or by exercising their power of eminent domain
- A local government (as defined in 40 CFR Part 31.3, Local Government) may use up to 10 percent of its grant funds for any of the following activities:
  - health monitoring of populations exposed to hazardous substances, pollutants, or contaminants from a brownfields site;
  - monitoring and enforcement of any institutional control used to prevent human exposure to any hazardous substance, pollutant, or contaminant from a brownfield site; and
  - other related program development and implementation activities (e.g., writing local brownfields-related ordinances) to effectively oversee assessments and cleanups described in an EPA-approved work plan.
- A portion of any brownfields grant or loan may be used to purchase insurance.
- Financial and performance reporting costs

### **LEVERAGED FUNDS**

The Community-Wide Brownfields Assessment Grant will also allow Miles City and Custer County to leverage funding already available in eastern Montana more effectively.

The Great Northern Development Corp. in Wolf Point, Montana is currently administering two EPA Brownfields Programs in conjunction with the Eastern Montana Brownfields Coalition:

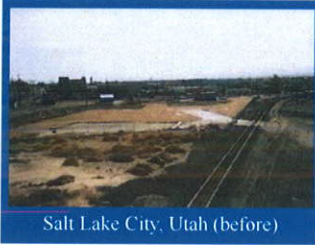
- 1.) \$1.5 Million Hazardous Substance & Petroleum Clean Up Revolving Loan Fund
- 2.) \$750,000 Hazardous Substance & Petroleum Assessment Grant

The GNDC currently serves fifteen (15) counties in eastern Montana, of which Custer County is one. This limits the amount of funding available within any given county. Securing additional funding for assessments in Custer County will reduce demand on the \$750,000 available through GNDC for assessments, and at the same time, allow properties in Custer County to remain eligible for grant and loan funding through the GNDS Hazardous Substance & Petroleum Clean-Up Revolving Loan Fund.



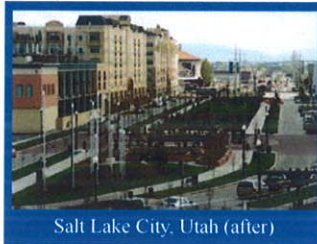
# EPA Brownfields Assessment Grants: Interested in Applying for Funding? *Here's what you need to know to get started...*

## What is EPA's Brownfields Program?



Salt Lake City, Utah (before)

The U.S. Environmental Protection Agency's (EPA) Brownfields Program is designed to empower states, communities, and other stakeholders to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields. EPA provides technical and financial assistance for brownfields activities through an approach based on four main goals: protecting human health and the environment, sustaining reuse, promoting partnerships, and strengthening the marketplace. Brownfields grants serve as the foundation of the Brownfields Program and support revitalization efforts by funding environmental assessment, cleanup, and job training activities. Thousands of properties have been assessed and cleaned up through the Brownfields Program, clearing the way for their reuse.



Salt Lake City, Utah (after)

A brownfield is defined as: real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The 2002 Brownfields Law further defines the term to include a site that is: "contaminated by a controlled substance; contaminated by petroleum or a petroleum product excluded from the definition of 'hazardous substance'; or mine-scarred land."

## What are the Four Grant Types?

- ✓ **Assessment grants** provide funding for brownfields inventories, planning, environmental assessments, and community outreach.
- ✓ **Revolving Loan Fund grants** provide funding to capitalize a revolving loan fund that provides loans and subgrants to carry out cleanup activities at brownfields.

- ✓ **Cleanup grants** provide direct funding for cleanup activities at specific sites.
- ✓ **Job Training grants** provide environmental training for residents of brownfields communities.

## What are Assessment Grants?

Assessment grants provide funding for a grant recipient to:

- ✓ **Inventory Sites:** Compile a listing
- ✓ **Characterize Sites:** Identify past uses
- ✓ **Assess Sites:** Determine existing contamination
- ✓ **Conduct Cleanup and Redevelopment Planning:** Scope and plan process
- ✓ **Conduct Community Involvement:** Inform and engage community

### For a Community-Wide Grant:

- ✓ An applicant may apply for a community-wide assessment grant if a specific site has not been identified or if the assessment will address more than one site within the community.
- ✓ Applicants electing to apply for up to \$200,000 for a community-wide hazardous substance assessment grant are not eligible for a site-specific hazardous substance assessment grant in the same grant competition. Applicants applying for up to \$200,000 for a community-wide petroleum or petroleum product assessment grant will not be eligible for a site-specific petroleum assessment grant.

### For a Site-Specific Grant:

- ✓ A site-specific assessment grant must be applied for if the assessment is limited to one, and only one, site. A site-specific assessment grant application must be made if a waiver of the funding limitation is requested.
- ✓ Applicants will not be allowed to substitute another site for a site-specific assessment grant where the subject site is determined to be ineligible.

**For the complete discussion of Brownfields Program grant funding, refer to the EPA Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants at: <http://www.epa.gov/brownfields/applicat.htm>**

## How Do I Apply for an Assessment Grant?

Applicants submit a proposal for each grant type that they are applying for (i.e., assessment, revolving loan fund, and/or cleanup). Each proposal must address the selection criteria outlined in the guidelines.

Grant proposals should be concise and well organized, and must provide the information requested in the guidelines. Applicants must demonstrate that they meet threshold criteria requirements and must respond to evaluation criteria. Factual information about your proposed project and community must be provided.

Proposals must include:

- ✓ Cover letter describing project
- ✓ Applicant information
- ✓ Applicable mandatory attachments (e.g., state letter)
- ✓ Responses to evaluation criteria

All applicants must refer to the Proposal Guidelines published by EPA.

### *Who is Eligible to Apply for an Assessment Grant?*

Eligible entities include: state, local, and tribal governments, with the exception of certain Indian tribes in Alaska; general purpose units of local government, land clearance authorities, or other quasi-governmental entities; regional council or redevelopment agencies; or states or legislatures. Some properties are excluded from the definition of a brownfield unless EPA makes a site-specific funding determination that allows grant funds to be used at that site.

Applicants may apply for both community-wide and site-specific assessment grants; however, an applicant is limited to submitting only ONE hazardous substance assessment grant proposal and ONE petroleum assessment proposal.

Each eligible entity may submit no more than two assessment proposals.

### *How Much Assessment Grant Funding is Available?*

- ✓ Up to \$200,000 to assess a site contaminated by hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum).
- ✓ Up to \$200,000 to address a site contaminated by petroleum.
- ✓ For site-specific proposals, applicants may seek a waiver of the \$200,000 limit and request up to \$350,000 for a site contaminated by hazardous substances, pollutants, or contaminants and up to \$350,000 to assess a site contaminated by petroleum. Such waivers must be based on the anticipated level of hazardous substances, pollutants, or contaminants including hazardous

substances comingled with petroleum) or petroleum at a single site. (Community-wide assessment grants are not eligible for assessment grant “waivers.”)

- ✓ Total grant fund requests should not exceed a total of \$400,000 unless such a waiver is requested.
- ✓ Up to \$1 Million for assessment coalitions. A coalition is made up of 3 or more eligible applicants that submits one grant proposal under the name of one of the coalition members who will be the grant recipient.

### *How Long is the Assessment Period?*

The performance period for an assessment grant is three years.

### *Where Do I Find the Proposal Guidelines?*

Electronic copies of the Proposal Guidelines can be obtained from the EPA brownfields Web site at: <http://www.epa.gov/brownfields/applicat.htm>

Additional information on grant programs may be found at: [www.grants.gov](http://www.grants.gov)

### *Is Pre-Application Assistance Available?*

If resources permit, EPA Regions may conduct open meetings with potential applicants. Check with your regional office for date and location information. Your regional Brownfields Program contacts can be found at: <http://www.epa.gov/brownfields/corentct.htm>

EPA can respond to questions from applicants about threshold criteria, including site eligibility and ownership.

EPA staff can not meet with applicants to discuss draft proposals or provide assistance in responding to ranking criteria.

### *What is the Evaluation/Selection Process?*

Brownfields grants are awarded on a competitive basis. Evaluation panels consisting of EPA staff and other federal agency representatives assess how well the proposals meet the threshold and ranking criteria outlined in the Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants. Final selections are made by EPA senior management after considering the ranking of proposals by the evaluation panels. Responses to threshold criteria are evaluated on a pass/fail basis. If the proposal does not meet the threshold criteria, the proposal will not be evaluated. In some circumstances, EPA may seek additional information.

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121752	71954S	2847 STEADMANS ACE HARDWARE	19.99					
1	121752	10/05/12 REPAIR R-1	19.99		15169	1000 7 420460	230	101000
		994557						
121753	71955S	1120 GLADER ELECTRIC CO	138.00					
1	121753	10/05/12 A/C REPAIR - FIREHALL	138.00		15168	1000 7 420460	400	101000
		67874,67959						
121754	71956S	999999 DICK'S CONSTRUCTION	66.81					
1	121754	10/05/12 DOOR OPENER-LG DOORS	66.81		15167	1000 7 420460	400	101000
		713638						
121755	71957S	369 HEALTH-E-WEB	94.00					
1	121755	10/05/12 MC AMB BILLING	94.00		15166	5510 10 420730	220	101000
121756	71958S	869 EAST MONT COMMUNICATIONS	223.50					
1	121756	10/05/12 RADIO BATTERIES	223.50		15164	1000 7 420460	214	101000
		26335						
121757	71959S	979 FIREMANS COMPANY	48.00					
1	121757	10/05/12 PLASTIC SEALS TEARAWAY	48.00		15162	5510 10 420730	220	101000
		2729						
121758	71960S	1330 HOLY ROSARY HEALTH CENTER	866.79					
1	121758	10/05/12 MEDICAL SUPPLIES	866.79		15163	5510 10 420730	222	101000
121759	71953S	1010 STOCKMAN BANK	434.80					
1	121759	10/10/12 NSF: GRENZ, TURCK	217.40*			5210 25 430510	513	101000
2	121759	10/10/12 NSF: GRENZ, TURCK	217.40*			5310 29 430610	513	101000
121760	71961S	1533 LOCAL TECHNICAL ASSISTANCE	35.00					
1	121760	10/16/12 PUB WKS DIR MTG: MAYOR	35.00			1000 1 410200	380	101000
		2574						
121761	71963S	1010 STOCKMAN BANK	560.48					
1	121761	10/16/12 NSF-BLUEGRASS HPHOLSTERY	280.24*			5210 25 430510	513	101000
2	121761	10/16/12 NSF-BLUEGRASS HPHOLSTERY	280.24*			5310 29 430610	513	101000

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121762	72016S	4010 FELT, MARTIN, FRAZIER & WELDON,	1,925.00					
1	121762	10/31/12 WAGE GRIEVANCE	1,925.00		1	1000 3 411101	350	101000
121763	72002S	316 DATA IMAGING SYSTEMS, INC	1,165.00					
1	121763	10/31/12 MONTHLY SERVICES/BACKUP	286.47			1000 3 410500	360	101000
2	121763	10/31/12 MONTHLY SERVICES/BACKUP	107.44*			5210 25 430510	360	101000
3	121763	10/31/12 MONTHLY SERVICES/BACKUP	107.44*			5310 29 430610	360	101000
4	121763	10/31/12 MONTHLY SERVICES/BACKUP	63.67			1000 1 410200	360	101000
5	121763	10/31/12 MONTHLY SERVICES/BACKUP	148.35			1000 36 411020	360	101000
6	121763	10/31/12 MONTHLY SERVICES/BACKUP	42.66			5210 23 430550	360	101000
7	121763	10/31/12 MONTHLY SERVICES/BACKUP	42.02			5310 31 430630	360	101000
8	121763	10/31/12 MONTHLY SERVICES/BACKUP	61.12			2510 107 430220	360	101000
9	121763	10/31/12 MONTHLY SERVICES/BACKUP	24.19			2520 108 430220	360	101000
10	121763	10/31/12 MONTHLY SERVICES/BACKUP	71.64			1000 9 410540	360	101000
11	121763	10/31/12 CITYSILO &SEPT BKUP	70.00*			1000 3 410500	220	101000
12	121763	10/31/12 CITYSILO &SEPT BKUP	70.00			5210 25 430510	220	101000
13	121763	10/31/12 CITYSILO &SEPT BKUP	70.00			5310 29 430610	220	101000
121764	71985S	52 ABC GLASS INC	170.00					
1	121764	10/31/12 RPL 2 GLAZE WINDOWS/HNGR 3 34704	170.00*		15466	5610 87 430300	220	101000
121765	72017S	1037 FLOWMARK CO	2,230.35					
1	121765	10/31/12 FUEL FILTER/MNTR/SEPARATOR/ETC 1061291	2,230.35		15467	5610 87 430300	230	101000
121766	72043S	999999 MSASCD-MBRSH DUES C/O MICKY	50.00					
1	121766	10/31/12 STATE DIR ASSN DUES:6/12-6/13	50.00			2985 15 450330	220	101000
121767	72012S	3293 EASTERN MT COMMUNITY MENTAL	400.00					
1	121767	10/31/12 EMPL SCREENING	400.00		15736	1000 5 420140	350	101000
121768	72011S	869 EAST MONT COMMUNICATIONS	955.50					
1	121768	10/31/12 2 KENWOOD MOBILE MICS 26352	198.00		15737	1000 5 420140	214	101000
2	121768	10/31/12 REPAIR E-8 WIRING 26337	375.00		15182	1000 7 420460	230	101000
3	121768	10/31/12 BATTERY & ANTENNA 26335	223.50		15182	1000 7 420460	214	101000
4	121768	10/31/12 RPR ANT ON VAC & MOWER 26338	63.60		15831	2510 107 430220	230	101000

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5	121768	10/31/12 RPR ANT ON VAC & MOWER		15.90		15831	2520 108 430220	230	101000
26338									
6	121768	10/31/12 RPR ANT ON VAC & MOWER		39.75		15831	5210 23 430550	230	101000
26338									
7	121768	10/31/12 RPR ANT ON VAC & MOWER		39.75		15831	5310 31 430630	230	101000
26338									
121769	72026S	1407 KADRMAS LEE & JACKSON INC		2,422.50					
1	121769	10/31/12 GIS DATA MAINTENANCE		1,445.00		15243	2850 105 420140	350	101000
157147									
2	121769	10/31/12 GIS DATA MAINTENANCE		977.50		15249	2850 105 420140	350	101000
159036									
121770	71971S	999999 SAM WINKLEY		144.98					
1	121770	10/31/12 TRAINING: PUMP MAINT CLASS		43.49		15363	5210 22 430530	370	101000
2	121770	10/31/12 TRAINING: PUMP MAINT CLASS		43.49		15363	5210 80 430540	370	101000
3	121770	10/31/12 TRAINING: PUMP MAINT CLASS		23.20		15363	5310 32 430690	370	101000
4	121770	10/31/12 TRAINING: PUMP MAINT CLASS		34.80		15363	5310 33 430640	370	101000
121771	72017S	1037 FLOWMARK CO		276.52					
1	121771	10/31/12 (4) FUEL FILTERS		276.52		15468	5610 87 430300	230	101000
1061392									
121772	71982S	1193 SANDRA K. PEARCY		266.22					
1	121772	10/31/12 TRVL: BOZEMAN:FALL CLERK CONF		266.22		16008	1000 6 410300	370	101000
121773	71981S	999999 GAIL KREZELAK		266.22					
1	121773	10/31/12 TRVL:BOZEMAN:CLRK CONF		266.22		16007	1000 6 410300	370	101000
121774	71968S	999999 MIKE WADE		144.98					
1	121774	10/31/12 TRAVEL TO TRAINING		43.49		15364	5210 22 430530	370	101000
2	121774	10/31/12 TRAVEL TO TRAINING		43.49		15364	5210 80 430540	370	101000
3	121774	10/31/12 TRAVEL TO TRAINING		23.20		15364	5310 32 430690	370	101000
4	121774	10/31/12 TRAVEL TO TRAINING		34.80		15364	5310 33 430640	370	101000
121775	71967S	999999 JOSH SEEKINS		130.81					
1	121775	10/31/12 TRAVEL TO TRNG		39.24		15366	5210 22 430530	370	101000
2	121775	10/31/12 TRAVEL TO TRNG		39.24		15366	5210 80 430540	370	101000
3	121775	10/31/12 TRAVEL TO TRNG		20.93		15366	5310 32 430690	370	101000
4	121775	10/31/12 TRAVEL TO TRNG		31.40		15366	5310 33 430640	370	101000

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121776		71969S 999999	TOM SPEELMON	130.81					
1	121776	10/31/12 TRAVEL TO TRAINING		39.24		15367	5210 22 430530	370	101000
2	121776	10/31/12 TRAVEL TO TRAINING		39.24		15367	5210 80 430540	370	101000
3	121776	10/31/12 TRAVEL TO TRAINING		20.93		15367	5310 32 430690	370	101000
4	121776	10/31/12 TRAVEL TO TRAINING		31.40		15367	5310 33 430640	370	101000
121777		71966S 999999	DAVE HARRIS	130.81					
1	121777	10/31/12 TRAVEL TO TRAINING		39.24		15365	5210 22 430530	370	101000
2	121777	10/31/12 TRAVEL TO TRAINING		39.24		15365	5210 80 430540	370	101000
3	121777	10/31/12 TRAVEL TO TRAINING		20.93		15365	5310 32 430690	370	101000
4	121777	10/31/12 TRAVEL TO TRAINING		31.40		15365	5310 33 430640	370	101000
121778		72036S 288	MILES CITY AREA CHAMBER OF	56.79					
1	121778	10/31/12 BULK MAIL:NOV 02 NEWSLTR		56.79			2985 15 450330	311	101000
121779		71964S 277	COMDATA	12,510.31					
1	121779	10/24/12 FUEL		165.87			5210 22 430530	231	101000
20170684									
2	121779	10/24/12 FUEL		41.47			5210 80 430540	231	101000
3	121779	10/24/12 FUEL		62.25			5310 32 430690	231	101000
4	121779	10/24/12 FUEL		84.90			5310 33 430640	231	101000
5	121779	10/24/12 FUEL		809.04			1000 13 460433	231	101000
6	121779	10/24/12 FUEL		3,601.80			2510 107 430220	231	101000
7	121779	10/24/12 FUEL		900.45			2520 108 430220	231	101000
8	121779	10/24/12 FUEL		807.02			5210 23 430550	231	101000
9	121779	10/24/12 FUEL		807.01			5310 31 430630	231	101000
10	121779	10/24/12 FUEL		99.11			6040 910 430220	231	101000
11	121779	10/24/12 FUEL		278.70		15470	5610 87 430300	231	101000
12	121779	10/24/12 FUEL		440.25		15171	1000 7 420460	231	101000
13	121779	10/24/12 FUEL		1,650.32		15171	5510 10 420730	231	101000
14	121779	10/24/12 FUEL		2,585.71		15734	1000 5 420140	231	101000
15	121779	10/24/12 FUEL		106.00		15734	1000 21 440600	231	101000
16	121779	10/24/12 FUEL		70.41		15734	1000 5 420160	231	101000
121780		71995S 999999	C. A. GRENZ	601.62					
1	121780	10/31/12 TRAVEL TO KALISPELL-MLCT CONF		601.62			1000 1 410200	370	101000
121781		72019S 369	HEALTH-E-WEB	69.00					
1	121781	10/31/12 AMBULANCE BILLING (MC)		69.00		15183	5510 10 420730	350	101000

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121782	72061S	999999 TOWN & COUNTRY CLUB	34.00					
1	121782	10/31/12 LINENS FOR DIVERSITY CONV 26337	34.00		15533	2880 44 460100	210	101033
121783	72029S	1527 LN CURTIS & SONS	100.58					
1	121783	10/31/12 REPL GAUGES FLOWMETER 3126774	100.58		15181	1000 7 420460	230	101000
121784	72057S	999999 TEMPEST	51.50					
1	121784	10/31/12 REPL FOOT ASSEMBLY:VENT FAN 0164385-IN	51.50		15180	1000 7 420460	230	101000
121785	72009S	2856 DXP ENTERPRISES	113.45					
1	121785	10/31/12 AIR COMPRESSOR 5339635	113.45		15179	1000 7 420460	220	101000
121786	72006S	999999 DIVERSIFIED INSPECTION	1,521.00					
1	121786	10/31/12 TOWER 19/GROUND LADDER CERT 216202	1,521.00		15178	1000 7 420460	350	101000
121787	72030S	1571 MACS FRONTIERLAND	99.63					
1	121787	10/31/12 AMB 24; OIL & LUBE 138093	99.63		15177	5510 10 420730	230	101000
121788	72021S	1331 HOLY ROSARY HEALTH CENTER-CLINIC	494.33					
1	121788	10/31/12 EMPL PHYSICAL 3867700	494.33		15176	5510 10 420730	350	101000
121789	72020S	1330 HOLY ROSARY HEALTH CENTER	344.36					
1	121789	10/31/12 AMBULANCE SUPPLIES	344.36		15175	5510 10 420730	222	101000
121790	72039S	268 MILES CITY SANITATION INC.	83.00					
1	121790	10/31/12 GARBAGE SERVICES 2A100418	43.00		15735	1000 5 420140	346	101000
2	121790	10/31/12 GARBAGE SERVICES 2A100414	40.00		15464	5610 87 430300	230	101000
121791	72048S	2450 POSTMASTER (UTILITIES)	950.00					
1	121791	10/31/12 WATER/SEWER BILLS:POSTAGE	950.00			5210 25 430510	311	101000

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121792	72062S	368	TUMBLEWOOD DEVELOPMENT INC	2,666.66					
1	121792	10/31/12	SANITARIAN CONTRACT SERV	2,666.66			2270 37 440140	350	101000
121793	71998S	237	CPI COLLECTION PROFESSIONALS INC	60.59					
1	121793	10/31/12	WATER/SEWER COLLECTIONS	30.29			5210 25 430510	350	101000
2	121793	10/31/12	WATER/SEWER COLLECTIONS	30.30			5310 29 430610	350	101000
121794	71972S	1970	MONTANA DAKOTA UTILITIES	31,294.81					
1	121794	10/26/12	GAS/ELECTRIC/RENT	496.14		15170	1000 7 420460	341	101000
2	121794	10/26/12	GAS/ELECTRIC/RENT	385.04			1000 8 411230	341	101000
3	121794	10/26/12	GAS/ELECTRIC/RENT	50.84			1000 8 411230	344	101000
4	121794	10/26/12	GAS/ELECTRIC/RENT	441.88			1000 13 460433	341	101000
5	121794	10/26/12	GAS/ELECTRIC/RENT	109.39			1000 13 460433	344	101000
6	121794	10/26/12	GAS/ELECTRIC/RENT	77.47			1000 14 460445	341	101000
7	121794	10/26/12	GAS/ELECTRIC/RENT	59.28			1000 21 440600	341	101000
8	121794	10/26/12	GAS/ELECTRIC/RENT	19.41			1000 21 440600	344	101000
9	121794	10/26/12	GAS/ELECTRIC/RENT	9,700.73			2400 46 430263	341	101000
10	121794	10/26/12	GAS/ELECTRIC/RENT	4,052.80			2400 46 430263	533	101000
11	121794	10/26/12	GAS/ELECTRIC/RENT	1,772.38			2420 48 430263	341	101000
12	121794	10/26/12	GAS/ELECTRIC/RENT	664.90			2420 48 430263	533	101000
13	121794	10/26/12	GAS/ELECTRIC/RENT	125.62			2430 49 430263	341	101000
14	121794	10/26/12	GAS/ELECTRIC/RENT	1,121.07			2440 50 430263	341	101000
15	121794	10/26/12	GAS/ELECTRIC/RENT	268.47			2470 72 430263	341	101000
16	121794	10/26/12	GAS/ELECTRIC/RENT	304.12			2470 72 430263	533	101000
17	121794	10/26/12	GAS/ELECTRIC/RENT	58.70			2480 47 430263	341	101000
18	121794	10/26/12	GAS/ELECTRIC/RENT	62.83			2510 107 430220	341	101000
19	121794	10/26/12	GAS/ELECTRIC/RENT	14.16			2510 107 430220	344	101000
20	121794	10/26/12	GAS/ELECTRIC/RENT	5.20			2520 108 430220	341	101000
21	121794	10/26/12	GAS/ELECTRIC/RENT	3.54			2520 108 430220	344	101000
22	121794	10/26/12	GAS/ELECTRIC/RENT	4,833.69			5210 22 430530	341	101000
23	121794	10/26/12	GAS/ELECTRIC/RENT	235.38			5210 22 430530	344	101000
24	121794	10/26/12	GAS/ELECTRIC/RENT	13.00			5210 23 430550	341	101000
25	121794	10/26/12	GAS/ELECTRIC/RENT	8.85			5210 23 430550	344	101000
26	121794	10/26/12	GAS/ELECTRIC/RENT	13.00			5310 31 430630	341	101000
27	121794	10/26/12	GAS/ELECTRIC/RENT	8.85			5310 31 430630	344	101000
28	121794	10/26/12	GAS/ELECTRIC/RENT	897.72			5310 32 430690	344	101000
29	121794	10/26/12	GAS/ELECTRIC/RENT	18.86			5310 32 430690	344	101000
30	121794	10/26/12	GAS/ELECTRIC/RENT	4,343.67			5310 33 430640	341	101000
31	121794	10/26/12	GAS/ELECTRIC/RENT	22.27		15170	5510 10 420730	344	101000
32	121794	10/26/12	GAS/ELECTRIC/RENT	735.24		15473	5610 87 430300	341	101000
33	121794	10/26/12	GAS/ELECTRIC/RENT	79.35		15473	5610 87 430300	344	101000

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34	121794	10/26/12	GAS/ELECTRIC/RENT	258.17			6040 910 430220	341	101000
35	121794	10/26/12	GAS/ELECTRIC/RENT	32.79			6040 910 430220	344	101000
121795	71973S	999999	DEPT OF PUBLIC HEALTH & HUMAN	2,323.03					
1	121795	10/29/12	PROVIDER IGT MATCH	2,323.03		15174	5510 10 420730	350	101000
121796	72013S	291	ECOLAB PEST ELIMINATION DIVISION	100.00					
1	121796	10/31/12	NOV, DEC, JAN PEST CONTROL	100.00		15185	1000 7 420460	220	101000
			2894648						
121797	71991S	4011	BIG SKY LINEN	268.07					
1	121797	10/31/12	RUG CLEANING MONTHLY	24.38		15529	2220 16 460100	360	101000
			58510						
2	121797	10/31/12	WTP:MOPS & TOWELS	20.37		15357	5210 80 430540	360	101000
			60629						
3	121797	10/31/12	WWTP:MOPS & TOWELS	23.08		15357	5310 33 430640	360	101000
			60630						
4	121797	10/31/12	CITY HALL RUGS	99.54		15837	1000 8 411230	220	101000
			60626,62563,64516						
5	121797	10/31/12	CITY SHOP MOP/RUGS	61.86		15837	6040 910 430220	220	101000
			60627,62564,64517						
6	121797	10/31/12	WWTP: TOWELS & RUGS	20.32		15371	5310 33 430640	360	101000
			64522						
7	121797	10/31/12	WTP: TOWELS & RUGS	18.52		15371	5210 80 430540	360	101000
			64529						
121798	72035S	999999	MICHELLE CUNNINGHAM	53.97					
1	121798	10/31/12	FEDERATION MEETING SUPPLIES	53.97		15532	2880 41 460100	210	101030
121799	72049S	999999	POWDER RIVER EXAMINER	34.00					
1	121799	10/31/12	NEWSPAPER SUBSCRIPTION	34.00		15530	2220 16 460100	382	101000
121800	72025S	999999	JEAN NIELSEN	490.06					
1	121800	10/31/12	MSC PTNRS FALL MTG/HELENA	490.06		15527	2220 16 460100	370	101000
121801	71988S	999999	AWWA CUSTOMER SERVICE	70.00					
1	121801	10/31/12	MEMBERSHIP RENEWAL-WADE	35.00		15370	5210 22 430530	334	101000
2	121801	10/31/12	MEMBERSHIP RENEWAL-WADE	35.00		15370	5210 80 430540	334	101000

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121802	72008S	790 DPC INDUSTRIES	69.00					
1	121802	10/31/12 DEMURRAGE	45.00		15369	5210 80 430540	222	101000
		DE7200195-12						
2	121802	10/31/12 DEMURRAGE	24.00		15369	5310 33 430640	222	101000
121803	72055S	999999 SOUTHLAND ELECTRICAL SUPPLYL	169.46					
1	121803	10/31/12 TEB CIRCUIT BREAKERS	169.46		15361	5310 32 430690	230	101000
		142139, 142259						
121804	72015S	902 ENERGY LABORATORIES INC	498.00					
1	121804	10/31/12 CHEMICALS/LAB/MED SUPPLIES	321.00		15360	5210 80 430540	222	101000
		321050474,51086,51597,51802						
2	121804	10/31/12 CHEMICALS/LAB/MED SUPPLIES	177.00		15360	5310 33 430640	222	101000
121805	72063S	3140 WATERWORKS INDUSTRIES INC	98.83					
1	121805	10/31/12 COVER PLATE	98.83		15359	5310 33 430640	230	101000
		117425						
121806	72058S	999999 TMG SERVICES	73.92					
1	121806	10/31/12 INJECTOR PARTS	73.92		15358	5310 33 430640	230	101000
		33723						
121807	72004S	999999 DEPT OF AGRICULTURE, AG SCIENCES	60.00					
3	121807	10/31/12 PESTICIDE APPLICATION	60.00		15834	1000 13 460433	334	101000
121808	71987S	330 AQUACHECK LABORATORY, INC	163.75					
1	121808	10/31/12 MODIFIED M-TEC	163.75		15351	5310 33 430640	222	101000
		16715						
121809	72028S	1468 KIRST ENGINEERING CO	562.64					
1	121809	10/31/12 POWER SUPPLY:HC900 CONTROLLER	562.64		15346	5310 33 430640	230	101000
		144016						
121810	72044S	2094 MSU NORTHERN	770.00					
1	121810	10/31/12 LAB PRACTICES;PUMPS & P MAINT	231.00		15362	5210 22 430530	380	101000
2	121810	10/31/12 LAB PRACTICES;PUMPS & P MAINT	231.00		15362	5210 80 430540	380	101000
3	121810	10/31/12 LAB PRACTICES;PUMPS & P MAINT	184.80		15362	5310 33 430640	380	101000
4	121810	10/31/12 LAB PRACTICES;PUMPS & P MAINT	123.20		15362	5310 32 430690	380	101000

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121811	72040S	999999	MONTANA DEPT OF AGRICULTURE	120.00					
1	121811	10/31/12	APPS: HARRIS, WADE	40.00		15368	5210 22 430530	334	101000
2	121811	10/31/12	APPS: HARRIS, WADE	40.00		15368	5210 80 430540	334	101000
3	121811	10/31/12	APPS: HARRIS, WADE	40.00		15368	5310 33 430640	334	101000
121812	72045S	999999	NAEIR	30.50					
1	121812	10/31/12	VOL REC SUPPLIES	30.50		16104	2985 15 450330	210	101000
			H489174						
121813	72060S	2914	TOURISM BUSINESS IMPROVEMENT	20,860.00					
1	121813	10/31/12	TOURISM BUS IMP DISTRICT	20,860.00			7370 212500		101000
121814	71992S	413	BROWN & HUSS, PC	100.00					
1	121814	10/31/12	PROFESSIONAL SERVICES	100.00			1000 4 411100	350	101000
121815	72001S	721	DALES CLEANING SERVICE	875.00					
1	121815	10/31/12	CLEANING SERVICES: LIBRARY	325.00		15528	2220 16 460100	360	101000
2	121815	10/31/12	CLEANING SERVICES: CITY HALL	550.00		15840	1000 8 411230	360	101000
121816	72037S	999999	MILES CITY AREA ECONOMIC DEV	5,000.00					
1	121816	10/31/12	2012 CONTRIBUTION	5,000.00			1000 2 470300	350	101000
121817	71996S	999999	CASSANDRA SEYMOUR	13.48					
1	121817	10/31/12	REFUND OF DEPOSIT	13.48			5210 214010		101000
121818	72059S	2910	TONGUE RIVER ELECTRIC	447.63					
1	121818	10/31/12	SOUTHGATE LIGHTING CHARGES	401.84			2450 51 430263	341	101000
2	121818	10/31/12	911 POWER & TOWER LIGHTS	45.79		15248	2850 105 420140	341	101000
121820	72034S	1737	MC AREA SOLID WASTE DISTRICT	33.00					
1	181820	10/31/12	ANIMAL DISPOSAL	23.00		15738	1000 21 440600	220	101000
			3436A, & BAL DUE						
2	181820	10/31/12	FREON UNITS DISPOSAL	10.00		15833	1000 13 460433	220	101000
			123703						
121821	71974S	1010	STOCKMAN BANK	61.73					
1	121821	10/31/12	NSF: FUHRMAN	30.87			5210 25 430510	810	101000
2	121821	10/31/12	NSF: FUHRMAN	30.86			5310 29 430610	810	101000



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121831	72018S	1143 GREAT FALLS TRIBUNE	522.06					
1	121831	10/31/12 INVTN TO BID:RVRSIDE PK PROJ 1942391	522.06		15802	1000 13 460433	936	101000
121832	71983S	1010 STOCKMAN BANK	463.00					
1	121832	10/31/12 NSF: BULOCK	231.50			5210 25 430510	810	101000
2	121832	10/31/12 NSF: BULOCK	231.50			5210 25 430510	810	101000
121833	72005S	771 DEPT OF REVENUE	1,719.50					
1	121833	10/31/12 GROSS RCPT: WILLIAMS BROS	1,719.50		15641	5310 33 430640	940	102280
121834	72064S	999999 WILLIAMS BROTHERS CONSTRUCTION	170,230.50					
1	121834	10/31/12 APP #1: WWTR IMPROVEMENTS 1	170,230.50		15640	5310 33 430640	940	102280
121835	72032S	999999 MARY HERNANDEZ, INVISAGE	800.00					
1	121835	10/31/12 FACILITATOR TRNG FEE	800.00		15537	2880 44 460100	350	101033
121836	72042S	999999 MOVIE LICENSING USA	1,384.00					
1	121836	10/31/12 MOVIE LICENSE FEE 1745469	1,384.00		15535	2880 41 460100	350	101030
121837	72022S	999999 JACK LARSON	200.00					
1	121837	10/31/12 ROBERTS RULES TRNG	200.00		15536	2880 41 460100	380	101030
121838	72023S	1986 JACKS BODY SHOP	797.50					
1	121838	10/31/12 VEHICLE REPAIRS 4052, 4054, 4058, 4059, 4060, 4064	797.50		15740	1000 5 420140	220	101000
121839	72031S	1047 MARILYNN FORMAN	350.00					
1	121839	10/31/12 CLEANING: POLICE DEPT	350.00		15739	1000 5 420140	350	101000
121840	72050S	293 POWERPLAN	944.51					
1	121840	10/31/12 UNIT #45-LOADER 63109	755.61		14654	2510 107 430220	363	101000
2	121840	10/31/12 BUCKET TEETH & CUT EDGES	188.90		14654	2520 108 430220	363	101000
121842	72047S	2270 NORTHWEST PIPE INC	2,939.16					
1	121842	10/31/12 SUPPLIES 43030	2,263.62		156391	5210 23 430550	230	101000
2	121842	10/31/12 SUPPLIES	675.54		156391	5210 23 430550	235	102270

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121843	72056S	286 STANLEY CHIROPRACTIC OFFICE	65.00					
1	121843	10/31/12 DALE GIBSON: CDL PHYSICAL GIB10393	65.00		15638	6040 910 430220	220	101000
121844	72051S	2560 REGAN PLUMBING & HEATING	168.55					
1	121844	10/31/12 800 SILVERSAGE 213-40130	118.47		15637	5210 23 430550	369	101000
2	121844	10/31/12 TEDESCO 213-40257	50.08		15838	1000 13 460433	230	101000
121845	72007S	800 DOEDEN CONSTRUCTION	1,250.10					
1	121845	10/31/12 PROF SERVICES 43865,43867	1,000.50		15635	5210 23 430550	360	101000
2	121845	10/31/12 PROF SERVICES 43903	249.60		15635	5210 23 430550	234	101000
121846	72014S	999999 EDGE CONSTRUCTION	1,145.00					
1	121846	10/31/12 CONCRETE SAW 641291	1,145.00		15634	5210 23 430550	214	101000
121847	71985S	52 ABC GLASS INC	180.00					
1	121847	10/31/12 WINDSHIELD UNIT #44 34897	144.00		14657	2510 107 430220	230	101000
2	121847	10/31/12 WINDSHIELD UNIT #44	36.00		14657	2520 108 430220	230	101000
121848	71984S	60 A & I DISTRIBUTORS	1,748.88					
1	121848	10/31/12 3 DRUMS OF OIL 2245970	233.18		14656	2510 107 430220	363	101000
2	121848	10/31/12 3 DRUMS OF OIL	58.30		14656	2520 108 430220	363	101000
3	121848	10/31/12 3 DRUMS OF OIL	291.48		14656	1000 13 460433	363	101000
4	121848	10/31/12 3 DRUMS OF OIL	291.48		14656	5210 22 430530	363	101000
5	121848	10/31/12 3 DRUMS OF OIL	291.48		14656	5310 33 430640	363	101000
6	121848	10/31/12 3 DRUMS OF OIL	291.48		14656	5210 23 430550	363	101000
7	121848	10/31/12 3 DRUMS OF OIL	291.48		14656	5310 31 430630	363	101000
121849	72003S	1286 DENNIS HIRSCH	1,732.22					
1	121849	10/31/12 BUILDING PERMITS: OCT	1,732.22		15842	2394 18 420531	350	101000





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121859	72000S	700 CUSTER COUNTY WATER & SEWER	11,670.89					
1	121859	10/31/12 WATER, SEWER COLLECTIONS	11,670.89			7980 211020		101000
121860	72041S	2151 MORRISON & MAIERLE INC	2,997.38					
1	121860	10/31/12 I.T. WORK, MGD SERVICES	2,954.88		15245	2850 105 420140	350	101000
		14063,14075,14127						
2	121860	10/31/12 I.T. WORK	42.50		15247	2850 105 420140	350	101000
		14222						
121861	71997S	498 CENTURY LINK	1,965.87					
1	121861	10/31/12 911 PHONE SYSTEM	1,965.87		15246	2850 105 420140	345	101000
121863	72033S	373 MASTERCARD	19,655.76					
1	121863	10/31/12 TRAVEL	198.57			1000 1 410200	370	101000
2	121863	10/31/12 POSTAGE	50.49*			1000 3 410500	311	101000
3	121863	10/31/12 POSTAGE	115.00			1000 4 411100	311	101000
4	121863	10/31/12 OFF SUPPLIES/OP EXP	327.23			1000 5 420140	210	101000
5	121863	10/31/12 SM ITEMS OF EQUIOP	1,150.72			1000 5 420140	214	101000
6	121863	10/31/12 R & M SUPPLIES	22.54			1000 5 420140	230	101000
7	121863	10/31/12 POSTAGE	10.11			1000 5 420140	311	101000
8	121863	10/31/12 R & M VEHICLES	700.03			1000 5 420140	366	101000
9	121863	10/31/12 TRAVEL	932.59			1000 5 420140	370	101000
10	121863	10/31/12 TRAINING	850.00			1000 5 420140	380	101000
11	121863	10/31/12 SM ITEMS OF EQUIP	486.46*			1000 5 420144	214	101000
12	121863	10/31/12 OFFICE SUPPLIES/OP EXP	3.28			1000 7 420460	210	101000
13	121863	10/31/12 OFFICE SUPPLIES/OP EXP	351.30			1000 7 420460	220	101000
14	121863	10/31/12 R & M SUPPLIES	281.32			1000 7 420460	230	101000
15	121863	10/31/12 TELEPHONE	43.85			1000 7 420460	345	101000
16	121863	10/31/12 BUILDING MATERIALS	88.42			1000 7 420460	400	101000
17	121863	10/31/12 OP EXP	195.94			1000 8 411230	220	101000
18	121863	10/31/12 R & M SUPPLIES	11.73			1000 8 411230	230	101000
19	121863	10/31/12 OP EXP	123.99			1000 13 460433	220	101000
20	121863	10/31/12 CHEMICALS	275.00			1000 13 460433	222	101000
21	121863	10/31/12 R & M SUPPLIES	1,098.75			1000 13 460433	230	101000
22	121863	10/31/12 TRAINING	53.54			1000 13 460433	380	101000
23	121863	10/31/12 OFFICE SUPPLIES	35.94			1000 201 431200	210	101000
24	121863	10/31/12 JANITORIAL SUPPLIES	23.69			2220 16 460100	224	101000
25	121863	10/31/12 POSTAGE	100.48			2220 16 460100	311	101000
26	121863	10/31/12 BOOKS	125.78			2220 16 460100	382	101000
27	121863	10/31/12 POSTAGE	26.50			2270 37 440140	311	101000
28	121863	10/31/12 MEMBERSHIPS	125.00			2394 18 420531	334	101000

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29	121863	10/31/12 OP EXP	104.94			2510 107 430220	220	101000
30	121863	10/31/12 R & M VEHICLES	735.91			2510 107 430220	363	101000
31	121863	10/31/12 OP EXP	26.24			2520 108 430220	220	101000
32	121863	10/31/12 R & M VEHICLES	183.98			2520 108 430220	363	101000
33	121863	10/31/12 SM ITEMS OF EQUIP	1,149.98*			2701 7 420465	214	101000
34	121863	10/31/12 OP EXP	215.58			2850 105 420140	220	101000
35	121863	10/31/12 OFFICE SUPPLIES	223.24			2880 44 460100	210	101033
36	121863	10/31/12 POSTAGE	49.50			2985 15 450330	311	101004
37	121863	10/31/12 OFFICE SUPPLIES	2.65			5210 22 430530	210	101000
38	121863	10/31/12 OP EXP	12.00			5210 22 430530	220	101000
39	121863	10/31/12 CLOTHING	14.40			5210 22 430530	226	101000
40	121863	10/31/12 R & M SUPPLIES	56.57			5210 22 430530	230	101000
41	121863	10/31/12 R & M VEHICLES	381.22			5210 22 430530	363	101000
42	121863	10/31/12 TRAVEL	10.48			5210 22 430530	370	101000
43	121863	10/31/12 TRAINING	32.12			5210 22 430530	380	101000
44	121863	10/31/12 OP EXP	173.33			5210 23 430550	220	101000
45	121863	10/31/12 CLOTHING	85.00			5210 23 430550	226	101000
46	121863	10/31/12 R & M SUPPLIES	861.36			5210 23 430550	230	101000
47	121863	10/31/12 WTR MAIN REPL & STREET	504.56			5210 23 430550	233	101000
48	121863	10/31/12 CURB STOP REPL	1,153.65			5210 23 430550	235	102270
49	121863	10/31/12 R & M VEHICLES	673.36			5210 23 430550	363	101000
50	121863	10/31/12 POSTAGE	50.49			5210 25 430510	311	101000
51	121863	10/31/12 OP EXP	12.00			5210 80 430540	220	101000
52	121863	10/31/12 CHEMICALS	394.22			5210 80 430540	222	101000
53	121863	10/31/12 CLOTHING	14.40			5210 80 430540	226	101000
54	121863	10/31/12 R & M SUPPLIES	43.31			5210 80 430540	230	101000
55	121863	10/31/12 TRAVEL	10.48			5210 80 430540	370	101000
56	121863	10/31/12 POSTAGE	50.49			5310 29 430610	311	101000
57	121863	10/31/12 OP EXP	97.75			5310 31 430630	220	101000
58	121863	10/31/12 CLOTHING	84.99			5310 31 430630	226	101000
59	121863	10/31/12 R & M VEHICLES	673.36			5310 31 430630	363	101000
60	121863	10/31/12 OP EXP	6.40			5310 32 430690	220	101000
61	121863	10/31/12 CLOTHING	7.67			5310 32 430690	226	101000
62	121863	10/31/12 R & M SUPPLIES	16.97			5310 32 430690	230	101000
63	121863	10/31/12 TRAVEL	5.59			5310 32 430690	370	101000
64	121863	10/31/12 TRAINING	8.56			5310 32 430690	380	101000
65	121863	10/31/12 OP EXP	19.56			5310 33 430640	220	101000
66	121863	10/31/12 CHEMICALS	287.20			5310 33 430640	222	101000
67	121863	10/31/12 R & M SUPPLIES	280.39			5310 33 430640	230	101000
68	121863	10/31/12 POSTAGE	7.45			5310 33 430640	311	101000
69	121863	10/31/12 R & M VEHICLES	470.92			5310 33 430640	363	101000
70	121863	10/31/12 TRAVEL	8.39			5310 33 430640	370	101000

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\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
71	121863	10/31/12 TRAINING	12.86			5310 33 430640	380	101000
72	121863	10/31/12 SM ITEMS OF EQUIP	62.50			5510 10 420730	214	101000
73	121863	10/31/12 CHEMICALS	1,156.64			5510 10 420730	222	101000
74	121863	10/31/12 R & M SUPPLIES	4.40			5510 10 420730	230	101000
75	121863	10/31/12 GAS/OIL	43.16			5510 10 420730	231	101000
76	121863	10/31/12 TELEPHONE	100.00			5510 10 420730	345	101000
77	121863	10/31/12 BUILDING MATERIALS	40.18*			5610 87 430730	400	101000
78	121863	10/31/12 OP EXP	844.68			6040 910 430220	220	101000
79	121863	10/31/12 OP EXP	382.43*			5610 87 430300	220	101000

Total: 458,824.04

458,824.04

11/09/12  
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CITY OF MILES CITY  
Fund Summary for Claims  
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Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$38,933.30
2220 LIBRARY	
101000 Cash - Operating	\$60,434.39
2260 EMERGENCY DISASTER	
101000 Cash - Operating	\$44,646.00
2270 Health	
101000 Cash - Operating	\$2,693.16
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$1,857.22
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$13,753.53
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	\$2,437.28
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$125.62
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$1,121.07
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$401.84
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$572.59
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$58.70
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$15,040.77
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$1,795.40
2701 Fire Grants	
101000 Cash - Operating	\$1,149.98
2850 911 EMERGENCY	
101000 Cash - Operating	\$7,647.12
2880 LIBRARY GRANTS	
101000 Cash - Operating	\$201.00
101030 Cash - Sagebrush Fed/Base Grant	\$1,637.97
101033 Library - Humanities Grant	\$1,057.24
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	\$176.29
101004 RSVP Non-Federal Cash Operating	\$69.48
5210 WATER UTILITY	
101000 Cash - Operating	\$19,552.06
102270 Cash - Curb Stop Replacement Fee	\$1,829.19
5310 SEWER UTILITY	
101000 Cash - Operating	\$11,638.82
102280 WWtr Treatment Plant-Phase I	\$171,950.00
5510 AMBULANCE FUND	
101000 Cash - Operating	\$7,439.43
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$4,232.77
6040 PUBLIC WORKS	
101000 Cash - Operating	\$13,840.93
7370 TBID	
101000 Cash - Operating	\$20,860.00

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CITY OF MILES CITY  
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Fund/Account	Amount
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	\$11,670.89
Total:	\$458,824.04

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