



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*March 13, 2018
7:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- | | |
|------------------------------------|-----------|
| A. Regular City Council Meeting | 2/27/2018 |
| B. Finance Committee Meeting | 2/22/2018 |
| C. Human Resource Meeting | 3/01/2018 |
| D. Special Council Meeting | 3/06/2018 |
| E. Public Safety Committee Meeting | 3/08/2018 |
| F. Finance Committee Meeting | 3/08/2018 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

Kasey Kruger- Urban Renewal Agency Board

5. PROCLAMATIONS

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

10. BID OPENINGS-

11. BID AWARDS 4 Wheel Drive Ambulance

Finance Committee recommends: Osage for an amount of \$282,000

12. PUBLIC HEARINGS

- A. **RESOLUTION NO. 4131- A Resolution Approving an Application for Tax Exemption and Reduction for Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures for 1885 Properties, LLC**
- B. **RESOLUTION NO. 4135- A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Award of an Urban Renewal Agency Direct Grant for Infrastructure Improvements to the City Public Works Department, and Amendment of Final Budget for FY 2017-2017 to Increase the Budgeted Amount in Fund 2510-107-460235-230**

13. UNFINISHED BUSINESS

- A. **RESOLUTION NO. 4131- *(Second Reading)* A Resolution Approving an Application for Tax Exemption and Reduction for Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures for 1885 Properties, LLC**
- B. **RESOLUTION NO. 4135- *(Second Reading)* A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Award of an Urban Renewal Agency Direct Grant for Infrastructure Improvements to the City Public Works Department, and Amendment of Final Budget for FY 2017-2017 to Increase the Budgeted Amount in Fund 2510-107-460235-230**

14. NEW BUSINESS

- A. **RESOLUTION NO. 4125- A Resolution Revising City of Miles City Personnel Policies Regarding Grievance Policy**
- B. **RESOLUTION NO. 4134- A Resolution Adopting a Revised Police Department Policy for Lost and Found Property**
- C. **RESOLUTION NO. 4137- A Resolution Authorizing the City of Miles City to Enter Into an Agreement Entitled “State of Montana Agreement” With the State of Montana Historic Preservation Office for Partial Funding of the Historic Preservation Officer Position**
- D. **RESOLUTION NO. 4138- A Resolution Authorizing the Assignment of a Portion of a Certain Lease Agreement Between the City of Miles City and Greg Kmetz and Alice Kmetz, to Ailport Properties Montana, LLC for the Lease of Industrial Site Property**
- E. **APPROVAL OF FEBRUARY CLAIMS**

15. ADJOURNMENT

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

Minutes

REGULAR COUNCIL MEETING February 27, 2018

7:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, February 27, 2018, in the Council Chambers in City Hall, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Jeff Erlenbusch, Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Kathy Wilcox and Susanne Galbraith. Councilperson Brant Kassner was excused.

Also present were City Attorney Dan Rice, Public Utilities Director Tom Speelmon, Police Chief Doug Colombik, Fire Chief Brandon Stevens, Planner II Dawn Colton Historic Preservation/TIF Administrator Connie Muggli and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 2/13/2018

** *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of February 13, 2018 and include changing under request of citizens lots 33-34 to 28-32, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 7-0.*

SCHEDULE MEETINGS

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

- Finance Committee: Thursday, March 8th @6:00 p.m.
- Human Resource Committee: Thursday, March 1st @ 5:15 p.m.
- Public Safety Committee: Thursday, March 8th @5:30 p.m.

REQUEST OF CITIZENS & PUBLIC COMMENT

Resident Dawn Kanduch, 715 Cheyenne thanked the Mayor for having a tour at City Hall which included a home school group. She said with talking to the employees it was evident that City Hall had a good working environment.

APPOINTMENTS

Leif Ronning-Planning Board

** *Councilperson Galbraith moved to approve the appointment of Leif Ronning to the Planning Board, seconded by Councilperson Gardner and passed unanimously.*

Rock Wankel- Historic Preservation Commission- 3 years

** *Councilperson Erlenbusch moved to approve the appointment of Rock Wankel to the Historic Preservation Commission for a 3 year term, seconded by Councilperson Huber and passed unanimously.*

Jeff Erlenbusch- Historic Preservation Commission- 3 years

** *Councilperson Uden moved to approve the appointment of Jeff Erlenbusch to the Historic Preservation Commission for a 3 year term, seconded by Councilperson Gardner and passed unanimously.*

PROCLAMATIONS

None

STAFF REPORTS

Chief Stevens recognized Tanner Harbaugh as one of the new Captains. He said Mr. Harbaugh has been with the City for two years and is a veteran of the Iraq and Afghanistan war.

Director Speelmon spoke for Administer Malenovsky on Section 205 in kind match:

- \$49,301.44- Work in Kind from September to January
- \$87,912.97- Total work in kind for the project as to date
- \$337,912.97- Total work in kind and cash contribution as to date

CITY COUNCIL COMMENTS

Councilperson Uden recognized Flood Administer Malenovsky for helping out in the absence of Director Gray. There was an undriveable street because of snow which served a family that had serious medical problems. A crew was out there that afternoon and it was cleared. He also commended Director Gray and his crew for the great job on snow removal. Every street in Miles City was plowed and the snow has been removed as well.

MAYOR COMMENTS

Mayor reported the following:

- City Clerk reported that Intercap loans will be going from 2.5% to 3.15%, City is looking into consolidating some loans, and the Website purchase is on hold
- South Eastern Montana Development Corporation helped Cowtown Ag receive a \$40,000 grant from Big Sky for job creation and a \$25,000 grant with a \$25,000 low interest loan

- Thanked Administrator Muggli for her years of service to Historic Preservation, TIF and the City. She is retiring and Rock Wankel will handle the Historic Preservation issues and Todd Gillette will handle the TIF issues. She had sent in the BNSF occupancy permit but had not heard back from them.
- Police has 15 employees
- Library has flooded twice this season, the Supervisor knows what the issue is, but cannot take care of it at the moment
- Tom Speelmon explained that funding for loans and grants are not looking good from the State. The South Gate water tank is settling and will need repairs. Director Speelmon responded saying it is settling and if moved it may leak. Looking at bolting the tank down in the meantime.
- There had been three water breaks this season
- Dispatch Supervisor Anderson reported that calls are up due to weather
- BLM reports that the fire season should be the same as last year, but will begin later in the season

COMMITTEE RECOMMENDATIONS

Send \$27,947.41 to collections for ambulance charge offs

- ** *Councilperson Uden moved to approve sending \$27,947.41 to collections for ambulance charge offs, seconded by Councilperson Galbraith and passed unanimously.*

Send \$1,752.95 to collections for water/sewer charge offs

- ** *Councilperson Gardner moved to approve sending \$1,752.95 to collections for water/sewer charge offs, seconded by Councilperson Galbraith and passed unanimously.*

BID OPENINGS

Bids received for new 4-wheel drive ambulance

Two bids were received:

Osage for a total of \$282,000

Apger for a total of \$286,735

- ** *Councilperson Uden moved to approve the bid from Osage for an amount of \$282,000, seconded by Councilperson Gardner*

- ** *Councilperson Galbraith moved to send to Finance Committee, seconded by Councilperson Wilcox and passed 5-2 with Councilperson Andrews and Uden voting no.*

Bids received for Wibaux Park Fountain

Bid was extended until April

BID AWARDS

None

PUBLIC HEARINGS

- A. **ORDINANCE NO. 1321- An Ordinance Amending Ordinance 1294, and Revising the Urban Renewal District Boundary to Include Full Parcels Split by Original Boundaries**

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

- B. **ORDINANCE NO. 1322- An Ordinance Revising Sections 23-28, 23-29, and 23-33 of the Code of Ordinances of the City of Miles City, Montana, so as Revise Provisions Regarding Curb Stop Maintenance, Meter Replacement Fees, and Service Line Materials**

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

- C. **RESOLUTION NO. 4127- A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2017-2018 to Increase the Budgeted Amount in the General Fund for Various Unbudgeted Expenditures**

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

UNFINISHED BUSINESS

- A. **ORDINANCE NO. 1321- *(Second Reading)* An Ordinance Amending Ordinance 1294, and Revising the Urban Renewal District Boundary to Include Full Parcels Split by Original Boundaries**

** *Councilperson Andrews moved to approve the Ordinance, read by title only, seconded by Councilperson Wilcox and, on roll call vote, passed, 7-0. Ordinance No. 1321 was adopted.*

- B. **ORDINANCE NO. 1322- *(Second Reading)* An Ordinance Revising Sections 23-28, 23-29, and 23-33 of the Code of Ordinances of the City**

of Miles City, Montana, so as Revise Provisions Regarding Curb Stop Maintenance, Meter Replacement Fees, and Service Line Materials

****** *Councilperson Uden moved to approve the Ordinance, read by title only, seconded by Councilperson Huber and, on roll call vote, 7-0* **Ordinance No. 1322 was adopted.**

C. RESOLUTION NO. 4127- (Second Reading) A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2017-2018 to Increase the Budgeted Amount in the General Fund for Various Unbudgeted Expenditures

****** *Councilperson Gardner moved to approve the Resolution, read by title only, seconded by Councilperson Galbraith and, on roll call vote, passed unanimously, 7-0.* **Resolution No. 4127 was adopted.**

NEW BUSINESS

A. Discussion of current and future raffles

Mayor Hollowell read a letter written by him explaining that he mourned with and is saddened from the tragedy in Florida. The raffle issue is not about gun control or gun rights, but rather that an individual, although we may not necessarily agree with the medium, put his community before himself. Is this something we should stop? That is what the Council and Mayor chose to support. I say, God bless all those who pursue such a cause of action of selflessness.

Councilperson Galbraith disclosed that an e-mail was sent to all Council members responding to an e-mail from Chief Colombik concerning the issue. She thought maybe the prize could be a gift certificate.

Councilperson Uden asked for the letter from the Department of Justice be inserted into the minutes. He explained that the letter states the Police Department is within its rights to conduct a raffle and is not in violation existing law or Ordinance.

Insert DOJ letter here, when PDF'D!!

Councilperson Gardner felt that the law allows the transfer of a firearm to an individual that has passed a proper background check. With that said he supports the raffle of the AR and individual that entered the raffle expects

to win the AR.

Mayor Hollowell invited resident Joe Whalen 611 North Lake to speak. Mr. Whalen expressed his disappointment that the raffle is going forward. He stated that if Council felt the police department needed a canine that there were other ways to accomplish it. He mentioned three (3) options to exercise instead of the raffle: 1) The canine should have been in the budget before it was finalized, 2) A Public Safety levy could have been sponsored, 3) the Interlocal agreement with the drug task force could have been renegotiated to share the expenses. He felt there were other options than raffling a gun that is a weapon of choice in many mass shootings.

Resident Jeff Williams 1611 Tompy Street explained that he paid for the gun and donated it to the raffle because he wanted to help the City and Police Department to purchase items necessary to do their jobs. He will be donating four (4) guns for four (4) raffles which are not intended to be a gift certificate. He would like the Council to vote by a majority to give the gun away, not a gift certificate. Guns do not cause the problem of mass shooting, it is a social fabric issue. Limiting guns is not the solution. He hoped that the Council would approve the guns that he has chosen for the raffles.

Councilperson Uden thanked Mr. Williams for the interest of the welfare and betterment of the Police Department.

Councilperson Andrews said that he would like in the future to see a hunting rifle or a shot gun issued for the raffles.

B. Drawing of raffle

Scott Carter won the raffle

C. RESOLUTION NO. 4130 A Resolution Requesting Distribution of Bridge and Road Safety and Accountability Program Funds

*** Councilperson Uden moved to approve the Resolution, read by title only, seconded by Councilperson Galbraith and, on roll call vote, passed unanimously, 7-0.*

D. RESOLUTION NO. 4131- (First Reading) A Resolution Approving an Application for Tax Exemption and Reduction for Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures for 1885 Properties, LLC

*** Councilperson Galbraith moved to approve the Resolution, read by title*

only and to revise Exhibit A, seconded by Councilperson Huber and, on roll call vote, passed unanimously, 7-0.

E. RESOLUTION NO. 4132- A Resolution Establishing Maurice R. Hilleman Complex, Encompassing Stanley Field, Pumping Plant Park, Waterworks Art Museum, the Miles City Water Plant, and the Miles City Law Enforcement Shooting Range

*** Councilperson Wilcox moved to approve the Resolution, read by title only, seconded by Councilperson Gardner and, on roll call vote, passed unanimously, 7-0.*

F. RESOLUTION NO. 4133- A Resolution Authorizing the Assignment of a Certain Lease Agreement and Option to Purchase Between the City of Miles City and United Parts and Supply, LLC to Ailport Properties Montana, LLC, for the Lease and Purchase of Parcel 1 of the Anderson Tract, Tract "E" of the Industrial Site West of Miles City

*** Councilperson Uden moved to approve the Resolution, read by title only, seconded by Councilperson Huber and, on roll call vote, passed unanimously, 7-0.*

G. RESOLUTION NO. 4135- (First Reading) A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Award of an Urban Renewal Agency Direct Grant for Infrastructure Improvements to the City Public Works Department, and Amendment of Final Budget for FY 2017-2017 to Increase the Budgeted Amount in Fund 2510-107-460235-230

*** Councilperson Gardner moved to approve the Resolution, read by title only, seconded by Councilperson Erlenbusch and, on roll call vote, passed unanimously, 7-0.*

ADJOURNMENT

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

The meeting was adjourned at 8:20 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

Finance Committee Meeting

February 22, 2018

The Finance Committee met Thursday, February 22, 2018 at 6:00 p.m. in the City Hall Conference room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rick Huber, Dwayne Andrews and Kathy Wilcox.

Also present were: TIFD Administrator Connie Muggli, Fire Chief Branden Stevens and City Clerk/Recorder Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

1. Request of Citizens:

None

2. RESOLUTION NO. 4131- A Resolution Approving an Application for Tax Exemption and Reduction for Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures for 1885 Properties, LLC

*** Committee Member Wilcox moved to recommend to Council to approve the Resolution, seconded by Committee Member Huber.*

Clerk Pearce said it would be a total savings of \$479.74. The spreadsheet breaks it out for Range Riders, Trails In and Mama Stella's, but the application was for the Range Riders only. All committee members felt it was a win-win situation for everyone.

(*Note)- A Revised application had been sent to the City Clerk, but had not been placed in the packet. The revised application covered blocks 3-5 instead of just 3 for an total amount of saving of \$1,446.30

*** On roll call vote, it passed 4-0*

3. Discussion and recommendation on Resolution 4135- (Not the title of Resolution) A direct grant to Public Works Department of tax Increment Revenue for Infrastructure Investment for an amount of \$5,000

*** Committee Member Andrews moved to recommend to Council to approve Resolution 4135 as read by Connie Muggli, seconded by Committee Member Galbraith.*

TIFD Administrator Muggli explained that the money would be used by streets to improve curbs and alleys in the Main Street area. The board felt that since the City will overspend this year on snow removal, it will be a great way to thank Council for their support and assistance.

*** On roll call vote the amended motion passed, 4-0*

*** The main motion passed 4-0*

4. Discussion on ambulance fund purchasing smaller ambulance

Chief Stevens explained that the ambulance fund is looking at buying another ambulance. This ambulance would not be a four wheel drive. It would be a Type II van style new

ambulance with Power loader system power cot, stair chair and suction unit at a cost of \$150,308. The money from the coal board grant (\$50,000) and \$110,000 from object line 220 would be used to purchase the ambulance. He felt that sending only one employee to the training in Augusta, utilizing the saving to send employees to the drivers training in Lewistown and using \$110,000 from operating expenses would cover the cost of the second ambulance. The fund would not over expend itself because those expenses would be covered by the equipment that is included in purchasing both ambulances. (i.e mounting systems, power cots, cardiac monitor) He felt with the new FEMA grant purchased four wheel drive ambulance that more transfer trips could be made. This would help increase revenue in the long run. He had worked hard to receive the ambulance he wants and the purchase on the second ambulance would depend on the cost of the ambulance that will be purchased with the FEMA grant. If it came in lower than \$294,000 the purchase of the second ambulance would be possible.

5. Send \$27,947.41 to collections for ambulance

*** Committee Member Andrews moved to recommend sending to collections an amount of \$27,947.41, for ambulance, seconded by Committee Member Huber. The motion passed 4-0*

6. ORDINANCE NO. 1321- An Ordinance Amending Ordinance 1294, and Revising the Urban Renewal District Boundary to Include Full Parcels Split by Original Boundaries

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

TIFD Administrator Muggli explained the Ordinance is a housekeeping issue. After the Department of Revenue certified the map on Exhibit A in 2015, it was discovered that some of the properties were split. The fund had to wait until revenue was received to hire a surveyor. The survey produced the legal description to match with DOR's description.

*** On roll call vote, it passed 4-0*

7. ORDINANCE NO. 1322- An Ordinance Revising Sections 23-28, 23-29, and 23-33 of the Code of Ordinances of the City of Miles City, Montana, so as Revise Provisions Regarding Curb Stop Maintenance, Meter Replacement Fees, and Service Line Materials

*** Committee Member Wilcox moved to recommend to Council to approve the Ordinance, seconded by Committee Member Huber. On roll call vote, it passed 4-0*

8. RESOLUTION NO. 4127- A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2017-2018 to Increase the Budgeted Amount in the General Fund for Various Unbudgeted Expenditures

*** Committee Member Huber moved to recommend to Council to approve the Resolution, seconded by Committee Member Wilcox.*

Clerk Pearce explained what the budget amendments were for:

- 1000-001-410200-214- Mayor a new computer
- 1000-013-460436-350- Stairs at Connors Stadium
- 1000-301-410600-300- Cover additional cost for November elections
- 1000-005-420140-350- Additional mandatory lab testing
- 1000-003-410500-360- Software purchased by County for TIF District

*** On roll call vote, it passed 4-0*

9. RESOLUTION NO. 4130 A Resolution Requesting Distribution of Bridge and Road Safety and Accountability Program Funds

*** Committee Member Andrews moved to recommend to Council to approve the Resolution, seconded by Committee Member Huber.*

Clerk Pearce explained the additional money is from a new tax gas. The fund is called HB473 and the City will receive \$65,815.91 with a City match of \$3,290.80, which will be split between SID 204 and 205. The money can only be used for streets, bridges curb and gutter.

*** On roll call vote, it passed 4-0*

10. Discussion on Main Street, Balsam and Milestown lighting districts

*** Committee Member Galbraith moved to table the discussion, seconded by Committee Member Wilcox. On roll call vote, it passed 4-0*

11. Discussion on 2 mills for disaster and emergency

No Discussion

12. Send \$1,792.95 to collections for water/Sewer Charge offs

*** Committee Member Wilcox moved to change the amount to \$1,752.95 and recommend to Council to approve sending \$1,752.95 to collections for water/sewer charge offs, seconded by Committee Member Huber. On roll call vote, it passed 4-0*

13. Adjournment

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

The meeting was adjourned at 7:24 p.m.

Susanne Galbraith, Chairperson

Lorrie Pearce Recorder/City Clerk

**Human Resources Committee
March 1, 2018**

The **Human Resources Committee** met Thursday, March 1, 2018, at 5:15 p.m. in the Conference Room at City Hall. Present were Committee Members Kathy Wilcox, Susanne Galbraith, Jeff Erlenbusch and John Uden. Also present were Deputy City Clerk/HR Officer /Committee Recorder Linda Wilkins and Fire Chief Branden Stevens.

Committee Chairperson Kathy Wilcox called the meeting to order.

1. Request of Citizens

None

2. Committee Member Comments

None

3. Review and Recommendation: MMIA suggested revisions to Grievance personnel policy

Officer Wilkins stated that the revisions were reviewed by the labor attorney Larry Martin.

***Committee Member Uden moved that the Grievance Policy with revisions be accepted and recommended to City Council, seconded by Committee Member Galbraith. On roll call vote the motion passed 4-0.*

4. New Business

A. Review and Recommendation: Position Description, Volunteer Fire, Ambulance staff

Chief Stevens explained that he would like to follow a model that allows part paid firefighters to perform duties under these categories: Logistical/Administrative Support, Firefighter, EMT, and Rescue. Committee Members discussed putting these as categories under one position description for Part Paid Firefighters and to postpone and allow Chief Stevens and Officer Wilkins to do further research.

***Committee Member Erlenbusch moved to postpone consideration of the position description until the next Human Resource Committee Meeting, seconded by Committee Member Uden. The motion passed unanimously 4-0.*

B. Review and Recommendation: Position Description – Legal Assistant to City Prosecutor

Chairperson Wilcox stated the Job Class should be clerical.

***Committee Member Uden moved to accept the changes to the Legal Assistant position description, seconded by Committee Member Galbraith. On roll call vote the motion passed 4-0.*

C. Review and Recommendation: Employee Orientation and Checklist

Officer Wilkins reviewed a few changes to the actual policy. The Committee Members reviewed the New Hire Checklist provided by MMIA and agreed that it was much more comprehensive than the current Orientation Checklist contained in the current Personnel Policy and Procedure Manual. The New Hire Checklist was divided into three sections: Section 1 – Pre-hire forms, Section 2 – At-time of hire forms and Benefits (to be completed on

the first day of employment) and Section 3 – Required policy communications/trainings (to be completed within 3 days of employment). Committee Members thought the suggested changes should be made and a revised copy with changes brought back to the next HR Committee Meeting.

***Committee Member Galbraith moved to postpone the recommendation of the Employee Orientation and Checklist until the next Human Resource Committee Meeting so changes can be made and reviewed, seconded by Committee Member Uden. The motion passed unanimously 4-0.*

D. Discussion: Draft new policy re: “Working Remotely”

After a discussion of the complexity of employees working remotely, it was decided that it would not be in the best interest of the City to proceed with drafting a policy.

5. Next Meeting: Consider Thursday April 5, 2018 @ 5:15 p.m.

4. Adjournment

***Committee Member Galbraith moved to adjourn, seconded by Committee Member Uden. The motion passed unanimously 4-0.*

The meeting was adjourned at 6:20 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

SPECIAL COUNCIL MEETING March 6, 2017
7:00 p.m.

CALL TO ORDER

The Special Council meeting was held Tuesday, March 6, 2017, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Jeff Erlenbusch, Kathy Wilcox and Susanne Galbraith.

Also present were Public Utility Director Tom Speelmon, Fire Chief Branden Stevens and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

REQUEST OF CITIZENS & PUBLIC COMMENT

None

BID OPENINGS- 4 Wheel Drive Ambulance

1 bid received- Braun North West for an Amount of \$176,036. The bid was incomplete, no equipment listed.

****** *Councilperson Uden moved to not accept the bid from Braun North West because of its incompleteness and not be considered by the Finance Committee, and seconded by Councilperson Andrews. On roll call vote, the motion passed by unanimous consent, 8-0.*

NEW BUSINESS

A. Resolution No. 4136- A Resolution Declaring a State of Disaster and Levying An Amount up to Two Mills For Disaster Relief

****** *Councilperson Galbraith moved to approve the Resolution, read by title only, and seconded by Councilperson Kassner.*

After a long discussion it was the consensus of the Council to have an article in the Miles City Star explaining that the expenses of the snow removal will decrease pavement projects this year. Also, explain that 2 mills (\$18,430) will be collected in tax year 2019, which adds up to about \$5.00 per tax payer. It was suggested that the contractors for the snow removal be listed and a reminder published in the paper next fall.

**** On roll call vote, the motion passed by unanimous consent, 8-0.
Resolution No. 4136 passed**

ADJOURNMENT

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

The meeting was adjourned at 7:25 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

Public Safety Committee Meeting
March 8, 2018

The Public Safety Committee met Thursday, March 8, 2018, at 5:15 pm in the Human Resources Office. Present were Committee Chairperson Brant Kassner and Committee Members John Uden, and Ken Gardner. Absent was Jeff Erlenbusch.

Also present were: Deputy City Clerk/Recorder Linda Wilkins and Police Chief Doug Colombik

Chairperson Kassner called the meeting to order.

1. Request of Citizens

None

2. Committee Member Comments

None

3. Review and Recommend: Resolution No. 4134 A RESOLUTION ADOPTING A REVISED POLICE DEPARTMENT POLICY FOR LOST AND FOUND PROPERTY

***Committee Chairperson Uden moved to approve Resolution 4134, read by title only, and seconded by Committee Member Gardner.*

Committee Member Uden noted that there was nothing in the policy stating how the department would secure the safety of lost and found property. Chief Colombik stated that property was logged and stored in the evidence room. Committee Member Uden also asked what happened to lost and found property that was taken to dispatch. Chief Colombik stated that an officer is contacted and they pick up the property and take it to the evidence room and log it.

***Committee Chairperson Uden moved to amend the original motion in "Exhibit A" item 2 first sentence, after the word "department" the following language be added that "lost and found property will be stored at the evidence room", and seconded by Committee Member Gardner.*

***On roll call vote the amended motion passed, 3-0.*

4. Adjournment

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

The meeting was adjourned at 5:25 p.m.

Respectfully Submitted:

Brant Kassner, Chairperson

Linda Wilkins, Recorder

Finance Committee Meeting

March 8, 2018

The Finance Committee met Thursday, March 8, 2018 at 6:00 p.m. in the City Hall Conference room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rick Huber, Dwayne Andrews and Kathy Wilcox.

Also present were: Fire Chief Branden Stevens and City Clerk/Recorder Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

1. Request of Citizens:

None

2. Discussion and recommendation on ambulance bids received

Chief Stevens said the City received three bids:

- Osage- Total amount of \$282,000. The bid was complete and recommended to accept it.
- Apper- Total amount of \$286,735. The bid was incomplete
- Braun North West- Total amount of \$176,036. The bid was incomplete and Council voted to not accept it.

*** Committee Member Wilcox moved to recommend to Council to approve Osage's ambulance bid, seconded by Committee Member Andrews. On roll call vote, it passed 4-0*

3. Discussion and recommendation on "SAFER" grant

Chief Stevens presented the SAFER grant:

- FEMA grant – closes April 28th
- It would be used to provide adequate staffing for Fire Rescue in the 2 in and 2 out rule. Also provide staffing for ambulance transfers
- Would have to hire 4 employees

*** After a short conversation, Councilperson Andrews moved to pass on the grant, seconded by Councilperson Wilcox. The motion passed 4-0*

4. Update on Resolution No. 4131- A Resolution Approving an Application for Tax Exemption and Reduction for Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures for 1885 Properties, LLC

Clerk Pearce explained that the revised Exhibit A includes: Range Riders, Trails In and Mama Stella's.

5. **RESOLUTION NO. 4137- A Resolution Authorizing the City of Miles City to Enter Into an Agreement Entitled “State of Montana Agreement” With the State of Montana Historic Preservation Office for Partial Funding of the Historic Preservation Officer Position**

*** Committee Member Wilcox moved to recommend to Council to approve the Resolution, seconded by Committee Member Galbraith.*

Clerk Pearce said there were no changes in the agreement.

*** The motion passed 4-0*

6. **RESOLUTION NO. 4138- A Resolution Authorizing the Assignment of a Portion of a Certain Lease Agreement Between the City of Miles City and Greg Kmetz and Alice Kmetz, to Ailport Properties Montana, LLC for the Lease of Industrial Site Property**

*** Committee Member Andrews moved to recommend to Council to approve the Resolution, seconded by Committee Member Huber.*

*** After a short discussion the motion passed 4-0*

7. **Adjournment**

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

The meeting was adjourned at 6:45 p.m.

Susanne Galbraith, Chairperson

Lorrie Pearce Recorder/City Clerk

PUBLIC HEARINGS
&
UNFINISHED BUSINESS

RESOLUTION NO. 4131

A RESOLUTION APPROVING AN APPLICATION FOR TAX EXEMPTION AND REDUCTION FOR REMODELING, RECONSTRUCTION OR EXPANSION OF EXISTING COMMERCIAL BUILDINGS OR STRUCTURES FOR 1885 PROPERTIES, LLC.

WHEREAS, 1885 PROPERTIES, LLC has applied for a tax exemption and reduction for remodeling, reconstruction, or expansion of existing commercial buildings or structures for certain renovations made to property located within the City of Miles City, pursuant to MCA 15-24-1502;

AND WHEREAS, the City finds that approving said application encourages development within the City, particularly as to buildings and areas which are in a state of disrepair or non-use;

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

1. The “Application for Tax Exemption and Reduction for the Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures,” attached hereto as Exhibit “A,” is hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby authorized to execute said Application and mark the same as “Approved” and return to the Montana Department of Revenue for processing.

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed tax reduction on the 13th day of March, 2018, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 27TH DAY OF FEBRUARY, 2018.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES
CITY, MONTANA, THIS 13TH DAY OF MARCH, 2018.**

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk



Application for Tax Exemption and Reduction for the Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures

This application must be submitted to the appropriate local governing body or bodies by the property owner of record or his agent. The decision of the local governing body or bodies must be mailed to the Department of Revenue before April 1 of the tax year for which the benefits are sought.

I, 1885 PROPERTIES, LLC whose mailing address is 607 MAIN STREET, MILLS CITY MT 59301

do hereby make application for tax exemption and reduction for the remodeling, reconstruction or expansion of existing commercial building(s) or structure(s), in accordance with 15-24-1502, MCA, on the following described lands. (Please attach an additional page if the legal description does not fit within this space). Legal Description:

LOTS 3-5 BLOCK 43 ORIGINAL TOWNSITE MILLS CITY, CUSTER COUNTY, MT 605 MAIN STREET

- I submit the following information in support of this application:
Date that the remodeling, reconstruction or expansion will start 10/26/17
Date that the remodeling, reconstruction, or expansion will be completed 1/15/18
Date that the earliest building permit was received. 10/26/17
Estimated cost of the remodeling, reconstruction or expansion \$ 100,000
Please supply a brief description and diagram of the remodeling, reconstruction or expansion. RENOVATE RANGE RIDERS CAFE DINING ROOM.
The commercial building or structures has not been used in a business for 1 months.
Property taxes on the building or structures are delinquent yes X no.

Under penalty for perjury, I hereby certify the facts herein stated are true. I further acknowledge by my signature that I have reviewed the information on the reverse side of this form and understand its meaning.

Signature of Property Owner or Agent Date 2/13 Year 18
Signature of Property Owner or Agent Date 2/13 Year 18

For County Government Purposes Only

Application received by county governing body on year This application for exemption and reduction for remodeling, reconstruction or expansion of existing commercial buildings or structures is hereby: Approved Disapproved

By Chairman-County Commission on year

For City Government Purposes Only

Application received by city governing body on year This application for exemption and reduction for remodeling, reconstruction or expansion of existing commercial buildings or structures is hereby: Approved Disapproved

By Authorized Agent of City Government on year

For Department of Revenue Purposes Only

- Application received by Department of Revenue governing body on year
The remodeling, reconstruction or expansion of the existing commercial building or structure increases the taxable value of that structure or building by at least 5% yes no.
This application for tax exemption and reduction for the remodeling, reconstruction, or expansion of existing commercial buildings or structures is hereby Approved Disapproved
If approved, the appropriate tax benefits will be granted for the tax year.

By County Appraiser on year

BUILDING	GEOCODE	LAND	2018			18-17	2017 GENERAL TAX	2018					TAXPAYER SAVINGS W INCENTIVE	
			2017 IMPR VAL	2018 IMPR VAL	TOTAL VALUE			GENERAL TAX W/O INCENTIVE	2018 GEN TAX W INCENTIVE	2019 GEN TAX W INCENTIVE	2020 GEN TAX W INCENTIVE	2021 GEN TAX W INCENTIVE		2022 GEN TAX W INCENTIVE
RANGE RIDERS CAFE	14174033119020000	26500	61710	76700	103200	14990	\$1,411.58	\$1,651.45	\$1,459.55	\$1,507.53	\$1,555.50	\$1,603.48	\$1,651.45	\$479.75
TI	14174033119030000	26500	73500	90400	116900	16900	\$1,600.24	\$1,870.69	\$1,654.33	\$1,708.42	\$1,762.51	\$1,816.60	\$1,870.69	\$540.88
MAMA STELLAS	14174033119040000	26500	73500	86800	113300	13300	\$1,600.24	\$1,813.08	\$1,642.81	\$1,685.38	\$1,727.94	\$1,770.51	\$1,813.08	\$425.66
						45190								\$1,446.30 TOTAL

RESOLUTION NO. 4135

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AWARD OF AN URBAN RENEWAL AGENCY DIRECT GRANT FOR INFRASTRUCTURE IMPROVEMENTS TO THE CITY PUBLIC WORKS DEPARTMENT, AND AMENDMENT OF FINAL BUDGET FOR FY 2017-2018 TO INCREASE THE BUDGETED AMOUNT IN FUND 2510-107-460235-230.

WHEREAS, Public Works Department on behalf of Special Improvement District No. 2510 has applied for an Urban Renewal Agency Direct Grant for Infrastructure Improvements, has met all the program criteria to receive said grant, and the Miles City Urban Renewal Board of Commissioners has recommended that the City Council award a grant in the amount of \$5,000 to the City's Public Works Department to be used toward the construction of curb and gutter and alley repairs within the Urban Renewal District of Miles City Montana;

AND WHEREAS, the City Council finds that the award of such grant is appropriate and in the best interests of the Urban Renewal District and the City's residents, and that such resulting amendment of the final budget will result in an overall increase in appropriation authority within such fund;

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

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

The appropriations for the Final Budget for Fiscal Year 2017-2018 for Special Improvement District No. 2510 / SID 204 Fund No. 2510-107-460235-230 shall be increased in the following amount: \$5,000.00.

The following budget transfer is hereby authorized:

Transfer \$5,000 from TIFD/Down Town Fund No. 2310-011-521000-820 to Special Improvement District No. 2510 / SID 204 Fund No. 2510-383000

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2017-2018 on the 13th day of March, 2018, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 27th DAY OF FEBRUARY, 2018.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES
CITY, MONTANA, THIS 13TH DAY OF MARCH, 2018.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

New Business

RESOLUTION NO. 4125

A RESOLUTION REVISING CITY OF MILES CITY PERSONNEL POLICIES REGARDING GRIEVANCE POLICY

WHEREAS, the City of Miles City has established certain personnel policies for employees of the City of Miles City, which are set forth in the City of Miles City Personnel Manual;

AND WHEREAS, the City Council finds that certain revisions to such policies should be adopted;

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

1. That the following revised policy: Section 6, Grievance Policy attached as Exhibit "A"
2. Such changes to the policy shall become effective immediately upon the passage of this resolution.

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 MARCH 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk



EXHIBIT "A"
CITY OF MILES CITY
PERSONNEL POLICY

Section 6:	Workplace Standards
Effective:	10/25/2016
Last Revised:	03/13/2018

GRIEVANCE POLICY

Resolution #4125

- **This policy supersedes all previous policies and/or handbooks published by the City of Miles City. Negotiated labor contracts that conflict with this policy will take precedence to the applicable extent.**

It is the policy of the city of Miles City that employees who have attained permanent status may file a grievance provided in these rules, unless the employee is covered by a grievance procedure provided under a collective bargaining agreement or a statutory grievance procedure.

Objective

It is the objective of this policy to provide for the procedure to be used to adjust grievances filed by eligible employees not covered by a collective bargaining agreement.

- A. Incidents of harassment must be reported using the procedure in the harassment prevention policy. If a claim is filed before the Montana Human Rights Bureau this claim against harassment ceases.
- B. Incidents that are alleged to be in violation of American with Disabilities Act (ADA) of 1990 must be reported using an ADA compliant resolution procedure. Otherwise, the employee shall proceed under this policy.

Definitions

- A. "Employee" means:
 - a. Any City employee except those covered by a collective bargaining agreement
 - b. Or an employee who has not completed a probationary period or a probationary period is extended and the employee has to attain permanent status;
 - c. When an employee is hired as a temporary employee or short-term worker or an employee is temporarily hired into a permanent position for less than 12 months and is not eligible to attain permanent status; and
- B. Contracts sets up obligations. "Grievance" means a complaint or dispute by an employee regarding the application or interpretation of written laws, rules, personnel policies or procedures, City codes and City ordinances, which adversely affects the employee.
- C. "Grievant" means an employee who has filed a formal grievance.

Employee Grievance

- A. An eligible employee may file a grievance based on the application or interpretation of laws, City

codes and City ordinances, written rules, personnel policies and procedures which adversely affects the employee, unless specifically prohibited from doing so by statute or rule.

- B. An employee other than the grievant may, at the City's discretion, be given working time off to participate in an investigation or hearing. This time may be paid working time, if the employee's participation is at the City's request. Other employees may request to use appropriate paid leave, leave of absence without pay or accrued compensatory time to attend a hearing. Use of leave or compensatory time shall be requested an approved consistent with City policies relating to type of leave requested.

Grievance Procedure

- A. Step I is the informal resolution. Both the employee and supervisor are encouraged to resolve the grievance informally whenever possible. Supervisor will document the reason for the grievance meeting and outcome of the discussion will be submitted to the Human Resource Officer and provided to the Mayor HR Committee and/or City Council as provided for below.
- B. Step II is the formal grievance, which shall be filed with the Mayor using the City's grievance form. A formal grievance:
 - a. shall be filed in writing within 15 calendar days from the occurrence of the grieved event. The formal grievance shall be filed with the Mayor.
 - b. shall state specifically the facts of the grievance, the law, written rule, policy, and/or procedure violated; when the action occurred, and the remedy desired by the grievant.
 - c. shall be responded to, by the Mayor, in writing within 15 calendar days from the date it is filed.
 - d. is resolved at Step II if the grievant accepts the Mayor's response, or if the grievant fails to advance the grievance to Step III within 15 calendar days of the receipt of the Mayor's response.
- C. Step III is the review by the City's Human Resource Committee.
 - a. If a grievant wishes to advance the grievance to Step III, the grievant shall notify the Mayor in writing. The grievant shall notify the Mayor within 15 calendar days of receipt of the Mayor's response at Step II.
 - b. If the subject of the grievance is suspension without pay for more than 10 working days, disciplinary demotion, or discharge, the Mayor shall order a hearing of the City Council. All other grievances shall advance to final review by the Human Resource Committee.
- D. As part of the final review of the Human Resource Committee may:
 - a. review the written grievance, review the Mayor's response, and/or review the record or report of any investigation;
 - b. authorize an additional investigation;
 - c. conduct a discussion with the grievant;
 - d. order a hearing before the Human Resource Committee; or
 - e. any combination of the above.
- E. Following the final Human Resource Committee review the Chairperson shall issue the final committee decision on the grievance either:
 - i. within 20 calendar days of completion of the final review;
 - ii. within 15 calendar days of receipt of a hearings summary, if applicable; or,

- iii. the Human Resource Committee chairperson shall notify the grievant and Mayor concerning any additional actions which could delay the decision and when the decision will be issued.
- F. The Human Resource Committee's final decision shall be issued in writing. This is the final step of this grievance procedure.

Hearing

A hearing shall be conducted by the City Council at Step III, if the grievance is filed as the result of a suspension without pay for more than 10 working days, a disciplinary demotion, or a discharge. Within 10 working days of advancement of the grievance to Step III, the Mayor informs the grievant of the hearing date in front of the City Council; which shall be scheduled no later than 60 days from date of issuance of termination or suspension letter.

- A. At the hearing both parties shall have:
 - a. the right to introduce evidence;
 - b. the right to cross examine;
 - c. the right to be represented; and,
 - d. the right to a recommendation for resolution based on the recorded evidence and matters officially noticed.
- B. The City shall pay all costs of:
 - a. physical arrangements for a hearing; and,
 - b. Mayor's witnesses and evidence.
- C. The grievant shall pay fees and expenses of:
 - a. the grievant representative; and,
 - b. the grievant witnesses and evidence, unless the witness also is a Mayor's witness.
- D. All witnesses will testify under oath. A recording shall be made of the hearing. The party requesting the transcript shall bear the cost. If both parties request a transcript, they will share the cost.
- E. The City Council will issue a final decision within 15 calendar days of the hearing, and the grievant shall be notified on the decision by letter from the Mayor.

Failure to Act

- A. If the employee fails to respond within the time frames established for a step, the grievance is considered resolved in favor of the last response given by the Mayor. The employee may not refile the grievance.
- B. If the Mayor fails to respond within the time frames established for a step, the grievant may proceed to the next appropriate step of the procedure.

Waivers

Any step of the procedure and timeframes in the procedure may be waived upon written agreement of both parties.

Grievance Resolved

A grievance is resolved when:

- A. the grievant requests in writing that the grievance be withdrawn or signs a waiver that a resolution has been achieved;
- B. the grievant leaves City employment, unless discharged;

- C. the grievant dies, unless the grievance involves pay or fringe benefits;
- D. the grievant fails to advance the grievance in the required time frames;
- E. the final steps of the grievance procedures are completed.

Closing

This policy shall be followed unless it conflicts with negotiated labor contracts or specific statutes, which shall take precedence to the extent applicable.

RESOLUTION NO. 4134

A RESOLUTION ADOPTING A REVISED POLICE DEPARTMENT POLICY FOR LOST AND FOUND PROPERTY.

WHEREAS, the Miles City Police Department has a policy regarding Lost and Found items, which requires revisions based on legislative changes to MCA 7-8-105;

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

1. The “Lost and Found” policy, attached hereto as Exhibit “A,” is hereby approved and adopted by the Council, effective immediately.
2. This policy shall supersede any previously adopted policies of the same subject matter.

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 MARCH, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

MILES CITY POLICE DEPARTMENT
POLICY

LOST AND FOUND

1. Purpose. The purpose of this policy is to establish the handling, return, destruction and sale of lost or abandoned property.
2. Found Property. Property which is deposited with the police department will be stored at the evidence room and shall be logged upon receipt. The following information should be recorded when possible: Name, address and phone number of finder; date deposited; name of owner or suspected owner, if known; location the item was found; description of the item. If the found property is a firearm, the firearm shall be entered into NCIC as a recovered firearm.
3. Retention of Found Property. All property other than firearms, valued at \$20.00 or more, shall be retained for not less than ~~90 days~~three months. Firearms shall be retained for the remainder of the year found, or the year entered into NCIC if later than the year found, plus two years.
4. Notification of Owner. If it can be determined who the owner of the property is, the department shall attempt to contact the owner via phone, mail, or other reasonable means. If the department is unable to make contact with the owner, the owner of the property will be deemed unknown. The notification shall indicate that the person has ~~30~~three months ~~days~~ to claim the property, or else the property will be disposed of.
5. Claim to Property. The owner of property must present valid identification when claiming the property, and must be able to describe the property in sufficient detail to indicate with reasonable certainty that they are the owner of the property.
6. Disposition of Property. At least ten days prior to the time fixed for final disposition of unclaimed property, by either returning to the finder, destruction, donation, or sale at public auction, notice of the planned disposal must be given by publication one time in the Miles City Star.
 - a. Cash. If cash is not claimed by a person identified to be the owner within ~~90~~three months~~days~~, the department shall notify the finder in writing that they may retrieve the cash within ~~30~~ten ~~days~~. If the finder does not claim the cash ~~within 30 days~~within ten days, the cash shall be deposited with the City Treasurer and placed in the General Fund.
 - b. Identification, Credit Cards, Etc. ID cards, credit cards, and similar items shall be destroyed after ~~90~~three months if not claimed.
 - c. Personal Property. Personal property of de minimis value which is not claimed within ~~90~~three months shall be donated to St. Vincent de Paul in Miles City, Montana; or destroyed in the event the donated property is not wanted. Personal property which the Chief of Police determines to be of substantial value may be

EXHIBIT A

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- sold at public auction, and the proceeds deposited with the City Treasurer to be placed in the General Fund.
- d. Firearms. When the owner of a firearm is unknown or is unable to be located, and after the firearm has been entered in NCIC as recovered for the remainder of the year found (or entered), plus two years, and if the firearm is legal for a private citizen to own, then the firearm shall be sold in a commercially reasonable manner to a local licensed firearm dealer. The proceeds from such sale shall be deposited with the City Treasurer and placed in the General Fund. If the firearm is not the type of firearm that is legal for a private citizen to own, then the firearm shall be destroyed.
7. Illegal Items. Any item, other than firearms, which are not legal to be owned by a private citizen, shall be destroyed immediately and shall not be subject to the procedures established by this policy.

RESOLUTION NO. 4137

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

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

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

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

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 13TH DAY OF MARCH, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A
STATE OF MONTANA AGREEMENT
MT-18-023

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

The State has been awarded \$801,667 of grant monies from the U.S. Department of the Interior, the National Park Service under the Historic Preservation Fund for the Federal fiscal year of 2018 (October 1, 2017 – September 30, 2018). The funding for this agreement is provided by this award, CFDA number 15.904, Historic Preservation Fund Grants-In-Aid. The Federal Award Identification Number assigned by the National Park Service is P18AF00012, and the HPF system number is to be determined.

Section 17-1-106, Montana Code Annotated, requires any state agency which receives non-general funds to identify and recover its indirect costs (IDC). MHS's indirect cost rate is determined annually and is applied as a percentage of direct costs charged to a federal award. As defined by 2 CFR Part 200 (formerly OMB Circular A-87), MHS's current IDC rate is 14.91% for state fiscal year 2018 (July 1, 2017 to June 30, 2018). IDC will not be charged in relation to this agreement.

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

1. EFFECTIVE DATE, DURATION, AND RENEWAL

This Agreement shall take effect on April 1, 2018 and shall terminate on March 31, 2019 unless a new termination date is set or the agreement is terminated as provided in this contract. Total payments by the "Grantor" for all purposes under this contract shall not exceed \$5,500.00. In the event that the grantor does not receive full funding from the National Park Service, the total grant award may be reduced, as outlined in the CLG Manual. Payment shall be made on a reimbursement basis by request of Subgrantee to the grantor. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

2. SERVICES AND/OR SUPPLIES

The Subgrantee shall:

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

as appropriate; and

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

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

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

3. CONSIDERATION/PAYMENT

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

1. The Subgrantee agrees to submit semi-annual Progress Reports, meeting minutes, and Requests for Reimbursement. Reports will be accompanied by the following documentation:
 - a. The Subgrantee's name, address and agreement number MT-18-023;
 - b. A report discussing the work completed during the reporting period. Include meeting agendas and minutes;
 - c. An itemized listing of cash or in-kind donations that comprise the nonfederal match;
 - d. An itemized listing of project expenses that are charged to the federal grant; If indirect costs (IDC) are claimed for reimbursement (or match), the IDC rate must be in accordance with 2 CFR Part 200.414. A copy of the IDC approval letter from the Cognizant agency must be submitted to the Grantor and approved prior to any reimbursement.
 - e. Receipts, invoices, and/or financial reports sufficient to document each expenditure.
 - f. The net request for payment (reimbursement); and
 - g. Products produced during the reporting period.
2. All Requests for Reimbursement must be approved by the Grantor prior to payment. Payment for work completed under this Agreement may be withheld pending the delivery and acceptance of such items. All Subgrantees must retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of 3 years or until an acceptable audit (accessible by auditors) has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final report. A final Request for Reimbursement must be submitted within thirty (30) days of the termination of this Agreement if they are to qualify for payment.
3. All Requests for Reimbursement will be reviewed for eligibility and allow-ability under Chapters 12, 13 and 14 of the National Park Service's Historic Preservation Fund Manual and the State CLG Manual. The Subgrantor may request a copy of the CLG Manual from the grantor and the Historic Preservation Fund Manual is available for inspection at the SHPO.
4. The Subgrantee shall, at minimum, provide documentation detailing forty percent (40%) matching non-federal funds for the overall grant award. In order to receive the full grant award of \$5,500.00, the minimum dollar amount of match necessary to be provided by the Subgrantee is \$3,666.67 in matching in-kind services or cash. In the event that the grant award is reduced, the match requirement would be reduced proportionally. Requests for Reimbursement require the same 40% documentation relative to the amount requested. The

accepted Grant Application, reviewed and approved by the Grantor, provides an estimation of sources and amounts of matching funds from the Subgrantee.

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

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

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

4. ACCESS AND RETENTION OF RECORDS

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

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

5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

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

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

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

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

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

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

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

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

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

6. EQUAL EMPLOYMENT OPPORTUNITY

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

7. FAIR LABOR STANDARDS

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

8. PROHIBITION AGAINST LOBBYING

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

"No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this Section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

Violations of this Section shall constitute violations of Section 1352(a) of title 31. In addition to the above, the related

restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply." Thus, costs associated with activities to influence legislation pending before Congress, commonly referred-to as "lobbying" is unallowable under this Agreement.

9. HOLD HARMLESS/INDEMNIFICATION

Subgrantee agrees to protect, defend, and save State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Subgrantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Subgrantee and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State, under this Contract.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

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

11. COMPLIANCE WITH LAWS

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

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

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

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

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

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

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

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

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

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

12. DISABILITY ACCOMMODATIONS

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

13. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

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

14. REGISTRATION WITH THE SECRETARY OF STATE

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

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

15. MODIFICATIONS AND PREVIOUS AGREEMENTS

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

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

16. CONFLICT OF INTEREST

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

17. INTELLECTUAL PROPERTY/OWNERSHIP

17.1 Mutual Use. Subgrantee shall make available to the Federal government and the State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice, or created in whole or in part under this contract, if such availability is necessary for the State to receive the benefits of this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this contract. This mutual right includes (i) all deliverables and other materials, products, modifications that Subgrantee has developed or prepared for the State under this contract; (ii) any program code, or site-related program code that Subgrantee has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this contract; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".

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

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

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

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

18. PATENT AND COPYRIGHT PROTECTION

18.1 Third-Party Claim. If a third party makes a claim against the State that the products furnished under this Contract infringe upon or violate any patent or copyright, the State shall promptly notify Subgrantee. Subgrantee shall defend such claim in the State's name or its own name, as appropriate, but at Subgrantee's expense. Subgrantee shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests

are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

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

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

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

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

18.5 Publications must include the nondiscrimination statement:

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

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

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

19. AUDITING

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

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

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

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

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

20. **SEVERABILITY**

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

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

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

21. **EVENT OF BREACH – REMEDIES**

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

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

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

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

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

Upon State's material breach, Subgrantee may:

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

22. GENERAL AND SPECIFIC CONDITIONS

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

23. FORCE MAJEURE

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

24. WAIVER OF BREACH

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

25. CONFORMANCE WITH CONTRACT

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

26. LIAISONS AND SERVICE OF NOTICES

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

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

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

27. MEETINGS

Subgrantee shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Subgrantee and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as

problems arise and will be coordinated by State. State shall provide Subgrantee a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Subgrantee's option and expense, a conference call meeting may be substituted. Subgrantee's consistent failure to participate in problem resolution meetings, Subgrantee missing or rescheduling two consecutive meetings, or Subgrantee's failure to make a good faith effort to resolve problems may result in termination of the Contract.

28. CHOICE OF LAW AND VENUE

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

29. TAX EXEMPTION

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

30. AUTHORITY

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

31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

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

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

32. WAIVER

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

33. EXECUTION

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

STATE OF MONTANA

Montana Historical Society

225 North Roberts

Helena, Montana 59620-1201

BY: Denise King/Administrator

Centralized Services Division, Montana Historical Society

CITY OF MILES CITY

17 South Eighth Street

Miles City, MT 59301

DUNS # 134230325

BY: _____

(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

RESOLUTION NO. 4138

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF A PORTION OF A CERTAIN LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY AND GREG KMETZ AND ALICE KMETZ, TO AILPORT PROPERTIES MONTANA, LLC FOR THE LEASE OF INDUSTRIAL SITE PROPERTY.

WHEREAS, the CITY currently leases certain property within the Industrial Site west of Miles City, to Greg Kmetz and Alice Kmetz (“Tenant”), described as: Lots 28-32 of Tract “E” of the Industrial Site West of Miles City, Montana;

AND WHEREAS, Tenant desires to assign a portion of said lease to Ailport Properties Montana, LLC, as follows: Lot 28 and Lot 29 of Tract “E” of the Industrial Site West of Miles City, Montana, containing approximately 29,000 square feet each, for a total of 58,000 square feet, more or less;

AND WHEREAS, a “Partial Assignment of Lease Agreement” between the parties has been prepared and presented to the City Council for approval.

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

That the “Partial Assignment of Lease Agreement” attached hereto as Exhibit “A,” and made a part hereof, is hereby approved by the City Council of the City of Miles City.

PASSED AND ADOPTED BY A 2/3 VOTE of the City Council this 13th day of March, 2018.

By: _____
John Hollowell, Mayor

Attest:

Lorrie Pearce, City Clerk

PARTIAL ASSIGNMENT OF LEASE AGREEMENT

This ASSIGNMENT, made and entered into this 13th day of March, 2018, by and between the City of Miles City, Montana, a Montana municipal corporation, of 17 S. 8th Street, Miles City, Montana 59301, hereinafter "CITY," Greg Kmetz and Alice Kmetz, of 21 Water Plant Road, Miles city, Montana, hereinafter "ASSIGNOR," and Ailport Properties Montana, LLC, of PO Box 1048, Glenrock, Wyoming, hereinafter "ASSIGNEE,"

WHEREAS, the CITY currently leases certain property within the Industrial Site to ASSIGNOR pursuant to a certain Lease Agreement approved by Resolution No. 3587, for the following real property: Lots 28-32 of Tract "E" of the Industrial Site West of Miles City, Montana, containing approximately 145,000 square feet, more or less;

AND WHEREAS, ASSIGNOR desires to assign a portion of this lease agreement, being Lots 28 and 29 of Tract "E" of the Industrial Site West of Miles City to ASSIGNEE, which requires approval of CITY;

AND WHEREAS, ASSIGNEE has agreed to comply with all conditions of said Lease Agreement;

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

ASSIGNMENT

The ASSIGNOR hereby assigns, and the CITY hereby approves, a portion of the Lease Agreement between CITY and Greg Kmetz and Alice Kmetz (ASSIGNOR), approved by Resolution No. 3587, to ASSIGNEE; and ASSIGNEE has indicated that it intends to exercise the Option to Renew for their assigned portion of the leasehold pursuant to Paragraph IV of said Lease Agreement. As a result of this Assignment and renewal, Ailport Properties Montana, LLC, shall become the Tenant of Lots 28 and 29, and shall pay annual rent in the amount of \$4,070.00 commencing on July 1, 2018; and Greg Kmetz and Alice Kmetz shall continue leasing lots 30, 31, and 32, which may be renewed pursuant to said Lease Agreement. Upon execution of this assignment, said Lease Agreement shall be treated as two separate lease agreements, one between the City and Ailport Properties Montana, LLC for Lots 28 and 29; and one between the City and Greg Kmetz and Alice Kmetz for Lots 30, 31, and 32. Any payment by Ailport Properties Montana, LLC to Greg Kmetz and Alice Kmetz for the remainder of the 2017-2018 lease year shall be negotiated and paid directly between itself and the ASSIGNOR.

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

CITY OF MILES CITY:

By: _____
John Hollowell, Mayor

Exhibit "A"

Attest:

Lorrie Pearce, City Clerk

ASSIGNOR:

Greg Kmetz

Alice Kmetz

ASSIGNEE:

Ailport Properties Montana, LLC

By: _____

Claims

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CITY OF MILES CITY
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* Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
129786	-99974C	4050 US BANK - SPA LOCKBOX	CM9695	18,313.47					
1	999FY9H8	02/01/18 SID 211 ~ Principle		1,859.12		US2618	3670 110 490500	643	101000
2	999FY9H8	02/01/18 Intrest		659.15		US2618	3670 110 490500	644	101000
3	9999JH924	02/01/18 Flood Project ~ Principle		13,769.15		US2618	1000 201 490500	652	101000
4	9999JH924	02/01/18 Interest		2,026.05		US2618	1000 201 490500	653	101000
129788	79929S	4013 SOLESTONE REIMB SERVICES		1,167.26					
1	9395	02/02/18 January ~ Ambulance Billing		1,167.26		24314	5510 10 420730	350	101000
129794	79930S	999999 CINTAS		74.27					
45	1	5009852489 02/01/18 PD - Medical Refill @ Offi		74.27		24274	1000 5 420140	210	101000
129806	79920S	1970 MONTANA DAKOTA UTILITIES		46,968.43					
1		02/28/18 GAS/ELECTRIC		286.95		24323	1000 7 420460	341	101000
2		GAS/ELECTRIC		553.71		24323	1000 7 420460	344	101000
3		GAS/ELECTRIC		377.09			1000 8 411230	341	101000
4		GAS/ELECTRIC		503.09			1000 8 411230	344	101000
5		GAS/ELECTRIC		485.29			1000 13 460433	341	101000
6		GAS/ELECTRIC		580.14			1000 13 460433	344	101000
7		GAS/ELECTRIC		81.36			1000 14 460445	341	101000
8		GAS/ELECTRIC		47.97			1000 21 440600	341	101000
9		GAS/ELECTRIC		55.09			1000 21 440600	344	101000
10				450.77		24669	2220 16 460100	341	101000
11				405.78		24669	2220 16 460100	344	101000
12		GAS/ELECTRIC		9,771.63			2400 46 430263	341	101000
13		GAS/ELECTRIC		5,636.50			2400 46 430263	533	101000
14		GAS/ELECTRIC		1,824.14			2420 48 430263	341	101000
15		GAS/ELECTRIC		741.22			2420 48 430263	533	101000
16		GAS/ELECTRIC		129.89			2430 49 430263	341	101000
17		GAS/ELECTRIC		1,177.80			2440 50 430263	341	101000
18		GAS/ELECTRIC		279.89			2470 72 430263	341	101000
19		GAS/ELECTRIC		304.12			2470 72 430263	533	101000
20		GAS/ELECTRIC		107.32			2480 47 430263	341	101000
21		GAS/ELECTRIC		84.39			2510 107 430220	341	101000
22		GAS/ELECTRIC		0.00			2510 107 430220	344	101000
23		GAS/ELECTRIC		0.00			2520 108 430220	341	101000
24		GAS/ELECTRIC		0.00			2520 108 430220	344	101000
25		GAS/ELECTRIC		4,287.34			5210 22 430530	341	101000
26		GAS/ELECTRIC		2,107.04			5210 22 430530	344	101000
27		GAS/ELECTRIC		43.32			5210 23 430550	341	101000
28		GAS/ELECTRIC		125.18			5210 23 430550	344	101000
29		GAS/ELECTRIC		43.32			5310 31 430630	341	101000
30		GAS/ELECTRIC		125.18			5310 31 430630	344	101000

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Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
31	GAS/ELECTRIC		1,375.47			5310 32 430690	341	101000
32	GAS/ELECTRIC		110.27			5310 32 430690	344	101000
33	GAS/ELECTRIC		11,347.56			5310 33 430640	341	101000
34	GAS/ELECTRIC		111.59		24323	5510 10 420730	341	101000
35	GAS/ELECTRIC		215.33		24323	5510 10 420730	344	101000
36	02/28/18 GAS/ELECTRIC		893.44		786	5610 87 430300	341	101000
37	02/28/18 GAS/ELECTRIC		1,074.72		786	5610 87 430300	344	101000
38	GAS/ELECTRIC		502.73			6040 910 430220	341	101000
39	GAS/ELECTRIC		721.80			6040 910 430220	344	101000
129807	79918S 4019 WEX Bank		16,548.37					
1	53014027 02/28/18 FUEL		586.78*		24000	1000 13 460433	231	101000
3	02/28/18 FUEL		7,409.33		24000	2510 107 430220	231	101000
4	02/28/18 FUEL		1,852.33		24000	2520 108 430220	231	101000
6	02/28/18 FUEL		140.81		24165	5210 22 430530	231	101000
7	02/28/18 FUEL		88.86		24165	5210 80 430540	231	101000
8	02/28/18 FUEL		92.88*		24165	5310 33 430640	231	101000
9	02/28/18 FUEL		134.66		24165	5310 32 430690	231	101000
10	02/28/18 FUEL		569.10		24320	1000 7 420460	231	101000
11	02/28/18 FUEL		880.63		23320	5510 10 420730	231	101000
12	02/28/18 FUEL		2,779.09		24278	1000 5 420140	231	101000
15	02/28/18 FUEL		404.89		24034	5210 23 430550	231	101000
16	02/28/18 FUEL		404.90		24034	5310 31 430630	231	101000
17	02/28/18 FUEL		1,204.11		781	5610 87 430300	231	101000
129808	79931S 378 BLACK MOUNTAIN SOFTWARE		100.00					
1	23149 02/27/18 MP50-CASS Certification		50.00*		23295	5210 25 430510	350	101000
2	23149 02/27/18		50.00*		23295	5310 29 430610	350	101000
129809	79932S 4076 EXPRESS LAUNDRY, LLC COMMERCIAL		132.50					
1	16763 02/13/18 CITY HALL: RUGS		42.50		24455	1000 8 411230	220	101000
2	16963 02/27/18		42.50		24455	1000 8 411230	220	101000
3	16901 02/28/18 SHOP: RUGS/MOPS		20.50		24455	6040 910 430220	220	101000
9	16756 02/28/18 PD: MATS		13.50		24282	1000 5 420140	360	101000
10	17003 02/27/18 PD: MATS		13.50		24294	1000 5 420140	360	101000
129810	79916S 394 BOSS INC		748.35					
1	18555-0 12/29/17 Finance ~		109.07*		23755	1000 3 410500	220	101000
2	18887-0 12/27/17		109.07*		23775	5210 25 430510	220	101000
3	189256-0 01/19/18		109.08*		23775	5310 29 430610	220	101000
4	189909-0 01/24/18 Deputy Prosecutor		83.63		18200	1000 4 411100	210	101000
5	189909-0 01/25/18		40.49		18200	1000 4 411100	220	101000
6	190739-0 01/29/18		85.00*		190739	1000 4 411100	350	101000
7	185208-0 12/26/17 Police ~ Supplies		133.60		23600	1000 5 420140	210	101000
8	191350-0 01/31/18		64.85*		24276	1000 5 420140	220	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
9	187455-0	01/09/18 Fire ~ Supplies	13.56		24310	1000 7 420460	210	101000
129811	79915S	373 MASTERCARD	17,598.37					
2	02/20/18	SUPPLIES	6.21*			1000 3 410500	220	101000
5	02/20/18		256.54			1000 5 420140	210	101000
6	02/20/18		1,125.18*			1000 5 420140	220	101000
7	02/20/18		223.85			1000 5 420140	230	101000
8	02/20/18		96.57			1000 5 420140	311	101000
10	02/20/18		141.16			1000 5 420160	210	101000
12	02/20/18		60.00			1000 5 420160	330	101000
13	02/20/18		29.86			1000 6 410300	214	101000
14	02/20/18		1,383.75			1000 7 420460	210	101000
15	02/20/18		194.95			1000 7 420460	220	101000
17	02/20/18		5.98			1000 7 420460	231	101000
19	02/20/18		63.02*			1000 7 420460	345	101000
20	02/20/18		62.86			1000 7 420460	364	101000
21	02/20/18		41.65			1000 7 420460	370	101000
22	02/20/18		75.50			1000 7 420460	382	101000
23	02/20/18		12.95			1000 7 420460	400	101000
25	02/20/18		139.00			1000 13 460433	214	101000
26	02/20/18		51.97			1000 13 460433	220	101000
28	02/20/18		285.63			1000 13 460433	230	101000
30	02/20/18		23.88*			1000 13 460433	231	101000
31	02/20/18		150.66*			1000 13 460434	363	101000
34	02/20/18		9.72			1000 36 411020	210	101000
35	02/20/18		106.53			1000 36 411020	360	101000
36	02/20/18		224.47			1000 201 431200	220	101000
37	02/20/18		6.59			1000 201 431200	311	101000
38	02/20/18		106.54			1000 201 431200	350	101000
39	02/20/18		105.81			2220 16 460100	320	101000
40	02/20/18		577.41			2220 16 460100	382	101000
41	02/20/18		9.72			2394 18 420531	210	101000
42	02/20/18		49.00			2394 18 420531	311	101000
43	02/20/18		65.00			2394 18 420531	380	101000
44	02/20/18		19.88*			2510 107 430220	210	101000
47	02/20/18		31.98			2510 107 430220	230	101000
50	02/20/18		1,308.54			2510 107 430220	363	101000
51	02/20/18		144.20			2510 107 430220	380	101000
52	02/20/18		4.97			2520 108 430220	210	101000
55	02/20/18		8.00			2520 108 430220	230	101000
57	02/20/18		327.12			2520 108 430220	363	101000
58	02/20/18		36.05			2520 108 430220	380	101000
61	02/20/18		100.00			2985 15 450330	345	101004
62	02/20/18		9.79			2985 15 450340	311	101000
63	02/20/18		41.42			2985 15 450351	220	101008

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
64	02/20/18		133.41			5210 22 430530	220	101000
65	02/20/18		794.65			5210 22 430530	230	101000
66	02/20/18		3.19			5210 22 430530	241	101000
68	02/20/18		108.01			5210 23 430550	214	101000
69	02/20/18		26.68			5210 23 430550	220	101000
70	02/20/18		19.99			5210 23 430550	222	101000
71	02/20/18		83.17			5210 23 430550	230	101000
72	02/20/18		174.36			5210 23 430550	235	102270
73	02/20/18		106.54			5210 23 430550	350	101000
74	02/20/18		447.27			5210 23 430550	363	101000
75	02/20/18		180.25*			5210 23 430550	380	101000
76	02/20/18		0.00*			5210 25 430510	220	101000
77	02/20/18		0.00			5210 25 430510	370	101000
78	02/20/18		0.00*			5210 80 430540	210	101000
79	02/20/18		133.40			5210 80 430540	220	101000
80	02/20/18		669.18			5210 80 430540	222	101000
81	02/20/18		814.64			5210 80 430540	230	101000
82	02/20/18		3.19			5210 80 430540	241	101000
83	02/20/18		385.00			5210 80 430540	352	101000
84	02/20/18		6.21*			5310 29 430610	220	101000
85	02/20/18		0.00			5310 29 430610	370	101000
86	02/20/18		0.00*			5310 31 430630	210	101000
87	02/20/18		120.94			5310 31 430630	214	101000
88	02/20/18		20.47			5310 31 430630	220	101000
89	02/20/18		16.00			5310 31 430630	222	101000
90	02/20/18		83.17*			5310 31 430630	230	101000
91	02/20/18		106.54			5310 31 430630	350	101000
92	02/20/18		0.00			5310 31 430630	360	101000
93	02/20/18		447.27			5310 31 430630	363	101000
94	02/20/18		180.25			5310 31 430630	380	101000
95	02/20/18		27.50			5310 32 430690	220	101000
96	02/20/18		46.17			5310 32 430690	230	101000
97	02/20/18		0.00			5310 32 430690	370	101000
98	02/20/18		361.21			5310 33 430640	220	101000
99	02/20/18		1,196.17			5310 33 430640	222	101000
100	02/20/18		51.13			5310 33 430640	230	101000
101	02/20/18		24.11			5310 33 430640	311	101000
102	02/20/18		777.00			5310 33 430640	352	101000
103	02/20/18		13.98			5510 10 420730	210	101000
104	02/20/18		15.00			5510 10 420730	214	101000
105	02/20/18		9.73			5510 10 420730	220	101000
106	02/20/18		263.12			5510 10 420730	222	101000
107	02/20/18		15.66			5510 10 420730	231	101000
108	02/20/18		24.52			5510 10 420730	345	101000
110	02/20/18		47.01			5510 10 420730	370	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
111	02/20/18			779.99			5510 10 420730	380	101000
112	02/20/18			5.04			5510 10 420730	400	101000
113	02/20/18			13.21			5610 87 430300	220	101000
114	02/20/18			206.63			5610 87 430300	230	101000
116	02/20/18			303.85			5610 87 430300	345	101000
117	02/20/18			212.10*			5610 87 430300	363	101000
118	02/20/18			402.98			6040 910 430220	214	101000
119	02/20/18			14.57*			6040 910 430220	230	101000
129812	79914S	498 CENTURY LINK		1,965.87					
1	CL1212018	01/21/18 Dispatch ~ January 911		1,965.87*		23396	2850 105 420140	345	101000
129813	79933S	4046 BILL RONNING		60.50					
1	1673142924	02/16/18 Feb Cell Phone		48.40		24460	2510 107 430220	345	101000
2	1673142924	02/16/18		12.10		24460	2520 108 430220	345	101000
129814	79919S	523 CITY SERVICE, INC.		2,088.64					
2	W069128	02/02/18 Truck Payment Principle		2,079.97		782	5610 87 490500	650	101000
3	W069128	02/02/18 Truck Payment Interest		8.67		782	5610 87 490500	651	101000
129815	-99973C	4010 FELT, MARTIN, FRAZIER & WELDON,		379.75					
1	00026	01/19/18 General & Grievance		306.25		23294	1000 3 411101	350	101000
2	0037	01/31/18 CCWSD		73.50*		23294	1000 4 411100	350	101000
129817	79934S	1535 LUCAS & TONN PC		100.00					
1	LTPC022617	02/26/18 Westlaw ~ Professional Ser		100.00*			1000 4 411100	350	101000
129818	79935S	316 DATA IMAGING SYSTEMS, INC		1,587.99					
1	32983	02/28/18 Managed Services		306.74*			1000 3 410500	360	101000
2	32983	02/28/18 Managed Services		160.30*			2394 18 420531	360	101000
3	32983	02/28/18 Managed Services		143.97			5210 25 430510	360	101000
4	32983	02/28/18 Managed Services		143.97			5310 29 430610	360	101000
5	32983	02/28/18 Managed Services		76.68			1000 1 410200	360	101000
6	32983	02/28/18 Managed Services		76.68			1000 36 411020	360	101000
7	32983	02/28/18 Managed Services		151.83*			5210 23 430550	360	101000
8	32983	02/28/18 Managed Services		151.83			5310 31 430630	360	101000
9	32983	02/28/18 Managed Services		108.89			2510 107 430220	360	101000
10	32983	02/28/18 Managed Services		58.28			2520 108 430220	360	101000
11	32983	02/28/18 Managed Services		77.83			1000 9 410540	360	101000
13	32915	02/08/18 Planning ~ Computer Equip		130.99		22293	1000 36 411020	214	101000

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129819	79917S	2830	STAR PRINTING & SUPPLY	1,120.13					
1	259790	01/25/18	RSVP ~	65.15		23727	2985 15 450330	220	101004
2	259570	01/31/18	City Court ~ Supplies	705.77		23912	1000 6 410300	533	101000
3	260298	01/25/18	Library ~ Printing Contract	41.79		24668	2220 16 460100	210	101000
4	260089	01/20/18	Ambulance Paper & Contract	68.19		23417	5510 10 420730	210	101000
5	260089	01/20/18	FD ~ Paper & Contrat	26.53		23417	1000 7 420460	210	101000
6	260087	01/20/18	Jeff's Office Copier & Paper	60.20*		24401	1000 4 411100	214	101000
8	260071	01/19/18	Finance ~ Supplies	50.83		23777	1000 3 410500	210	101000
9	260071	01/19/18		50.83		23777	5210 25 430510	210	101000
10	260071	01/19/18		50.84		23777	5310 29 430610	210	101000
129820	79936S	2914	TOURISM BUSINESS IMPROVEMENT	9,062.00					
1	TBID201802	02/28/18	TBID ~ Monthly M.C. Hotel	2,252.00			7370 212500		101000
2	TBID201802	02/28/18	TBID ~ Comfort Inn	2,432.00			7370 212500		101000
3	TBID201802	02/28/18	TBID ~ Town Pump	3,931.00			7370 212500		101000
4	TBID201802	02/28/18	TBID ~ Econo Lodge	447.00			7370 212500		101000
129821	79937S	3292	MONTANA AIR CARTAGE	474.88					
1	632979	01/03/18	Lab Testing	42.24		24162	5210 80 430540	352	101000
2	675392	01/16/18		42.24		24162	5210 80 430540	352	101000
3	632076	01/30/18		42.24		24162	5210 80 430540	352	101000
4	502634	02/01/18	Freight for Cutting Edges	143.36		24463	2510 107 430220	363	101000
5	502634	02/01/18		35.84		24463	2520 108 430220	363	101000
6	676006	02/06/18	Lab Testing	168.96		24167	5210 80 430540	352	101000
129823	79939S	4062	SCL HEALTH ~ Supplies	0.00					
1	IN 5077	01/31/18	Ambulance ~ Supplies	262.79		24321	5510 10 420730	222	101000
9900	79679	10/01/17	Ambulance Supplies - Double Pa	-262.79			5510 10 420730	222	101000
CI	15								
129825	79940S	999999	LEWIS & CLARK SHERIFF'S	375.00					
1	100	02/15/18	FTO Officers Class	375.00		24286	1000 5 420140	380	101000
129826	79941S	872	EASTERN MONTANA IND	325.00					
1	470667	01/31/18	Library ~ Cleaning Contract	325.00		24671	2220 16 460100	360	101000
129827	79942S	2560	REGAN PLUMBING & HEATING	119.12					
1	218-54093	02/12/18	Library ~ Plumbing in Bathr	119.12		24670	2220 16 460100	360	101000

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129828	79943S	1969 MONTANA LEGISLATIVE COUNCIL		350.00					
1	3103	02/12/18 City Coutr ~ MCA Books 2018		350.00		23913	1000 6 410300	382	101000
129829	79944S	1330 SCL Health - Sisters of Charity		483.40					
1	500214575	01/01/18 Police ~ DUI Blood Draw MK		241.70*		24285	1000 5 420140	220	101000
2	500214575	01/01/18 Police ~ DUI Blood Draw KO		241.70*		24285	1000 5 420140	220	101000
129830	79945S	2151 System Technology Consultants		157.50					
1	29613	02/13/18 PD ~ Trouble shoot drives		105.00		24289	1000 5 420140	350	101000
2	29750	02/27/18 PD ~ Trouble shoot logins		52.50		24291	1000 5 420140	350	101000
129831	79921S	572 VERIZON WIRELESS		263.76					
1	9801207739	02/07/18 DP ~ ICAC Cell Phone		263.76*		24288	1000 5 420140	220	101000
129832	79946S	1649 MCC CENTRA ATHLETIC CENTER		1,000.00					
1	01012018	01/17/18 Annual Membership 2018 Fees		250.00		24281	1000 5 420140	334	101000
2	01012018	01/01/18 Bontrager, Columbik, Bott		250.00		24281	1000 5 420140	334	101000
3	01012018	01/01/18 Merical, Connelly, Baker		250.00		24281	1000 5 420140	334	101000
4	01012018	01/01/18 Sloan, Prell, Sheets, Manshei		250.00		24281	1000 5 420140	334	101000
129833	79947S	1859 MLEA		1,500.00					
1	11184	02/07/18 Police ~ Officer Sheets		1,500.00		24283	1000 5 420140	380	101000
129834	79948S	3229 ROLLING RUBBER / POINT S		2,161.90					
1	1024993	02/07/18 Police ~ Tires for Crown Vic		615.76		24280	1000 5 420140	230	101000
2	1025271	02/22/18 FD ~ Tires Engine 8		1,546.14		24326	1000 7 420460	364	101000
129835	79949S	1780 MILES CITY MOTOR SUPPLY		679.04					
1	667861	01/19/18 Airport ~ Part and Supplies		656.31*		785	5610 87 430300	363	101000
2	669411	01/30/18 Airport ~ Parts		22.73		785	5610 87 430300	230	101000
129836	79950S	2305 NOTBOHM MOTORS		172.03					
1	67726	02/08/18 Fire Dept. ~4x4 Truck Repairs		172.03		24325	1000 7 420460	364	101000
129837	79951S	1407 KDRMAS LEE & JACKSON INC		13,141.35					
1	10095682	01/23/18 Flood ~ Interior Drainage		1,101.89		22978	1000 201 431200	350	101000
2	10095683	01/23/18 Flood ~ Program Management		4,917.00		22978	1000 201 431200	350	101000
3	10095684	01/23/18 Flood ~ Government Relations		247.97		22978	1000 201 431200	350	101000
4	10096022	01/30/18 Dispatch ~ GIS Data Manageme		844.18*		23399	2850 105 420140	350	101000
5	10096563	02/09/18 Flood Interior Drainage		1,919.12		22980	1000 201 431200	350	101000
6	10096565	02/09/18 Flood Government Relations		1,488.00		22980	1000 201 431200	350	101000
7	10096598	02/09/18 Flood Program Management		2,623.19		22980	1000 201 431200	350	101000

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129838	79952S	2847 STEADMANS ACE HARDWARE	57.50					
1	D71158	01/30/18 Airport ~ Starting Fluid & Sup	9.56		783	5610 87 430300	230	101000
2	303825	02/03/18 FD ~ Ice Melt	47.94		24328	1000 7 420460	220	101000
129839	79953S	4021 LUCI'S OFFICE, INC	974.87					
1	LH012018	01/31/18 Website Renewal	974.87		23731	2985 15 450330	220	101004
129840	79954S	460 CARLSONS MACHINE & REBUILD INC	591.00					
1	40790	02/21/18 Airport ~ Rebuild Shaft & Bear	591.00*		787	5610 87 430300	363	101000
129841	79924S	2831 MILES CITY STAR PUBLISHING	566.39					
4	195835	01/26/18 Ambulance Bid	99.00		24322	5510 10 420730	320	101000
8	195282	01/12/18 Finance ~ Ordinance 1318	132.00*		23778	1000 3 410500	220	101000
9	195834	01/19/18 Ordinance 1320	132.00*		23778	5210 25 430510	220	101000
10	195833	01/19/18 Ordinance 1319	132.00*		23778	5310 29 430610	220	101000
11	195503	01/19/18 Board of Appeals Vacancy	71.39			2394 18 420531	320	101000
129842	79955S	1737 MC AREA SOLID WASTE DISTRICT	22.00					
1	41937	01/02/18 Animal Control ~ Disposal	22.00		24284	1000 21 440600	220	101000
129843	79956S	268 MILES CITY SANITATION INC.	60.00					
1	82122016	02/01/18 Airport ~ 2 Garbage Bins	60.00		784	5610 87 430300	220	101000
129844	79957S	313 FASTENAL	28.74					
1	MTMIE65265	02/22/18 Airport ~ Hardware & Suppl	23.41		788	5610 87 430300	230	101000
2	MTMIE65336	02/27/18	5.33		793	5610 87 430300	230	101000
129846	79925S	2153 JOHN MUGGLI CONTRACTING LLC	34,595.00					
1	162128	02/19/18 Contracted Snow Removal	27,209.00		24452	2510 107 430233	350	101000
2	162128	02/19/18 Labor Snow Removal	6,802.25		24452	2520 108 430233	350	101000
3	162131	02/19/18 Had to find Broken Water Main	583.75		24036	5210 23 430550	220	101000
129847	79958S	2865 DEPT OF ENVIRONMENTAL QUALITY	562.50					
	REQ #MTG770006	WPB No-280496						
1	5L1800688	02/28/18 Outfall Permit Oasis	562.50		24461	1000 14 460445	540	101000
129848	79926S	999999 SAMANTHA MALENOVSKY	376.53					
1	ATR0226201	02/26/18 Fllod Travel Request AMFM	376.53		22979	1000 201 431200	370	101000

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129849	79959S	288 MILES CITY AREA CHAMBER OF		64.09					
1	7123506	02/21/18 RSVP - Bulk Mailing		64.09		23733	2985 15 450330	311	101004
129850	79922S	2450 POSTMASTER (UTILITIES)		1,080.10					
1	USPS022018	02/27/18 Water/Sewer Postage		540.05			5210 25 430510	311	101000
2	USPS022018	02/27/18		540.05			5310 29 430610	311	101000
129851	79960S	999999 MICHAEL OR JODI MULLIKIN		97.11					
1	70344	02/28/18 Water/ Sewer Refund		97.11			5210 214010		101000
129852	79961S	999999 KYLE & TANESHA JACOBS		84.37					
1	70345	02/28/18 Water/ Sewer Refund		84.37			5210 214010		101000
129853	79962S	999999 GERALD SCHROEBER		100.87					
1	70346	02/28/18 Water/ Sewer Refund		100.87			5210 214010		101000
129854	79963S	999999 TIMBER ALDERMAN		87.90					
1	70347	02/28/18 Water/ Sewer Refund		87.90			5210 214010		101000
129855	79964S	999999 ASHTON OR KURTUS COOL		100.45					
1	70348	02/28/18 Water/ Sewer Refund		100.45			5210 214010		101000
129856	79965S	999999 COURTNEY TENNANT		100.87					
1	70349	02/28/18 Water/ Sewer Refund		100.87			5210 214010		101000
129857	79966S	999999 ALEX WEEKS		1.48					
1	70350	02/28/18 Water/ Sewer Refund		1.48			5210 214010		101000
129858	79967S	999999 LEWIS OR YVONNE MOGLE		150.00					
1	70351	02/28/18 Water/ Sewer Refund		150.00			5210 214010		101000
129859	79968S	999999 PROCESS WATER TECHNOLOGIES		186,600.00					
1	1579	02/09/18 WWTP ~ Payment #3		186,600.00		24035	5310 33 430640	940	102279
129860	79969S	2910 TONGUE RIVER ELECTRIC		451.85					
1	TREC22318	02/26/18 Southgate Lighting		401.84			2450 51 430263	341	101000
2	DTREC22318	02/26/18 Microwave Light Tower		50.01			2850 105 420140	341	101000
129861	79970S	700 CUSTER COUNTY WATER & SEWER		14,023.36					
1	CCWSD0218	02/28/18 W/S Collection for February		14,023.36			7980 211020		101000

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129862	79971S	4161	Desert Mountain Corporation	5,166.90					
1	17-58215	02/27/18	Ice Slicer	4,133.52*		24458	2510 107 430220	220	101000
2	17-58215	02/27/18		1,033.38*		24458	2520 108 430220	220	101000
129863	79972S	763	DIAMOND J CONSTRUCTION	1,021.50					
1	1803	02/28/18	Contracted Snow Removal	817.20		24457	2510 107 430233	350	101000
2	1803	02/28/18		204.30		24457	2520 108 430233	350	101000
129864	79973S	1286	DENNIS HIRSCH	1,718.44					
1	DHC022818	02/28/18	Feb ~ Building Permits	1,718.44		24456	2394 18 420531	350	101000
129865	79974S	999999	A.M.T.O.P.P.	115.00					
1	325	02/14/18	2018 Annual Membership	115.00		24454	1000 13 460433	334	101000
129866	79975S	721	DALES CLEANING SERVICE	600.00					
1	DCS0218	02/26/18	February ~ Cleaning City Hall	600.00		24453	1000 8 411230	360	101000
129867	79976S	4108	Mid America Research Chemical	643.40					
1	0629057-IN	02/16/18	Release Agent ~ Dump Truck	514.72		24451	2510 107 430220	363	101000
2	0629057-IN	02/16/18		128.68		24451	2520 108 430220	363	101000
129868	79977S	999999	TYLER BROCKWAY	85.77					
1	TEV0218	02/28/18	Meals ~ Rural Water Conferenc	63.00		24037	5210 23 430550	370	101000
2	111721	02/28/18	Expences ~ Reimbursement	22.77		24037	5210 23 430550	220	101000
129869	79978S	2831	MILES CITY STAR PUBLISHING	159.60					
1	Carrier110	03/05/18	City Hall - Annual Subscri	53.20		23296	1000 3 410500	330	101000
2	Carrier110	03/05/18		53.20		23296	5210 25 430510	330	101000
3	Carrier110	03/05/18		53.20		23296	5310 29 430610	330	101000
129870	79979S	4022	MARILYNN FORMAN	350.00					
1	MF022018	02/28/18	PD - February Cleaning	350.00		24293	1000 5 420140	350	101000
129871	79980S	999999	TONY SHIPP	63.00					
1	TEV0218	02/28/18	Meals ~ Rural Water Conferenc	63.00		24039	5310 33 430640	370	101000
129878	79981S	4045	LAND SOLUTIONS, INC.	1,410.00					
1	03042018	03/04/18	Planning/Zoning ~ Consultati	1,410.00		22294	1000 36 411020	350	101000

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129880		79982S 999999 BETTY VAIL	1,500.98					
1	5192	02/28/18 RSVP ~ NSCA Board Meeting DC	751.28		23734	2985 15 450340	370	101000
2	TEV022018	02/25/18 RSVP ~ Travel Expences	700.00*		23734	2985 15 450330	370	101004
3	TEV2232018	02/23/28 RSVP~ Forsyth Travel	49.70		23732	2985 15 450340	370	101000
129881		79983S 1721 MID RIVERS TELEPHONE CORP	3,153.70					
1	03/30/18	TELEPHONE/INTERNET/CABLE/Judge	115.30		23914	1000 6 410300	345	101000
2	03/30/18	TELEPHONE/INTERNET/CABLE/Judge	54.40		23914	1000 6 410300	347	101000
3	03/30/18	TELEPHONE/INTERNET/CABLE/Libry	57.16		24673	2220 16 460100	345	101000
4	03/30/18	TELEPHONE/INTERNET/CABLE/Libry	169.85		24673	2220 16 460100	347	101000
6	03/30/18	TELEPHONE/INTERNET/CABLE/ 911	381.65*		24102	2850 105 420140	345	101000
8	03/30/18	TELEPHONE/INTERNET/CABLE/child	20.35*		24290	1000 5 420140	220	101000
9	03/30/18	TELEPHONE/INTERNET/CABLE/rsvp	116.98*		23735	2985 15 450340	345	101004
10	03/30/18	TELEPHONE/INTERNET/CABLE/Airprt	55.39		795	5610 87 430300	345	101000
11	03/30/18	TELEPHONE/INTERNET/CABLE/Airprt	72.95		795	5610 87 430300	319	101000
12	03/30/18	TELEPHONE/INTERNET/CABLE/Airprt	6.20		795	5610 87 430300	347	101000
14	03/30/18	TELEPHONE/INTERNET/CABLE/mayor	34.18			1000 1 410200	345	101000
15	03/30/18	TELEPHONE/INTERNET/CABLE/fin	53.87			1000 3 410500	345	101000
16	03/30/18	TELEPHONE/INTERNET/CABLE/fin	19.50			1000 3 410500	347	101000
17	03/30/18	TELEPHONE/INTERNET/CABLE/atny	8.31			1000 4 411100	345	101000
18	03/30/18	TELEPHONE/INTERNET/CABLE/pd	236.84			1000 5 420140	345	101000
19	03/30/18	TELEPHONE/INTERNET/CABLE/pd	65.66			1000 5 420140	347	101000
20	03/30/18	TELEPHONE/INTERNET/CABLE/disp	314.57			1000 5 420160	345	101000
21	03/30/18	TELEPHONE/INTERNET/CABLE/fire	165.35*			1000 7 420460	345	101000
22	03/30/18	TELEPHONE/INTERNET/CABLE/fire	135.67			1000 7 420460	347	101000
23	03/30/18	TELEPHONE/INTERNET/CABLE/tres	8.05			1000 9 410540	345	101000
24	03/30/18	TELEPHONE/INTERNET/CABLE/park	44.13			1000 13 460433	345	101000
25	03/30/18	TELEPHONE/INTERNET/CABLE/park	37.60			1000 13 460433	347	101000
26	03/30/18	TELEPHONE/INTERNET/CABLE/ACtr	40.03			1000 21 440600	345	101000
27	03/30/18	TELEPHONE/INTERNET/CABLE/plng	80.90			1000 36 411020	345	101000
28	03/30/18	TELEPHONE/INTERNET/CABLE/bldg	26.36			2394 18 420531	345	101000
29	03/30/18	TELEPHONE/INTERNET/CABLE/md204	70.81			2510 107 430220	345	101000
30	03/30/18	TELEPHONE/INTERNET/CABLE/md205	36.13			2520 108 430220	345	101000
31	03/30/18	TELEPHONE/INTERNET/CABLE/wplnt	79.58			5210 22 430530	345	101000
32	03/30/18	TELEPHONE/INTERNET/CABLE/wplnt	80.25			5210 22 430530	347	101000
33	03/30/18	TELEPHONE/INTERNET/CABLE/wtlns	40.22			5210 23 430550	345	101000
34	03/30/18	TELEPHONE/INTERNET/CABLE/wtlns	11.41			5210 23 430550	347	101000
35	03/30/18	TELEPHONE/INTERNET/CABLE/wtadm	50.47			5210 25 430510	345	101000
36	03/30/18	TELEPHONE/INTERNET/CABLE/wtadm	16.39			5210 25 430510	347	101000
37	03/30/18	TELEPHONE/INTERNET/CABLE/wwadm	50.45			5310 29 430610	345	101000
38	03/30/18	TELEPHONE/INTERNET/CABLE/wwadm	19.51			5310 29 430610	347	101000
39	03/30/18	TELEPHONE/INTERNET/CABLE/swlns	40.24			5310 31 430630	345	101000
40	03/30/18	TELEPHONE/INTERNET/CABLE/swlns	11.40			5310 31 430630	347	101000
41	03/30/18	TELEPHONE/INTERNET/CABLE/wwpln	38.32			5310 33 430640	345	101000

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42	03/30/18	TELEPHONE/INTERNET/CABLE/wwpln		45.60			5310 33 430640	347	101000
43	03/30/18	TELEPHONE/INTERNET/CABLE/amb		112.76			5510 10 420730	345	101000
44	03/30/18	TELEPHONE/INTERNET/CABLE/amb		28.24			5510 10 420730	347	101000
45	03/30/18	TELEPHONE/INTERNET/CABLE/shop		41.39*			6040 910 430220	345	101000
46	03/30/18	TELEPHONE/INTERNET/CABLE/shop		59.28			6040 910 430220	347	101000
129884	79984S	2865 DEPT OF ENVIRONMENTAL QUALITY		3,000.00					
1	5L1801420	02/28/18 Outfall Charge Permit		3,000.00		24040	5310 33 430640	220	101000
129886	79985S	1120 GLADER ELECTRIC CO		128.28					
1	84035	02/27/18 Bridge Light		43.28		24459	2440 50 430263	230	101000
2	84035	02/27/18 Labor		85.00*		24459	2440 50 430263	360	101000
129887	79986S	870 EAST MAIN ANIMAL CLINIC		170.65					
1	EMAC032018	03/01/18 Animal Control ~ February		170.65*		24295	1000 21 440600	350	101000
129888	79987S	660 CUSTER COUNTY CLERK & RECORDER		7,555.32					
1	001	10/27/17 TIFD Software		7,555.32*		23297	1000 3 410500	360	101000
129889	79988S	999999 TOM SPEELMON		63.00					
1	TEV0218	02/28/18 Meals ~ Rural Water Conferenc		63.00		24044	5310 33 430640	370	101000
129891	79927S	1010 STOCKMAN BANK		100.00					
1	Bank NSF	02/14/18 NSF ~ E. Wolfblack 34-04020		50.00			5210 25 430510	810	101000
2	Bank NSF	02/14/18		50.00			5310 29 430610	810	101000
129893	79989S	999999 WATER SCIENCE TECHNOLOGIES, LLC		479.00					
1	39161	01/31/18 K-505 Citric Acid		479.00		24170	5310 33 430640	230	101000
129894	79990S	523 CITY SERVICE, INC.		23,918.41					
1	027654	02/26/18 Airport ~ 9500 Jet Fuel AV Jet		23,918.41*		792	5610 87 430300	237	101000
129895	79991S	999999 WINTER EQUIPMENT COMPANY		1,620.69					
1	IV36579	02/26/18 Carbid Insert Blade 3/4"X4'		1,620.69*		791	5610 87 430300	363	101000
129897	79992S	4096 FIRE SUPPRESSION SYSTEMS		255.00					
1	84531	12/01/17 Annual Service and Inspection		255.00		24675	2220 16 460100	360	101000
129900	79993S	790 DPC INDUSTRIES		1,642.20					
1	DE72000011	01/31/18 Demurrage		50.00		24169	5210 80 430540	222	101000
2	DE72000011	01/31/18		50.00		24169	5310 33 430640	222	101000
3	727000021-	02/06/18 2000# Chlorine		1,542.20		24169	5210 80 430540	222	101000

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129901	79994S	4056 MOVIE LICENSING USA		1,744.00					
1	2465411	02/01/18 Annual Movie License Fee		1,744.00		24676	2880 41 460100	350	101030
129903	-99972C	501 CHEM SEARCH		134.10					
1	3020806	02/08/18 X-Ice 80# bag		67.05		24168	5210 22 430530	220	101000
2	3020806	02/08/18		67.05		24168	5210 80 430540	220	101000
129905	79995S	572 VERIZON WIRELESS		175.39					
1	9802386634	01/26/18 FD ~ Cell Phone		126.28*		24331	1000 7 420460	345	101000
2	9802386634	01/26/18		49.11		24331	5510 10 420730	345	101000
# of Claims				82	Total:	436,970.19			
Total Electronic Claims				18,827.32	Total Non-Electronic Claims	418142.87			