



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*June 12, 2018
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES
 - A. Regular City Council Meeting 5/22/2018
 - B. Finance Committee Meeting 5/17/2018
 - C. Public Safety Committee Meeting 5/30/2018
2. SCHEDULE MEETINGS
3. REQUEST OF CITIZENS & PUBLIC COMMENT
4. APPOINTMENTS
5. PROCLAMATIONS
6. STAFF REPORTS
7. CITY COUNCIL COMMENTS
8. MAYOR COMMENTS
9. COMMITTEE RECOMMENDATIONS
10. BID OPENINGS
11. BID AWARDS
12. PUBLIC HEARINGS
 - A. **RESOLUTION NO. 4161- 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 Fund # 4000-101000**
13. UNFINISHED BUSINESS
 - A. **RESOLUTION NO. 4161- (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 Fund # 4000-101000**
 - B. **Update on Burlington Northern Santa Fe Depot**
14. NEW BUSINESS
 - A. **RESOLUTION NO. 4160- (First Reading) A Resolution Approving the Work Plan and Budget For Fiscal Year 2018-2019 for Business Improvement District No. 101, to Include an Increase in Bed Tax From \$1 to \$2, and providing for Hearing Thereon**

- B. **RESOLUTION NO. 4164- A Resolution Approving an Engagement Letter With Jackson Murdo & Grant, P.C. For Certain Legal Services Related to the Custer County Miles City Flood Protection Project**
- C. **ORDINANCE NO. 1326- *(First Reading)* An Ordinance Granting a Cable Television Franchise to Cable & Communications Corporation, and Providing an Effective Date Thereof**
- D. **APPROVAL OF MAY CLAIMS**

15. ADJOURNMENT

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

Minutes

REGULAR COUNCIL MEETING May 22, 2018
6:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, May 22, 2018, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Council President Susanne Galbraith called the meeting to order. Council Members present were Susanne Galbraith, Brant Kassner, Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Jeff Erlenbusch and Kathy Wilcox. Mayor Hollowell was excused.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Animal Control Officer Mark Winkley, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

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

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 5/8/2018

****** *Councilperson Uden moved to approve the minutes of the Regular Council Meeting of May 8, 2018, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 8-0.*

Finance Committee Minutes: 5/3/2018

****** *Councilperson Wilcox moved to approve the minutes of the Finance Committee Meeting of May 3, 2018 and seconded by Councilperson Huber. The motion **passed** by unanimous consent, 8-0.*

Human Resource Committee Minutes: 5/3/2018

****** *Councilperson Erlenbusch moved to approve the minutes of the Human Resource Committee Meeting of May 3, 2018, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 8-0.*

Public Service Committee Minutes: 5/3/2018

- ** *Councilperson Erlenbusch moved to approve the minutes of the Public Service Committee Meeting of May 3, 2018, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 8-0.*

SCHEDULE MEETINGS

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

- Human Resource: Thursday, June 7th @ 5:15 p.m.
- Finance: Thursday, June 7th @ 6:00 p.m.

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Director Gray- Announced that the Frog Pool will open this Saturday May 26th, hours are 10am to 8pm. The Oasis will open June 4th, hours are 1pm to 7pm.

Clerk Pearce- Reminded the Public Safety Committee that a meeting will need to be scheduled in June to discuss Fireworks.

CITY COUNCIL COMMENTS

Dwayne Andrews:

- Explained that he had been approached by a citizen asking about building a fire/police department complex. He was embarrassed to tell the citizen that he did not know anything about it. Asked that in the future an e-mail is sent out to Council informing them of all situations.
- Asked Director Gray if anything is going forward with Stanley Field. Director Gray said that they have asked for the water to be hooked up to water grass that was planted.
- O'Reilly Auto Parts store on Haynes needs to be cleaned up. There is cheatgrass about three feet high. There is a public nuisance ordinance that should be followed.
- Talked to a few citizens that have businesses adjacent to their homes. They have not applied for a home occupancy license because they would be charged for commercial license. Asked if Council could do anything to change that.
- Had several citizens that complimented the City for the clean up after the Bucking Horse Sale.

John Uden: Thanked citizens for cleaning up their yards, but more needs attended to. He thought O'Reilly's was covered under a covenant.

Brant Kassner: Still a lot of boats, campers and trailers sitting on the streets. Felt it was a simple law to abide by and asked what the City is doing on the issue. Officer Winkley said he has 4-5 open cases on public nuisance. He keeps a spreadsheet as to what and when they are tagged. Sometimes after he tags the vehicle the owner will move it for a couple of days and park it back where it was in the beginning.

Rick Huber:

- Sees orange stickers all over the City, knows that Officer Winkley is doing his job.
- Asked what is happening with the public service building and if the City could afford the match that is being proposed by CDBG.
- EBA has money available which could possibly be used for the west end water extension. There would be a fifty percent match from the City
- City looked nice for the Bucking Horse Sale
- Asked if a public service announcement could be put in the paper and on the radio to advise citizens that lawn clippings are not suppose to be swept on the streets or left on curbs.

Ken Gardner: Has driven the streets with Officer Winkley and felt he documented his work very well.

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS- Bid for Wibaux Fountain

** After a brief discussion, Councilperson Wilcox moved to approve the Fountain bid received, there was no second. The motion **failed**

PUBLIC HEARINGS

A. RESOLUTION NO. 4153- A Resolution Establishing Revised Rates for Labor & Equipment

Council President Galbraith called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

B. ORDINANCE NO. 1325- An Ordinance Revising Section 17-114 of the City Code of the City of Miles City, Montana, Requiring Liability Insurance in Specified Amounts Prior to Issuance of a Park Use Permit

Council President Galbraith called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

UNFINISHED BUSINESS

A. RESOLUTION NO. 4153- (Second Reading) A Resolution Establishing Revised Rates for Labor & Equipment

****** *Councilperson Huber moved to approve the Resolution, read by title only and seconded by Councilperson Wilcox. On roll call vote, the motion **passed** by unanimous consent, 8-0. Resolution No.4153 passed.*

B. ORDINANCE NO. 1325- (Second Reading) An Ordinance Revising Section 17-114 of the City Code of the City of Miles City, Montana, Requiring Liability Insurance in Specified Amounts Prior to Issuance of a Park Use Permit

****** *Councilperson Uden moved to approve the Resolution, read by title only and seconded by Councilperson Gardner. On roll call vote, the motion **passed** by unanimous consent, 8-0. Ordinance No. 1325 passed.*

C. Update on Burlington Northern Santa Fe Depot
No information was available for this meeting

NEW BUSINESS

A. Approval on Flood Plain Administrator Raise of \$2.00/hr

****** *Councilperson Uden moved to approve the Flood Plain Administrator raise of \$2.00 per hour based on recommendations from the Public Service Director and seconded by Councilperson Erlenbusch.*

Councilperson Wilcox explained that Human Resource Committee looked at the request after Director Gray recommended the increase. They looked at the

current wage and compared it to the wage survey that the City completed earlier this year for labor negotiations. Because the position was not explicitly defined in the wage survey, the Committee looked for comparable levels of work and what the wage survey indicated would be an appropriate wage for the level of responsibility, years of service, education and authority of its job responsibility. The Finance Committee also agreed that the wage increase would be appropriate.

Councilperson Galbraith felt the decision was made out of merit, and that would not be right or appropriate.

Director Gray explained that union and non-union request for increases are different. Union increases need to be approved by City and their unions. Non-union employees increase request needs to be approved by their Director, Mayor, Human Resource and Finance Committee. As the Director of that position, he recommended a raise. Councilperson Galbraith explained that there was only so much money in General Fund. Director Gray explained that the position is paid out of several funds and the other funds has the money to cover the increase.

Councilperson Huber asked if the position is going to have less responsibility because the title on the spreadsheet states Flood Plain Administrator. Director Gray explained that the Flood Plain Administrator is taking on more responsibility that was already included in the job position. Councilperson Huber wondered why the position wasn't looked at the time of the survey. Councilperson Wilcox said the City completed the new survey with the information available and the City is using it for wage negotiations. The survey showed a \$2 to \$3 increase was appropriate.

Councilperson Andrews liked the idea for an even handed perspective and fairness. Hoped that whatever the survey showed for all non-union positions the City could find a way to afford following the survey because it is objective and a sense of fairness. He added that the City should look at all the increases at the same time.

Councilperson Wilcox added that it enables the City to retain good qualified staff.

Councilperson Gardner said that from what Director Gray said he believed the increase should not be on merit.

Director Gray said to an extent because there was no other flood plain administrator in Class 2 Cities to compare to.

Councilperson Galbraith said that she understood that increases are not based on merit, because everybody is expected to do their job, so it should be based on their responsibility.

Administrator Malenovsky said she followed the policy that was put in place and if anyone else is seeking an increase, then they should submit a request.

Councilperson Erlenbusch explained that Administrator Malenovsky requested an increase last year and the Council wanted to wait until the survey was completed, so it had something to compare to. The survey has been completed and felt it was time for the increase.

Director Gray asked what the definition of merit is because he felt that employees' increases should be based on it. Is merit described as looking at the job performance that shows how you did that year? What is the incentive for that? Every employee needs to build a case and wondered how merit doesn't come into any scenario when it comes to negotiations. Otherwise what are you working for? Are you working to become a better employee every year?

Councilperson Galbraith asked then what is the point of doing a wage survey? Councilperson Wilcox said that it give the City a base for wages.

Councilperson Uden felt merit should play into wage negotiations, but you also have to look at what the job responsibilities are and compare it to similar position to other Cities. It is a package deal, and it is not whether the employees deserve a raise or not. Merit is important, but job positions and wages paid in other Cities for similar jobs are just as important.

*** On roll call vote, the motion **passed** 7-1 with Councilperson Huber voting no*

B. RESOLUTION NO. 4158- A Resolution Authorizing the City of Miles City to Enter Into an Agreement With the Custer County Water and Sewer District for Flushing Hydrants in Calendar Year 2018

*** Councilperson Gardner moved to approve the Resolution, read by title only and seconded by Councilperson Erlenbusch. On roll call vote, the motion **passed** by unanimous consent, 8-0. **Resolution No. 4158 passed***

C. RESOLUTION NO. 4159- A Resolution Revising City of Miles City Personnel Policies Regarding Employment Orientation Policy

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

seconded by Councilperson Galbraith. On roll call vote, the motion passed by unanimous consent, 8-0. Resolution No. 4159 passed

D. RESOLUTION NO. 4161- (First 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 Fund # 4000-101000

****** *Councilperson Uden moved to approve the Resolution, read by title only and seconded by Councilperson Kassner. On roll call vote, the motion passed by unanimous consent, 8-0. Resolution No. 4161 passed first reading*

E. RESOLUTION NO. 4162- A Resolution Authorizing the City of Miles City to Enter Into a Montana Department of Commerce Coal Board Contract to Assist With Funding Architectural and Engineering Design

****** *Councilperson Kassner moved to approve the Resolution, read by title only and seconded by Councilperson Gardner. On roll call vote, the motion passed by unanimous consent, 8-0.*

F. Drawing on K-9 Raffle Ticket Drawing #2
Winner were: Rifle/Melody Patch and Shotgun/Deb Cox

AJOURNMENT

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

The meeting was adjourned at 7:00 p.m.

Susanne Galbraith, Council President

Lorrie Pearce, City Clerk

Finance Committee Meeting

May 17, 2018

The Finance Committee met Thursday, May 17, 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, Public Works Director Scott Gray, Public Utilities Director Tom Speelmon, Flood Plain Administrator/ AutoCAD/Assistant PWPV Samantha Malenovsky, Lieutenant Detective Dan Baker, 911 Supervisor Lyne Anderson and City Clerk/Recorder Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

1. Request of Citizens:

There was an open discussion on the Emergency Services Building as to why it is being looked at and what is being looked at:

- The police department will no longer receive “free rent” from the Veterans Administration and will be evicted in 18-24 months
- Fire Department building has massive amount of damage
- Looked at four properties- 1) Bump out the fire department on the West Side of the building, adding about 60,000 square feet. The street presently there would be shut down 2) Buy 1.84 acres on the east side for approximately \$390,000 3) Buy 1.92 acres for \$500,000 or 4) Buy .5 acres, which everyone felt was not enough land to build on
- SouthEastern Economic Development representative Julie Korkow is in the process of writing a study grant with a 25% match on \$30,000 equaling \$7500
- A bid for the repairs to the Fire Hall was \$270,000, which MMIA states should be approximately \$30,000. MMIA did say that they would put that money towards building new.
- Drug Task Force and Highway Patrol is interested in finding a place to lease since they are also in the same predicament as the Police Department. Montana Parole is also interested in moving, but would have to wait two years
- If the City built up, an elevator is needed
- Would the City consider naming the Emergency Service Building the Lynam Center
- Dispatch would be interested in moving into the Building, but would need double the space available now
- Would like to add a Community Center that would be used for meeting and training for 40-50 people

2. Review and Recommendation on Bid for Florence Stacy Fountain

Director Gray explained that one bid was received for the fountain. He felt the bid was very high and that the project should have a design for contractors to bid on. The bid was from a company that is not experienced in building a fountain and there was no plumbing in the bid. He felt that the City needs to step back, hire an engineer and start from there. He thought it would cost approximately \$20,000 to receive specifications on the fountain.

*** After a brief discussion, Committee Member Wilcox moved to deny the bid received for the Florence Stacy Fountain, seconded by Chairperson Galbraith. The motion passed 4-0*

3. Review and Recommendation on Raise for Flood Plain Administrator

Human Resource Chairperson Wilcox said the HR committee recommended a \$2.00 an hour raise. The committee went over the paperwork and the decision was made based on Performance Evaluation, job description it found everything in order, There were no comparable salaries from other cities so the committee based the increase on similar types of requirements of jobs that the City had.

Director Gray explained that 50% of her salary is paid out of General Fund and 50% is split between other funds. After a long discussion, it was decided that the increase would be \$5,500 a year.

*** Committee Member Wilcox moved to recommend to Council raising the salary of the Flood Plain Administrator by \$2.00 an Hour, beginning July 1, 2018, seconded by Committee Member Andrews. The motion passed 4-0*

4. Review and Recommendation on Resolution No. 4051- A Resolution Approving an Engagement Letter With Jackson Murdo & Grant, P.C. For Certain Legal Services Related to the Custer County Miles City Flood Protection Project

*** Committee Member Andrews moved to recommend to Council approving a new resolution assigned to the Jackson Murdo & Grant P.C., seconded by Committee Member Huber. Motion passed 4-0*

5. Review and Recommendation on MidRivers Franchise Contract

*** Committee Member Wilcox moved to recommend to Council to approve the Mid Rivers Franchise Contract, seconded by Committee Member Wilcox.*

Chairperson Galbraith explained that MidRivers pays the City 5% of the gross revenue from franchise fees.

Clerk Pearce said that the renewal of the contract went to Public Service and Mr. Uden was going to call MidRivers to talk about the renewal of the contract. She asked Chairperson Galbraith if she would talk with Mr. Uden and give her an update. She would rather not want it to go to Council for approval until MidRivers is aware that the contract is coming.

*** The motion passed 4-0*

6. Adjournment

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

The meeting was adjourned at 7:05 p.m.

Susanne Galbraith, Chairperson

Lorrie Pearce Recorder/City Clerk

Public Safety Committee Meeting May 30, 2018

The Public Safety Committee met Thursday, May 30, 2018, at 5:30 pm in the City Hall Conference Room, 17 S 8th. Present were Committee Chairperson Brant Kassner and Committee Members John Uden and Jeff Erlenbusch. Committee Member Ken Gardner was excused. Also present were: Police Chief Doug Colombik and Deputy City Clerk/Recorder Linda Wilkins.

Chairperson Kassner called the meeting to order.

1. Request of Citizens

None

2. Committee Member Comments

None

3. Review and recommendation: Resolution No. 4165 A Resolution Pursuant to Section 16-48 of the Miles City Code of Ordinances. Establishing Dates, Times and Locations for the Discharge of Fireworks within the City Limits for the Year 2018.

***Committee Uden moved to discuss, and seconded by Committee Member Erlenbusch.*

The committee discussed the days, times and places allowed for the discharge of fireworks. The committee recommended removal of the hours between 10:00 a.m. and 10:00 p.m. on Thursday, July 5, 2018 and the removal of the Riverside Park location for all days from the resolution.

***Committee Member Erlenbusch moved to have the language changes made to resolution as discussed and move the recommendation to full council, seconded by Committee Member Uden and **passed** unanimously; 3-0.*

4. Adjournment

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

The meeting was adjourned at 5:44 p.m.

Respectfully Submitted:

Brant Kassner, Chairperson

Linda Wilkins, Recorder

**PUBLIC HEARINGS
&
UNFINISHED BUSINESS**

RESOLUTION NO. 4161

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 FUND # 4000-101000.

WHEREAS, the City of Miles City wishes to amend the budget for Fiscal Year 2017-2018 to increase the budgeted amount in Fund No. 4000-101000 (Capital Improvements Program Fund Cash Reserves), and to transfer the amount of \$75,000 from Fund No. 1000-101000 (General Fund Cash Reserves) to said Capital Improvements Fund;

AND WHEREAS, such amendment of the final budget will result in an overall increase in appropriation authority within such Capital Improvements Fund,

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

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

That the appropriations for the Final Budget for Fiscal Year 2017-2018 for Fund No. 4000-101000 (Capital Improvements Program Fund Cash Reserves), shall be increased in the amount of \$75,000; and that a budget transfer to said Capital Improvements fund from Fund No. 1000-101000 (General Fund Cash Reserves) in the amount of \$75,000 is hereby authorized.

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 12th day of June, 2018, at 6:00 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 22ND DAY OF MAY, 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 12TH DAY OF JUNE, 2018.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

New Business

RESOLUTION NO. 4160

A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEAR 2018-2019 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101, TO INCLUDE AN INCREASE IN BED TAX FROM \$1 TO \$2, AND PROVIDING FOR HEARING THEREON

WHEREAS, the City of Miles City by Ordinance 1202 established Business Improvement District No. 101;

AND WHEREAS, §7-12-1132 MCA requires the trustees of such business improvement district to annually submit to the City Council of the City of Miles City, for its approval, a work plan and proposed budget for the ensuing fiscal year;

AND WHEREAS, on May 14, 2018, the trustees of said District did submit to the City Council their proposed work plan for FY 2018-2019;

AND WHEREAS, the City Council has considered and approves of such work plan and proposed budget, to include the proposed increase in bed tax from \$1 per bed to \$2 per bed, and desires to finally approve the same, following a public hearing as required by §7-12-1132(3) MCA.

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

Upon hearing and full consideration, the City Council of the City of Miles City hereby approves the work plan and proposed budget, to include an increase in bed tax from \$1/room to \$2/room, of Business Improvement District No. 101 for FY 2018-2019, attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that pursuant to §7-12-1132(3) MCA, a public hearing shall be held on the above proposed approval on the 26th day of June, 2018, at 7:00 p.m. in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §15-10-203 MCA, at least 2 times with at least 6 days separating each publication. Such publication

shall be placed in a portion of the newspaper other than that portion utilized for legal and classified advertisements.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 12th DAY OF JUNE, 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 26TH DAY OF JUNE, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

**Miles City TBID Budget/Work Plan
FY18/19**

The FY18/19 budget will be based on a \$2.00 per room night payment to show the increase from \$1.00 used in FY17/18. The budget figure is derived from doubling the dollar figure that was raised in FY17/18. Over the years that Miles City has had a Tourism Business Improvement District we have been able to break the funding out into five basic categories that facilitate the basic spending patterns needed. Our work plan is simple, we use the funds allocated to increase overnight visitors to Miles City by advertising and supporting events in the area.

Based on the numbers available to us we expect the fund to reach \$138,400.00 for FY18/19 and we have budgeted as follows:

Advertising: \$30,000.00

Event Support: \$50,000.00

Sports Events/Tournaments: \$45,000.00

Convention Recruitment/Support: \$11,200.00

Insurance: \$700.00

Membership/Education: \$1,500.00

\$138,400.00

RESOLUTION NO. 4164

A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH JACKSON MURDO & GRANT, P.C., FOR CERTAIN LEGAL SERVICES RELATED TO THE CUSTER COUNTY MILES CITY FLOOD PROTECTION PROJECT.

WHEREAS, the City of Miles City and Custer County require certain legal services, including bond counsel to assist in project funding, related to the Custer County Miles City Flood Protection Project, and wish to engage Jackson Murdo & Grant, P.C. to provide such services.

AND WHEREAS, the an Engagement Letter for Legal Services has been presented to the City by Jackson Murdo & Grant, P.C. for consideration and approval, and the Council finds it in the best interest of the City to approve the same;

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

1. The “Proposed Engagement Letter for Legal Services for Flood Control Project – Miles City Area” between the City, Custer County, and Jackson Murdo & Grant, P.C., for services related to the Custer County Miles City Flood Protection Project, as set forth in Exhibit “A”, attached hereto and made a part hereof, is hereby approved and adopted by this Council.

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 12TH DAY OF JUNE, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

JACKSON, MURDO & GRANT, P.C.

ATTORNEYS AT LAW
203 North Ewing Street
Helena, MT 59601

NATHAN BILYEU
DAVID C. DALTHORP
ROBERT M. MURDO
SEAN SLANGER
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April 18, 2018

Samantha Malenovsky
City of Miles City
CCMC Steering Committee
P.O. Box 910
Miles City MT 59301

Re: Proposed Engagement Letter for Legal Services for Flood Control Project – Miles City Area – FY 2019 Work

Ladies and Gentlemen:

We have been involved in work with City and County officials and the Steering Committee (the “Committee”) for the initial stages of the Section 205 USACE study for the proposed flood control project in the Miles City area (the “Project”). By letter dated May 16, 2017, our firm was engaged to assist with the Project. The term of the May 16, 2017 engagement ends on June 30, 2018 and we are proposing the engagement be continued for the next fiscal year. This letter outlines the scope of work that our firm expects to provide to assist with the Project during the 2019 fiscal year.

For the fiscal year 2018-2019, we anticipate our charges will not exceed \$10,000, which will include no more than two on-site meetings with the Committee and City and/or County staff. The work anticipated by us during that fiscal year will be coordination with the Committee on the Section 205 USACE study and, if necessary to complete USACE study requirements, the preliminary descriptions of the various SID financing options necessary for the Project; including spreadsheets for possible assessments.

Billing Procedures and Hourly Rates

This portion of this letter is to describe our basic billing procedures and current fee structure for the work described above. For our work on the above matter, we shall charge our usual hourly rates. Currently, those rates for attorneys in our firm range from \$165 to \$300 per hour. My hourly rate is currently \$225 and will not change during the term of this agreement. Work performed by legal assistants is currently charged at between \$100 and \$130 per hour, depending on the experience of the legal assistant. In addition, we will charge you for all out-of-pocket expenses which we may incur in connection with our performance of such services. Such out-of-pocket expenses will generally include, but are not limited to, travel expenses (mileage at the

federal rate), photocopying (currently 5 cents per page), courier and overnight mail charges, secretarial overtime, litigation expenses such as filing fees or publications fees, expert witness fees, and related expenses.

Each month you will receive a statement from us, containing two parts. The first part will set forth our hours and fees for services rendered. Examples of the kinds of work that may be covered on this portion of the statement might include analysis and drafting of legal documents; legal research; office and telephone conferences with you, other attorneys or consultants working on this matter; and review of correspondence and other relevant documents. The second portion of the statement will include an itemized list of the out-of-pocket expenditures such as those described above. Statements for services will be sent to you monthly, covering services and expenses rendered through the end of the previous month. Such monthly bills are payable within ten days of receipt. Amounts not paid within 90 days of original invoice will be charged interest at the rate of 10% per annum.

We will send our bills to the City of Miles City and anticipate that the City will then pay 70% and Custer County will pay 30% as described in the Letter Agreement between them dated December 27, 2016.

Communication

Our firm has the capacity to communicate with clients via electronic mail (e-mail). We will be happy to communicate with you by e-mail. However, because of the possible deletion of incoming e-mail by our "Spam" monitoring software, we request that if any e-mail communication is critical, you should contact us by telephone to alert us of the impending delivery of the e-mail.

Potential Conflicts

We represent various financial institutions and businesses with which you may have contractual arrangements. If a conflict should arise between you and one of our other clients, Montana Rules of Professional Conduct require that unless we obtain written consent from both parties, we are unable to represent either party. If this occurs, we will contact you immediately to discuss possible options.

Right to Terminate Services

You have the right to terminate our services at any time by notifying us in writing. We reserve the same right, but will only do so if: (a) you refuse to cooperate with us; (b) you do not pay our monthly statements in a timely manner; (c) continued representation of you would violate the rules of professional responsibility; or (d) we are unable to adequately perform the work for you because of distance or staff unavailability.

Ultimate Destruction of File

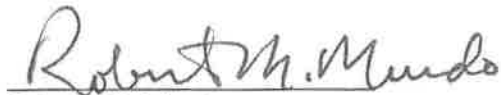
We would also like you to be aware that after we have concluded this matter, we will close your file and keep the record on our premises for a 10-year period. After 10 years, we will destroy the file. It is our policy to forward any original documents (for example, deeds to real property, titles to motor vehicles, etc.) to you at the time we receive them, and they are not kept in our files. Therefore, there should be no danger of the destruction of original documents.

If everything in this letter is agreeable to you, please sign in the place marked below for your signature and return one signed copy to me.

We appreciate the opportunity to work with you on this matter.

Very truly yours,

JACKSON, MURDO & GRANT, P.C.



Robert M. Murdo

We have read the foregoing letter and acknowledge that it accurately states the terms pursuant to which we have agreed to employ Jackson, Murdo & Grant, P.C. as our attorneys in connection with the matters described therein.

ACCEPTED AND APPROVED

Custer County, Montana

By: _____
Its: _____

City of Miles City, Montana

By: _____
Its: _____

ORDINANCE NO. 1326

AN ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE TO CABLE & COMMUNICATIONS CORPORATION, AND PROVIDING AN EFFECTIVE DATE THEREOF

WHEREAS the City of Miles City, has determined that the financial, legal and technical ability of Cable & Communications Corporation, a Montana corporation, doing business as Mid-Rivers Cable Television, is reasonably sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community

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

SECTION I Definition of Terms

1.1 Terms: For the purpose of this Ordinance, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular number and words in the singular number include the plural number:

A. "Affiliate" means an entity which owns or controls, is owned or controlled by or is under common ownership with Grantee.

B. "Basic Cable" is the tier of service regularly provided to all subscribers that includes the retransmission of local broadcast television signals.

C. "Cable Act" means the Cable Communications Policy Act of 1984, as amended.

D. "Cable Service" means (i) the one-way transmission to subscribers of video programming or other programming service, and (ii) subscriber interaction, if any, which is required for the selection of such Video Programming or any other lawful communication service.

E. "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment or other communications equipment that is designed to provide Cable Service and other service to subscribers.

F. "FCC" means Federal Communications Commission or successor governmental entity thereto.

G. "Franchise" shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of

the Cable System for the purpose of offering Cable Service or other service to Subscribers.

H. "Franchising Authority" means the City of Miles City or the lawful successor, transferee, or assignee thereof.

I. "Grantee" means Cable & Communications Corporation, a Montana corporation, doing business as Mid-Rivers Cable Television, or the lawful successor, transferee, or assignee thereof.

J. "Gross Revenues" mean the monthly Basic Cable Service revenues received by Grantee from Subscribers of the Cable System plus all other revenues received directly, or indirectly, from the operation of the cable system, including, but not limited to, installation and reconnection fees, premium pay services, converter rentals, additional outlet charges, program guides, and local advertising imposed directly or indirectly on any Subscriber thereof by any governmental unit or agency, and which are collected by the Grantee on behalf of such governmental unit or agency.

K. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

L. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing or transmitting Grantee's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to the Cable System.

M. "Service Area" means the present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.

N. "Service Tier" means a category of Cable Service or other services, provided by Grantee and for which a separate charge is made by Grantee.

O. "Subscriber" means a person or user of the Cable System who lawfully receives Cable Services or other service therefrom with Grantee's express permission.

P. "Video Programming" means programming provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2 **Grant of Franchise**

2.1 Grant: The City hereby grants to Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System and offer Cable Service and other services in, along, among, upon, across, above, over, under or in any manner connected with Public Ways with the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, or over, under, upon, across, or along wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments and other related property or equipment as may be necessary or appurtenant to the Cable System.

2.2 Term: The Franchise granted pursuant to this Ordinance shall be for an initial fifteen (15) years from the effective date of the Franchise as set forth in Section 2.3, unless otherwise lawfully terminated in accordance with the terms of this Ordinance.

2.3 Acceptance; Effective Date: Grantee shall accept the Franchise granted pursuant hereto by signing this Ordinance and filing same with the City Clerk or other appropriate official or agency of the Franchising Authority within sixty (60) days after the passage and final adoption of this Ordinance. Subject to the acceptance by Grantee, the effective date of this Ordinance shall be the sixtieth day after its passage and final adoption.

2.4 Favored Nations: In the event the Franchising Authority enters into a franchise, permit, license, authorization or other agreement of any kind with any other person or entity other than Grantee to enter into the Franchising Authority's streets and public ways for the purpose of constructing or operating a cable system or providing cable service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

SECTION 3 **Standards of Service**

3.1 Conditions of Street Occupancy: All transmission and distribution structures, poles, other lines and equipment installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said Public Ways.

3.2 Restoration of Public Ways: If, during the course of Grantee's construction, operation or maintenance of the Cable System, there occurs a disturbance of any Public Way by Grantee, it shall,

at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 Relocation at Request of Franchising Authority: Upon its receipt of reasonable advance notice, not to be less than five (5) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way or remove from the Public Way, any property of Grantee when lawfully required by Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority; but, the Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any company using such street, easement or right-of-way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to the Grantee.

3.4 Relocation at Request of Third Party: The Grantee shall, on the request of any person holding a building moving permit issued by the Franchising Authority, temporarily raise or lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of wires is paid by said person, including, if required by the Grantee, making such payment in advance; and (b) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary wire changes.

3.5 Trimming of Trees and Shrubbery: The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with the Grantee's wires, cables or other equipment. Grantee shall be permitted to charge persons who own, or are responsible for, such trees or natural growth for the cost of such trimming, provided that similar changes are assessed by and paid the utilities or the Franchising Authority for tree trimming. The Grantee shall reasonably compensate the Franchising Authority for any damages caused by such trimming in public right-of-way, or shall, at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction or operation of the system undertaken by Grantee.

3.6 Safety Requirements: Construction, installation and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

3.8 Aerial and Underground Construction: In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric

services are both aerial and underground, Grantee shall have the sole discretion to construct, operate and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing contained in this Section 3.8 shall require Grantee to construct, operate and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section 3.8, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Ordinance, Grantee shall only be required to construct, operate and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities facilities at the time that such are placed underground.

Grantee shall keep complete plats and records accurately indicating the sites of its facilities and systems situated within the public ways of the Franchising Authority and keep a copy of said plat thereof on file with the Franchising Authority.

3.9 Required Extensions of Service: The Cable System, as constructed as of the date of the passage and final adoption of this Ordinance, substantially complies with the material provisions hereof. Grantee is hereby authorized to extend the Cable System as necessary, as desirable or as required pursuant to the terms hereof within the Service Area. Whenever Grantee shall receive a request for service from at least eight (8) Subscribers within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for system extension, other than the usual connection fees for all Subscribers; provided that such extension is technically feasible and if it will not adversely affect the operation, financial condition or market development of the Cable System, or as provided for under Section 3.10 of this Ordinance.

3.10 Subscriber Charges for Extensions of Service: No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate his cable drop underground, existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to Subscribers, or a density of less than eight (8) Subscribers per 1320 cable-bearing strand feet of trunk or distribution cable, Cable Service or other service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by Grantee and Subscribers in the area in which Cable Service may be expanded, Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of potential Subscribers per 1320 cable-bearing strand feet of its trunks or distribution cable and whose denominator equals eight (8) Subscribers. Potential Subscribers will bear the remainder of the construction and other costs on a pro rata basis. Grantee may require that the payment of the capital construction in aid of construction borne by such potential Subscribers be paid in advance.

3.11 Service to Public Buildings: The Grantee shall provide without charge one (1) outlet of the most commonly received level of service, not to include Premium Channels, to the Franchising

Authority's office building(s), fire station(s), police station(s) and public school building(s) that are passed by its Cable System. The outlets of Cable Service shall not be used to distribute or sell Cable Services in or throughout such buildings; nor shall such outlets be located in common public areas open to the public. Users of such outlets shall hold Grantee harmless from any and all liability or claims arising out of their use of such outlets, including, but not limited to, those arising from copyright liability. Notwithstanding anything to the contrary set forth in this Section 3.11, the Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said buildings or premises exceeds one hundred fifty (150) cable feet, unless it is technically feasible and the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 150 cable feet. In the event that additional outlets of Cable Service are provided to such buildings, the building owner shall pay the usual installation fees associate therewith, including, but not limited to, labor and materials. Upon request of Grantee, the building owner may also be required to pay the service fees associated with the provision of Cable Service and the additional outlets thereto.

3.12 Emergency Override: In the case of any emergency or disaster, the Grantee shall, upon request of the Franchising Authority, make available its facilities for the Franchising Authority to provide emergency information and instructions during the emergency or disaster period. The Franchising Authority shall hold the Grantee, its agents, employees, officers and assigns hereunder, harmless from any claims arising out of the emergency use of its facilities by the Franchising Authority, including, but not limited to, reasonable attorney's fees and costs.

3.13 Customer Service: Grantee shall provide its customers toll free telephone access to its office or representatives. Additionally, Grantee agrees to use its best efforts to respond to customer's service complaints by 5:00pm the following business day. Nothing contained herein shall be interpreted to contradict those provisions set forth in Section 7.5.

SECTION 4

Regulation by Franchise Authority

4.1 Franchise Fee:

A. **Fee:** Grantee shall pay to the Franchising Authority a franchise fee equal to five (5) percent of Gross Revenues (as defined in Section 1.1 of this Franchise) received by Grantee from the operation of the Cable System on a quarterly basis; provided, however; (i) the term franchise fee includes any tax, fee or assessment of any kind imposed by Franchising Authority or other governmental entity on a cable operator or cable subscriber, or both, solely because of their status as such; (ii) the term franchise fee does not includes any tax, fee or assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and cable operators or their services but not including a tax, fee or assessment which is unduly discriminatory against cable operators or cable subscribers). For the purpose of this Section, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year, unless otherwise agreed to in writing by the Franchising Authority and Grantee. The franchise fee payment shall be due and payable thirty (30) days after the close of the preceding quarter. Each payment shall be accompanied by a brief report from a representative of Grantee showing the basis for the computation. In no event, shall the

franchise fee payments required to be paid by Grantee exceed five (5) percent of Gross Revenues received by Grantee in any 12-month period.

B. Limitation on Franchise Fee Actions: The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by Grantee is due. Unless within five (5) years from and after said payment due date the Franchising Authority initiates a lawsuit for recovery of such franchise fees in a court of competent jurisdiction, such recover shall be barred and the Franchising Authority shall be stopped from asserting any claims whatsoever against the Grantee relating to any such alleged deficiencies within said five (5) years. However, no acceptance of any franchise fee payment by the Franchising Authority shall be construed as a release, waiver or as an accord and satisfaction of any claim the Franchising Authority may have for further or additional sums payable under this Franchise.

4.2 Rates and Charges: The Franchising Authority may not regulate the rates for the provision of Cable Service and other services, including, but not limited to, ancillary charges relating thereto, except as authorized pursuant to federal and state law including, but not limited to, the Cable Act and FCC Rules and Regulations relating thereto. Notice of any proposed rate increases shall be filed with the Franchising Authority at least 30 days in advance of the proposed effective date of any such increase.

In the event that Basic Cable Service rate increases are subject to approval of the Franchising Authority, the Grantee may, at its discretion and without consent of the Franchising Authority, increase rates relating to the provision of Basic Service by an amount which is equal to five (5) percent per year or such lesser amount to comply with applicable federal and state law.

4.3 Renewal of Franchise: The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act (as such existed as of the effective date of the Cable Act), unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify Grantee of its preliminary assessments regarding the identify of future cable-related community needs and interests, as well as, the past performance of Grantee under the then current Franchise term. The Franchising Authority further agrees that such preliminary assessment shall be provided to the Grantee prior to the time that the four (4) month period referred to in Subsection (c) of Section 626 is considered to begin. Notwithstanding anything to the contrary set forth in this Section 4.3, the Grantee and Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof. The Grantee and the Franchising Authority consider the terms set forth in this Section to be consistent with the express

provisions of Section 626 of the Cable Act. A reproduction of Section 626 of the Cable Act as such existed as of the effective date of the Cable Act is attached hereto as Schedule 1 and incorporated herein by this reference.

4.4 Condition of Sale: Subject to applicable federal, state and local law, if a renewal of Grantee's Franchise is denied and the Franchising Authority either lawfully acquires ownership of the Cable System or effects the transfer of ownership of the Cable System to another person, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern but with no value allocated to the Franchise itself, or if the Franchise is lawfully revoked for cause and the Franchising Authority acquires ownership of the Cable System or effects the transfer of ownership of the Cable System to another person, any such acquisition or transfer shall be at an equitable price.

4.5 Transfer of Franchise: Grantee's right, title or interest in the Franchise shall not be sold, transferred, assigned or otherwise encumbered, other than to an Affiliate, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for the transfer in trust, by mortgage, by other hypothecation or by assignment of any rights, title or interest on Grantee in the Franchise or Cable System in order to secure indebtedness.

SECTION 5

Compliance and Monitoring

5.1 Testing for Compliance: The Franchising Authority may perform technical tests of the Cable System during reasonable times and in a manner which does not unreasonably interfere with the normal business operation of the Grantee or the Cable System in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving Grantee reasonable notice thereof, not to be less than two (2) business days, and providing a representative of Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially failed to comply with a material requirement hereof, the reasonable costs of such tests shall be borne by the Grantee. In the event that such testing demonstrates that Grantee has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the Franchising Authority. Except in emergency circumstances, the Franchising Authority agrees that such testing shall be undertaken no more than two (2) times a year in the aggregate and that the results thereof shall be made available to the Grantee upon Grantee's request.

5.2 Books and Records: The Grantee agrees that the Franchising Authority may review such of its books and records, during normal business hours and on a non-disruptive basis, as is reasonably necessary to monitor compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information which it reasonable deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by Grantee to it as confidential and only to disclose it to employees, representatives and agents thereof that have a need to

know or in order to enforce the provisions hereof.

SECTION 6

Insurance, Indemnification and Bonds or Other Surety

6.1 Insurance Requirements: Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive General Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage. Said insurance shall designate the Franchising Authority as an additional insured. Such insurance shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. Grantee agrees to provide the Franchising Authority with a Certificate of Insurance@ listing the Franchising Authority as an additional insured party.

6.2 Indemnification: The Grantee agrees to indemnify, save and hold harmless and defend the Franchising Authority, its officers, boards, agents and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorney's fees and costs.

6.3 Bonds and Other Surety: Except as expressly provided herein, Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Franchising Authority acknowledges that the legal, financial and technical qualifications of Grantee are sufficient to afford compliance with the terms of the Franchise and the enforcement thereof. Grantee and Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Cable Services. In order to minimize such costs, the Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefore. The Franchising Authority agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$10,000, conditioned upon the substantial performance of the material terms, covenants and conditions of the Franchise. Initially, no bond or other surety will be required. In the event that one is required in the future, the Franchising Authority agrees to give Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in the Grantee's legal, financial or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Franchise or afford compliance therewith. If a bond is required, Grantee may provide other surety of guarantee reasonably acceptable to the Franchising Authority in lieu of bond.

SECTION 7

Enforcement and Termination of Franchise

7.1 Notice of Violation: In the event the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, it shall notify Grantee in writing of the exact nature of the alleged noncompliance or default. Further, if the Franchising Authority believes that Grantee has

become insolvent or is in bankruptcy, (also events of defaults), the Franchising Authority shall give written notice thereof to Grantee.

7.2 Grantee's Right to Cure and Respond: Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1; (a) to respond to the Franchising Authority contesting the assertion of noncompliance, or (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing: In the event that Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within sixty (60) days after the Grantee is notified of the alleged default pursuant to Section 7.1, the Franchising Authority shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduling meeting of the Franchising Authority which is scheduled at a time which is no less than five (5) business days therefrom. The Franchising Authority shall notify the Grantee of the time and place of such meeting and provide the Grantee with an opportunity to be heard.

7.4 Enforcement: Subject to applicable federal, state and local law, in the event the Franchising Authority, after such meeting, determines that Grantee is in default of any provision of the Franchise, the Franchising Authority may, in addition to all other remedies it has under applicable law:

A. Foreclose on all or any part of any security provided under this Franchise, if any, including without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;

B. Commence an action at law for monetary damages or seek other equitable relief;

C. In the case of a substantial default of a material provision of the Franchise, or the Grantee is in bankruptcy proceedings or insolvent, declare the Franchise Agreement to be revoked; or

D. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages.

None of the above remedies shall be deemed exclusive.

The Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of the Franchising Authority to enforce prompt compliance.

7.5 Acts of God: The Grantee shall not be held in default or noncompliance with the

provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control.

SECTION 8 **Unauthorized Reception**

8.1 Misdemeanor: It shall be a misdemeanor for any person, firm or corporation to create or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of the Cable System without the express consent of the Grantee. Further, without the express consent of Grantee, it shall be a misdemeanor for any person to tamper with, remove or injure any property, equipment or part of the Cable System or use any unauthorized means of receiving Cable Service or other services provided thereto. Subject to applicable federal and state law, the Franchising Authority shall enforce criminal misdemeanor law which will enforce the intent of this Section 8.1. In the absence of applicable federal and state laws, the Franchising Authority shall incorporate into its criminal code, if not presently a part thereof, criminal misdemeanor law which will enforce the intent of this Section 8.1.

SECTION 9 **Miscellaneous Provisions**

9.1 Documents Incorporated and Made a Part Hereof: The following documents shall be incorporated herein by this reference, and in the case of a conflict or ambiguity between or among them, the document of latest date shall govern:

- A. Any enabling ordinance in existence as of the date hereof; and,
- B. Any proposal submitted by Grantee pursuant to a franchise renewal procedure, as amended and supplemented during the franchise renewal negotiation process;
- C. Any franchise agreement between Grantee and Franchising Authority reflecting the renewal of the Franchise, if any.

9.2 Preemption: If the FCC, or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Franchise, then to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by the Franchising Authority, the jurisdiction of the Franchising Authority shall be superseded regarding the matter in question.

9.3 Actions of Franchising Authority: In any action by the Franchising Authority or representative thereto mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

9.4 Notice: Unless expressly otherwise agreed between the parties, every notice or response to be served upon the Franchising Authority or Grantee shall be in writing and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U. S. Postal Service.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Miles City
Attn: Mayor
P.O. Box 910
Miles City, Montana 59301

The notices or responses to the Grantee shall be addressed as follows:

Cable & Communications Corporation
P.O. Box 280
Circle, Montana 59215

Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other.

9.5 Descriptive Headings: The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

9.6 Severability: If any section, sentence, paragraph, term or provision hereof is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision thereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SAID ORDINANCE READ AND PUT UPON ITS PASSAGE THIS 12TH DAY OF JUNE, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

SAID ORDINANCE PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS

26TH DAY OF JUNE, 2018 BY THE FOLLOWING VOTE.

AYES: _____
NOES: _____
ABSENT: _____

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Accepted by:

CABLE & COMMUNICATIONS CORPORATION, a Montana corporation, Subject to applicable federal, state and local Law

By: _____
President

Date: _____

ATTEST:

Corporate Secretary

Claims

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CITY OF MILES CITY
Check/Claim Details
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Line #	Check/ Claim Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
-99963E		373 MASTERCARD						
		130103	29,407.03					
1	05/20/18	SUPPLIES	391.50			1000 1 410200	370	101000
5	05/20/18		708.83			1000 5 420140	210	101000
6	05/20/18		378.84*			1000 5 420140	220	101000
7	05/20/18		1,402.80			1000 5 420140	230	101000
8	05/20/18		69.61*			1000 5 420140	311	101000
9	05/20/18		85.00*			1000 5 420140	370	101000
10	05/20/18		320.00			1000 5 420140	380	101000
11	05/20/18		105.66			1000 5 420160	210	101000
13	05/20/18		32.15			1000 6 410300	533	101000
14	05/20/18		118.74			1000 7 420460	210	101000
15	05/20/18		28.98			1000 7 420460	214	101000
16	05/20/18		29.20			1000 7 420460	220	101000
17	05/20/18		76.89			1000 7 420460	223	101000
19	05/20/18		5.20			1000 7 420460	311	101000
20	05/20/18		114.77			1000 7 420460	360	101000
21	05/20/18		576.03			1000 7 420460	364	101000
22	05/20/18		368.88			1000 7 420460	380	101000
23	05/20/18		31.99			1000 7 420460	400	101000
24	05/20/18		153.00			1000 8 411230	220	101000
25	05/20/18		49.99			1000 8 411230	230	101000
27	05/20/18		103.30			1000 13 460433	222	101000
28	05/20/18		279.99			1000 13 460433	226	101000
29	05/20/18		234.25*			1000 13 460433	230	101000
30	05/20/18		39.50*			1000 13 460433	231	101000
31	05/20/18		1,067.98			1000 13 460433	363	101000
34	05/20/18		13.59			1000 36 411020	210	101000
35	05/20/18		194.88			1000 36 411020	370	101000
37	05/20/18		949.63			2220 16 460100	214	101000
38	05/20/18		121.78			2220 16 460100	311	101000
39	05/20/18		958.39			2220 16 460100	382	101000
40	05/20/18		13.59			2394 18 420531	210	101000
43	05/20/18		32.78*			2510 107 430220	210	101000
44	05/20/18		379.98			2510 107 430220	226	101000
45	05/20/18		296.72			2510 107 430220	230	101000
46	05/20/18		71.93			2510 107 430220	242	101000
49	05/20/18		2,101.66*			2510 107 430220	363	101000
51	05/20/18		439.75			2510 107 430235	230	101000
52	05/20/18		80.80*			2520 108 430220	210	101000
54	05/20/18		95.00			2520 108 430220	226	101000
55	05/20/18		74.18			2520 108 430220	230	101000
56	05/20/18		17.98			2520 108 430220	242	101000
57	05/20/18		525.42			2520 108 430220	363	101000
60	05/20/18		2,555.00*		23747	2985 15 450330	220	101004
61	05/20/18		158.65		23747	2985 15 450340	220	101000
62	05/20/18		125.00*		23747	2985 15 450340	334	101000

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63	05/20/18		119.80		23747	2985 15 450351	220	101008
64	05/20/18		81.68			5210 22 430530	210	101000
65	05/20/18		44.97			5210 22 430530	214	101000
66	05/20/18		1,480.06			5210 22 430530	230	101000
67	05/20/18		3.50			5210 22 430530	311	101000
68	05/20/18		223.46			5210 22 430530	400	101000
69	05/20/18		29.88*			5210 23 430550	210	101000
70	05/20/18		10.00			5210 23 430550	214	101000
71	05/20/18		2.89			5210 23 430550	220	101000
72	05/20/18		54.50			5210 23 430550	226	101000
73	05/20/18		1,217.45			5210 23 430550	230	101000
74	05/20/18		71.33			5210 23 430550	235	102270
75	05/20/18		1,034.79			5210 23 430550	235	102270
77	05/20/18		122.74*			5210 25 430510	230	101000
80	05/20/18		263.83			5210 80 430540	220	101000
81	05/20/18		99.08			5210 80 430540	230	101000
82	05/20/18		2.11			5210 80 430540	311	101000
83	05/20/18		848.75			5210 80 430540	352	101000
88	05/20/18		9.99			5310 31 430630	214	101000
90	05/20/18		54.50			5310 31 430630	226	101000
91	05/20/18		122.74*			5310 31 430630	230	101000
94	05/20/18		1,034.79			5310 31 430630	363	101000
95	05/20/18		247.45			5310 31 430630	369	101000
96	05/20/18		5.70			5310 32 430690	210	101000
97	05/20/18		57.79			5310 32 430690	230	101000
99	05/20/18		87.37			5310 33 430640	210	101000
100	05/20/18		224.88			5310 33 430640	220	101000
101	05/20/18		409.00			5310 33 430640	222	101000
102	05/20/18		736.30			5310 33 430640	230	101000
103	05/20/18		75.00*			5310 33 430640	334	101000
104	05/20/18		705.00			5310 33 430640	352	101000
105	05/20/18		11.36			5510 10 420730	220	101000
106	05/20/18		1,531.83			5510 10 420730	222	101000
108	05/20/18		2.03			5510 10 420730	311	101000
111	05/20/18		182.12*			5610 87 430300	220	101000
112	05/20/18		465.72*			5610 87 430300	230	101000
113	05/20/18		196.45*			5610 87 430300	330	101000
114	05/20/18		248.99			5610 87 430300	345	101000
115	05/20/18		1,122.12*			5610 87 430300	363	101000
116	05/20/18		113.94*			6040 910 430220	214	101000
117	05/20/18		71.35			6040 910 430220	220	101000
		Total Check:	29,407.03					

-99962E

1970 MONTANA DAKOTA UTILITIES

	130148		1,085.49					
1	05/04/18 Airport ~ Electric		690.55*		822	5610 87 430300	341	101000
2	05/04/18 Airport ~ Gas		398.22*		822	5610 87 430300	344	101000

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3	05/04/18 Credit from MDU		-1.64*		822	5610 87 430300	341	101000
4	05/04/18 Credit from MDU		-1.64*		822	5610 87 430300	344	101000
	Total Check:		1,085.49					
-99961E 1970 MONTANA DAKOTA UTILITIES								
	130109		37,925.09					
1	05/24/18 GAS/ELECTRIC ~ FD		250.03		24383	1000 7 420460	341	101000
2	GAS/ELECTRIC ~ FD		131.55		24383	1000 7 420460	344	101000
3	GAS/ELECTRIC ~ City Hall		338.55			1000 8 411230	341	101000
4	GAS/ELECTRIC ~ City Hall		98.80			1000 8 411230	344	101000
5	GAS/ELECTRIC ~ Parks		614.85			1000 13 460433	341	101000
6	GAS/ELECTRIC ~ Parks		247.62			1000 13 460433	344	101000
7	GAS/ELECTRIC ~ Bath House		283.56*			1000 14 460445	341	101000
8	GAS/ELECTRIC ~ Animal Shelter		31.67*			1000 21 440600	341	101000
9	GAS/ELECTRIC ~ Animal Shelter		50.08			1000 21 440600	344	101000
10	GAS/ELECTRIC ~ Library		425.69		24690	2220 16 460100	341	101000
11	GAS/ELECTRIC ~ Library		70.36		24690	2220 16 460100	344	101000
12	GAS/ELECTRIC ~ District 165		3,922.30			2400 46 430263	341	101000
13	GAS/ELECTRIC ~ Rental Fees		12,165.40*			2400 46 430263	533	101000
14	GAS/ELECTRIC ~ District 167		536.87			2420 48 430263	341	101000
15	GAS/ELECTRIC ~ Rental Fee		1,453.50			2420 48 430263	533	101000
16	GAS/ELECTRIC ~ District 171		149.06			2430 49 430263	341	101000
17	GAS/ELECTRIC ~ District 172		1,366.79			2440 50 430263	341	101000
18	GAS/ELECTRIC ~ District 202		568.16*			2470 72 430263	341	101000
19	GAS/ELECTRIC ~ Rental Fee		0.00			2470 72 430263	533	101000
20	GAS/ELECTRIC ~ District 173		115.95			2480 47 430263	341	101000
21	GAS/ELECTRIC ~ Sewer Lift		85.54*			2510 107 430220	341	101000
23	GAS/ELECTRIC ~ Fish & Game		0.00			2510 107 430220	344	101000
24	GAS/ELECTRIC ~ Fish & Game		0.00			2520 108 430220	341	101000
25	GAS/ELECTRIC ~ Fish & Game		0.00			2520 108 430220	344	101000
26	GAS/ELECTRIC ~ Water Plant		3,533.66*			5210 22 430530	341	101000
27	GAS/ELECTRIC ~ Water Plant		350.57			5210 22 430530	344	101000
28	GAS/ELECTRIC ~ Fish & Game		40.98			5210 23 430550	341	101000
29	GAS/ELECTRIC ~ Fish & Game		41.49*			5210 23 430550	344	101000
30	GAS/ELECTRIC ~ Fish & Game		40.98			5310 31 430630	341	101000
31	GAS/ELECTRIC ~ Fish & Game		41.49*			5310 31 430630	344	101000
32	GAS/ELECTRIC ~ Sewer Lift		1,522.41			5310 32 430690	341	101000
33	GAS/ELECTRIC ~ Sewer Lift		57.82			5310 32 430690	344	101000
34	GAS/ELECTRIC ~ Treatment Plant		8,783.10		24339	5310 33 430640	341	101000
35	GAS/ELECTRIC ~ Ambulance		97.24		24383	5510 10 420730	341	101000
36	GAS/ELECTRIC ~ Ambulance		51.16		24383	5510 10 420730	344	101000
39	GAS/ELECTRIC ~ Shop		343.22*			6040 910 430220	341	101000
40	GAS/ELECTRIC ~ Shop		114.64*			6040 910 430220	344	101000
41	Credit		0.00			1000 7 420460	341	101000
42			0.00			5510 10 420730	341	101000
43			0.00			1000 7 420460	344	101000
44			0.00			5510 10 420730	344	101000
	Total Check:		37,925.09					

-99959C 278 TITAN MACHINERY

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	130120		2,158.74					
1	10765276	04/27/18 Window Unit #44	343.30*		24073	2510 107 430220	363	101000
2	10765276	04/27/18	85.83		24073	2520 108 430220	363	101000
3	3755993	05/09/18 Carbid Drag Shoe	732.88*		24076	2510 107 430220	363	101000
4	3755993	05/09/18	183.22		24076	2520 108 430220	363	101000
5	3712247	04/13/18 Unit 43 & 44	650.81*		24068	2510 107 430220	363	101000
6	3712031	04/13/18	162.70		24068	2520 108 430220	363	101000
		Total Check:	2,158.74					
-99958C	4010	FELT, MARTIN, FRAZIER & WELDON,						
	130009		577.50					
1	0010	04/30/18 CCWSD	490.00*		24560	1000 4 411100	350	101000
2	0001	04/30/18 Labor Negioations	87.50		24560	1000 3 411101	350	101000
		Total Check:	577.50					
80199S	999999	JAKE STEVENS						
	130111		58.00					
1	ADTF24378	05/03/18 Meals ~ Consortium Great Fa	41.76*		24378	1000 7 420460	370	101000
2	ADFT24378	05/03/18	16.24		24378	5510 10 420730	370	101000
		Total Check:	58.00					
80200S	999999	BRANDEN STEVENS						
	130112		58.00					
1	ADTF24377	05/03/18 Meals ~ Consortium Great Fa	41.76*		24377	1000 7 420460	370	101000
2	ADFT24377	05/03/18	16.24		24377	5510 10 420730	370	101000
		Total Check:	58.00					
80201S	572	VERIZON WIRELESS						
	130113		87.39					
1	9806078693	04/25/18 FD ~ Cell Phone	62.92*		23379	1000 7 420460	345	101000
2	9806078693	04/25/18	24.47*		23378	5510 10 420730	345	101000
		Total Check:	87.39					
80202S	1780	MILES CITY MOTOR SUPPLY						
	130114		26.33					
1	680161	04/06/18 AP ~ Filter	5.43*		818	5610 87 430300	363	101000
2	684043	04/27/18 AP ~ Filter	20.90*		818	5610 87 430300	363	101000
		Total Check:	26.33					
80203S	1120	GLADER ELECTRIC CO						

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		130115	3,035.98					
1	84659 04/17/18 City Court ~ Lights		395.00		24494	1000 8 411230	230	101000
2	84714 04/27/18 Shop ~		587.78		24494	6040 910 430220	360	101000
3	84192 04/24/18 Parks ~		85.00*		24494	1000 13 460433	230	101000
4	84838 04/30/18 RiverSide Park ~ Bathroom		130.00*		24494	1000 13 460433	230	101000
5	84628 04/09/18 Main Street ~ Capcitor & Bulb		149.62		24494	2440 50 430263	230	101000
6	84771 04/25/18 Locate Wire on Main Street		65.00*		24494	2440 50 430263	360	101000
7	84770 04/25/18 Denton Press Box		1,623.58		24494	4000 501 410100	940	101000
	Total Check:		3,035.98					
80204S	4046 BILL RONNING							
		130116	60.50					
	This invoice came in late and was paid in May for April							
1	1689752677 04/21/18 April ~ Cell Phone Reimbur		48.40		24493	2510 107 430220	345	101000
2	1689752677 04/21/18		12.10		24493	2520 108 430220	345	101000
	Total Check:		60.50					
80205S	4185 ROUGHSTOCK CONSTRUCTION LLC							
		130117	280.00					
1	1216 05/01/18 6" HDPE Pipe		280.00		24613	5310 31 430630	233	101000
	Total Check:		280.00					
80206S	3039 UTILITIES UNDERGROUND LOCATION							
		130118	188.40					
1	8045083 04/30/18 Locates for April		94.20		24614	5210 23 430550	350	101000
2	8045083 04/30/18		94.20		24614	5310 31 430630	350	101000
	Total Check:		188.40					
80207S	2537 RDO EQUIPMENT CO							
		130119	1,005.35					
1	33851 04/30/18 Windshields ~ Unit 37 & 46		402.14*		24072	2510 107 430220	363	101000
2	33851 04/30/18		100.53		24072	2520 108 430220	363	101000
3	33851 04/30/18		251.34		24072	5210 23 430550	363	101000
4	33851 04/30/18		251.34		24072	5310 31 430630	363	101000
	Total Check:		1,005.35					
80208S	1467 KOIS BROTHERS EQUIPMENT CO							
		130121	3,515.00					
1	113157 05/01/18 Cutter Nozzel		2,075.00		24478	2510 107 430235	230	101000
2	113157 05/01/18		1,440.00		24478	2510 107 430233	350	101000
	Total Check:		3,515.00					
80209S	4136 WESTERN EMULSIONS INC.							

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	130122		1,680.00					
1	10-354514 04/25/18 500 CRS 2 Oil		1,344.00*		24484	2510 107 430220	231	101000
2	10-354514 04/25/18		336.00*		24484	2520 108 430220	231	101000
	Total Check:		1,680.00					
80210S		999999 LINDA WILKINS						
	130123		183.98					
1	TEV24557 05/03/18 MMI ~ Clerks Conference		183.98		24557	1000 3 410500	370	101000
	Total Check:		183.98					
80211S		1921 Montana Municipal Interlocal						
	130124		3,714.85					
1	MMIA0518 04/19/18 May ~ Retirees Insurance		3,714.85			1000 362022		101000
	Total Check:		3,714.85					
80212S		1426 KIWI PETES TREE SERVICE						
	130134		1,600.00					
1	533086 05/10/18 Stump Removal ~ 919 Sewell		1,600.00		24497	2510 107 430234	350	101000
	Total Check:		1,600.00					
80213S		55 A-1 CONCRETE						
	130135		4,640.00					
1	A1050918 05/09/18 Walmart Sidewalk ~ Curb and		4,640.00		24498	2510 107 430234	350	101000
	Total Check:		4,640.00					
80214S		4187 MONTANA COMMUNITY DEVELOPMENT						
	130149		2,627.00					
1	MCDC0518 05/14/18 FD ~ Training Center Closing		2,627.00		24386	1000 7 420460	350	101000
	Total Check:		2,627.00					
80215S		999999 BRANDEN STEVENS						
	130153		229.00					
1	ATR24391 05/18/18 Travel for NFA		229.00*		24391	1000 7 420460	370	101000
	Total Check:		229.00					
80216S		4019 WEX Bank						
	130101		10,450.20					
1	54116048 05/30/18 FUEL		511.02*		24495	1000 13 460433	231	101000
3	05/30/18 FUEL		2,839.29*		24495	2510 107 430220	231	101000
4	05/30/18 FUEL		709.82*		24495	2520 108 430220	231	101000

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5	05/30/18 FUEL		82.38		24495	6040 910 430220	231	101000
6	05/30/18 FUEL		80.90		24193	5210 22 430530	231	101000
7	05/30/18 FUEL		53.94		24193	5210 80 430540	231	101000
8	05/30/18 FUEL		107.87*		24193	5310 33 430640	231	101000
9	05/30/18 FUEL		134.84		24193	5310 32 430690	231	101000
10	05/30/18 FUEL		970.66*		23485	1000 7 420460	231	101000
11	05/30/18 FUEL		1,041.09		23485	5510 10 420730	231	101000
12	05/30/18 FUEL		2,207.80*		24220	1000 5 420140	231	101000
13	05/30/18 FUEL		135.69		24220	1000 21 440600	231	101000
15	05/30/18 FUEL		623.22		24612	5210 23 430550	231	101000
16	05/30/18 FUEL		623.22		24612	5310 31 430630	231	101000
17	05/30/18 FUEL		328.46*		819	5610 87 430300	231	101000
		Total Check:	10,450.20					
80217S		999999 BETTY VAIL						
		130131	136.25					
	1	TEV23748 05/01/18 RSVP ~ Station Visits	136.25		23748	2985 15 450340	370	101000
		Total Check:	136.25					
80218S		999999 SONJA WOODS						
		130133	136.93					
	1	TEV24688 05/09/18 Library ~ Travel to Helena	136.93		26488	2220 16 460100	370	101000
		Total Check:	136.93					
80219S		523 CITY SERVICE, INC.						
		130136	14,156.00					
	1	W073013 05/04/18 Airport ~ Thief Pump	100.00*		820	5610 87 430300	230	101000
	2	0272837 05/08/18 Airport ~ 5001 Jet Fuel	14,056.00*		823	5610 87 430300	237	101000
		Total Check:	14,156.00					
80220S		999999 KEN STEIN						
		130137	304.53					
	1	55356 05/09/18 City Judge ~ Lodging Conferenc	304.53*		23930	1000 6 410300	370	101000
		Total Check:	304.53					
80221S		4022 MARILYNN FORMAN						
		130142	350.00					
		Bill came in after cut-off that is why it is in May not April.						
	1	MF042018 04/30/18 PD ~ Cleaning April	350.00		24219	1000 5 420140	350	101000
		Total Check:	350.00					
80222S		268 MILES CITY SANITATION INC.						

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	130146		60.00					
1	85122964	05/01/18 Airport ~ Garbage Bins X 2	60.00*		821	5610 87 430300	220	101000
		Total Check:	60.00					
80223S		2166 MUNICIPAL CODE CORP						
	130147		790.00					
1	00308519	05/08/18 Annual Website Hosting	790.00		24558	1000 3 410500	350	101000
		Total Check:	790.00					
80224S		999999 LORRIE PEARCE						
	130151		123.98					
1	TEV24559	05/18/18 Finance ~ clerks conference	123.98*		24559	1000 3 410500	380	101000
		Total Check:	123.98					
80225S		394 BOSS INC						
	130150		666.34					
1	200376-0	03/30/18 Finance ~ Supplies	129.10*		23792	1000 3 410500	210	101000
2	200715-0	04/04/18	129.10*		23792	5210 25 430510	210	101000
3	203468-0	04/20/18	129.10*		23792	5310 29 430610	210	101000
4	204328-0	04/25/18 Jeff Nobel's Office	18.18		24411	1000 4 411100	210	101000
5	204417-0	04/25/18	24.88		24411	1000 4 411100	210	101000
6	203775-0	04/20/18 City Court	196.99		23926	1000 6 410300	533	101000
7	207547-0	05/16/18 Police ~	38.99		24225	1000 5 420140	210	101000
		Total Check:	666.34					
80226S		999999 MONTANA CHAPTER OF ICC						
	130156		100.00					
1	24802	05/22/18 Membership Dues	100.00		24802	2394 18 420531	334	101000
		Total Check:	100.00					
80227S		395 VA MONTANA HEALTHCARE SYSTEM						
	130158		3,115.83					
1	436-17	05/08/18 VA Rent ~ Police Department	3,115.83*		24228	1000 5 420140	530	101000
		Total Check:	3,115.83					
80228S		2865 DEPT OF ENVIRONMENTAL QUALITY						
	130171		30.00					
1	5R1803290	05/07/18 License Renewal Fee ~ T.B.	30.00		24618	5210 23 430550	220	101000
		Total Check:	30.00					
80229S		3292 MONTANA AIR CARTAGE						

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	130172		42.24					
1	683550	04/03/18 WTP ~ Water Testing	42.24		24194	5210 80 430540	352	101000
		Total Check:	42.24					
80230S	2865	DEPT OF ENVIRONMENTAL QUALITY						
	130174		520.00					
1	5R1802722	05/07/18 Licensing Renewals Water/WW	100.00		24200	5210 22 430530	334	101000
2	5R1801716	05/07/18	170.00		24200	5210 80 430540	334	101000
3	5R1801706	05/07/18	250.00*		24200	5310 33 430640	334	101000
		Total Check:	520.00					
80231S	999999	DAWN COLTON						
	130175		163.52					
1	ATR24703	05/21/18 Planning ~ Travel Reimburse	163.52		24703	1000 36 411020	370	101000
		Total Check:	163.52					
80232S	2830	STAR PRINTING & SUPPLY						
	130176		709.87					
1	262972	04/16/18 RSVP ~	274.20		23749	2985 15 450340	220	101000
2	262289	05/25/18 City Court ~ Supplies	4.78		23929	1000 6 410300	214	101000
3	261721	03/20/18 Ambulance Paper & Contract	105.41		24342	5510 10 420730	210	101000
4	263030	05/07/18 FD ~ Paper & Contrat	263.12		24387	1000 7 420460	210	101000
5	262614	04/20/18 Jeff's Office Copier & Paper	31.00*		24413	1000 4 411100	214	101000
6	262614	04/20/18	31.36		24413	1000 4 411100	220	101000
		Total Check:	709.87					
80233S	2450	POSTMASTER (UTILITIES)						
	130189		1,084.86					
1	05/30/18	W/S Postage	542.43			5210 25 430510	311	101000
2	05/30/18		542.43			5310 29 430610	311	101000
		Total Check:	1,084.86					
80236S	4005	DEPT OF LABOR & INDUSTRY						
	130199		240.00					
1	2010ELEV20	05/08/18 Elevator Inspection	240.00		24804	1000 8 411230	220	101000
		Total Check:	240.00					
80237S	572	VERIZON WIRELESS						
	130220		263.70					
1	9806730041	05/07/18 Police ~ ICAC Cell Phone	263.70*		24232	1000 5 420140	220	101000
		Total Check:	263.70					
80238S	870	EAST MAIN ANIMAL CLINIC						

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	130007		1,820.53					
1	EMAC052018 05/01/18 April Fees for Shelter Ani		327.00*		24227	1000 21 440600	350	101000
2	3495 - Hoo 05/30/18 Court Order Owner to Pay F		237.00*		24237	1000 21 440600	350	101000
3	EMAC053018 05/30/18 May Fees for Shelter Anima		1,256.53*		24237	1000 21 440600	350	101000
	Total Check:		1,820.53					
80239S	4182 Jackson Murdo and Grant, P.C.							
	130011		270.00					
1	6128 05/04/18 CCMC ~ Bond Council		270.00		22992	1000 201 431200	350	101000
	Total Check:		270.00					
80240S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL							
	130102		702.70					
1	18749 05/31/18 CITY HALL: RUGS		42.50		18529	1000 8 411230	220	101000
2	18815 05/22/18		28.50		18815	1000 8 411230	220	101000
3	18749 05/17/18 SHOP: RUGS/MOPS		20.50		24806	6040 910 430220	220	101000
4	19230 05/31/18 LIBRARY: RUGS (ANNUAL)		528.00		24697	2220 16 460100	360	101000
5	18255 05/31/18 WWTP: MOPS/TOWELS		23.50		24195	5310 33 430640	360	101000
6	18254 05/10/18 WTP: MOPS/TOWELS		19.20		24195	5210 22 430530	360	101000
7	18522 05/08/18 PD: MATS		13.50		24224	1000 5 420140	360	101000
8	19094 05/31/18		13.50		24229	1000 5 420140	360	101000
9	18808 05/22/18		13.50		24229	1000 5 420140	360	101000
	Total Check:		702.70					
80241S	2305 NOTBOHM MOTORS							
	130104		258.41					
1	40387 05/11/18 Ambulance 26 Engine Lite Check		258.41		24390	5510 10 420730	364	101000
	Total Check:		258.41					
80242S	1721 MID RIVERS TELEPHONE CORP							
	130105		3,229.09					
1	05/30/18 TELEPHONE/INTERNET/CABLE/Judge		114.16		23935	1000 6 410300	345	101000
2	05/30/18 TELEPHONE/INTERNET/CABLE/Judge		55.20		23935	1000 6 410300	347	101000
3	05/30/18 TELEPHONE/INTERNET/CABLE/Libry		136.90		24694	2220 16 460100	345	101000
4	05/30/18 TELEPHONE/INTERNET/CABLE/Libry		94.70		24694	2220 16 460100	347	101000
5	05/30/18 TELEPHONE/INTERNET/CABLE/SmPol		0.00			1000 14 460445	345	101000
6	05/30/18 TELEPHONE/INTERNET/CABLE/ 911		312.09*		24127	2850 105 420140	345	101000
8	05/30/18 TELEPHONE/INTERNET/CABLE/child		21.15*		24233	1000 5 420140	220	101000
9	05/30/18 TELEPHONE/INTERNET/CABLE/rsvp		117.18*		23750	2985 15 450340	345	101004
10	05/30/18 TELEPHONE/INTERNET/CABLE/Airpt		55.39		827	5610 87 430300	345	101000
11	05/30/18 TELEPHONE/INTERNET/CABLE/Airpt		92.45*		827	5610 87 430300	319	101000
12	05/30/18 TELEPHONE/INTERNET/CABLE/Airpt		8.80		827	5610 87 430300	347	101000
14	05/30/18 TELEPHONE/INTERNET/CABLE/mayor		36.16			1000 1 410200	345	101000

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15	05/30/18	TELEPHONE/INTERNET/CABLE/fin	57.59			1000 3 410500	345	101000
16	05/30/18	TELEPHONE/INTERNET/CABLE/fin	19.52			1000 3 410500	347	101000
17	05/30/18	TELEPHONE/INTERNET/CABLE/atny	9.70			1000 4 411100	345	101000
18	05/30/18	TELEPHONE/INTERNET/CABLE/pd	318.17			1000 5 420140	345	101000
19	05/30/18	TELEPHONE/INTERNET/CABLE/pd	65.60			1000 5 420140	347	101000
20	05/30/18	TELEPHONE/INTERNET/CABLE/disp	316.27			1000 5 420160	345	101000
21	05/30/18	TELEPHONE/INTERNET/CABLE/fire	166.90*			1000 7 420460	345	101000
22	05/30/18	TELEPHONE/INTERNET/CABLE/fire	135.60*			1000 7 420460	347	101000
23	05/30/18	TELEPHONE/INTERNET/CABLE/tres	9.70*			1000 9 410540	345	101000
24	05/30/18	TELEPHONE/INTERNET/CABLE/park	45.76			1000 13 460433	345	101000
25	05/30/18	TELEPHONE/INTERNET/CABLE/park	37.60*			1000 13 460433	347	101000
26	05/30/18	TELEPHONE/INTERNET/CABLE/ACtr	40.09			1000 21 440600	345	101000
27	05/30/18	TELEPHONE/INTERNET/CABLE/plng	82.63*			1000 36 411020	345	101000
28	05/30/18	TELEPHONE/INTERNET/CABLE/bldg	26.36			2394 18 420531	345	101000
29	05/30/18	TELEPHONE/INTERNET/CABLE/md204	72.54			2510 107 430220	345	101000
30	05/30/18	TELEPHONE/INTERNET/CABLE/md205	37.86			2520 108 430220	345	101000
31	05/30/18	TELEPHONE/INTERNET/CABLE/wplnt	81.31			5210 22 430530	345	101000
32	05/30/18	TELEPHONE/INTERNET/CABLE/wplnt	80.25			5210 22 430530	347	101000
33	05/30/18	TELEPHONE/INTERNET/CABLE/wtlns	42.02			5210 23 430550	345	101000
34	05/30/18	TELEPHONE/INTERNET/CABLE/wtlns	11.40			5210 23 430550	347	101000
35	05/30/18	TELEPHONE/INTERNET/CABLE/wtadm	52.20			5210 25 430510	345	101000
36	05/30/18	TELEPHONE/INTERNET/CABLE/wtadm	18.21			5210 25 430510	347	101000
37	05/30/18	TELEPHONE/INTERNET/CABLE/wwadm	52.18			5310 29 430610	345	101000
38	05/30/18	TELEPHONE/INTERNET/CABLE/wwadm	19.51*			5310 29 430610	347	101000
39	05/30/18	TELEPHONE/INTERNET/CABLE/swlns	42.01*			5310 31 430630	345	101000
40	05/30/18	TELEPHONE/INTERNET/CABLE/swlns	11.40			5310 31 430630	347	101000
41	05/30/18	TELEPHONE/INTERNET/CABLE/wwpln	40.05			5310 33 430640	345	101000
42	05/30/18	TELEPHONE/INTERNET/CABLE/wwpln	45.60*			5310 33 430640	347	101000
43	05/30/18	TELEPHONE/INTERNET/CABLE/amb	114.49*			5510 10 420730	345	101000
44	05/30/18	TELEPHONE/INTERNET/CABLE/amb	28.24			5510 10 420730	347	101000
45	05/30/18	TELEPHONE/INTERNET/CABLE/shop	43.14*			6040 910 430220	345	101000
46	05/30/18	TELEPHONE/INTERNET/CABLE/shop	61.01*			6040 910 430220	347	101000
		Total Check:	3,229.09					

80243S 316 DATA IMAGING SYSTEMS, INC

	130107		1,457.00					
1	05/30/18	Managed Services	306.74*			1000 3 410500	360	101000
2	05/30/18	Managed Services	143.97*			2394 18 420531	360	101000
3	05/30/18	Managed Services	143.97			5210 25 430510	360	101000
4	05/30/18	Managed Services	76.68			5310 29 430610	360	101000
5	05/30/18	Managed Services	76.68*			1000 1 410200	360	101000
6	05/30/18	Managed Services	151.83			1000 36 411020	360	101000
7	05/30/18	Managed Services	151.83*			5210 23 430550	360	101000
8	05/30/18	Managed Services	108.89			5310 31 430630	360	101000
9	05/30/18	Managed Services	58.28			2510 107 430220	360	101000
10	05/30/18	Managed Services	77.86			2520 108 430220	360	101000
11	05/28/18	Managed Services	160.27*			2394 18 420531	360	101000
		Total Check:	1,457.00					

80244S 4171 Ferguson Waterworks #1701

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	130110		829.86					
1	0680601-1	04/26/18 PUD ~ Meter Repair Parts	280.86		24611	5210 23 430550	230	101000
2	0982352	05/01/18 Electric Meter Registers	549.00		24617	5210 23 430550	214	101000
		Total Check:	829.86					
80245S	4045	LAND SOLUTIONS, INC.						
	130125		4,106.50					
1	LS24702	05/04/18 Planning/Zoning Consulting Se	493.50		24702	1000 36 411020	350	101000
2	LSLLC24704	05/30/18 Consulting Service Plannin	3,613.00		24704	1000 36 411020	350	101000
		Total Check:	4,106.50					
80246S	1407	KADRMAS LEE & JACKSON INC						
	130126		50,934.34					
1	10099264	04/23/18 Dispatch ~ GIS Data Maint	308.38*		24123	2850 105 420140	350	101000
2	10099854	05/10/18 Darling Addition ~ Utilities	45,115.06		24500	2821 95 430233	935	102131
3	10099857	05/10/18 Flood ~ Program Management	4,586.73		22993	1000 201 431200	350	101000
4	10099858	05/10/18 GR & Public Relations	153.30		22993	1000 201 431200	350	101000
5	10100334	05/21/18 GIS Data Managment	770.87*			2850 105 420140	350	101000
		Total Check:	50,934.34					
80247S	2591	ROCKY MOUNTAIN AIR INC						
	130127		3,500.00					
1	50163	04/23/18 Quincy Pump ~	1,750.00		24181	5210 22 430530	230	101000
2	50163	04/23/18	1,750.00		24181	5210 80 430540	230	101000
		Total Check:	3,500.00					
80248S	406	BRODY CHEMICAL						
	130128		1,998.49					
1	447460	04/29/18 Cal Hypo Granular	1,203.49		2419	5310 32 430690	222	101000
2	447460	04/29/18 Cal Hypo Tabs	795.00		2419	1000 14 460445	222	101000
		Total Check:	1,998.49					
80249S	2961	TW ENTERPRISES INC						
	130129		1,214.79					
1	36299	04/30/18 WWTP~ Generator Trailer	225.00		24191	5310 33 430640	360	101000
2	36299	04/30/18	41.96		24191	5310 33 430640	230	101000
3	36298	04/30/18	805.00		24191	5310 32 430690	360	101000
4	36298	04/30/18	142.83		24191	5310 32 430690	230	101000
		Total Check:	1,214.79					
80250S	4101	LOSINSKI PLUMBING						

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	130130		300.00					
1	965578	04/18/18 Lift Station ~ Riverside Park	300.00		24616	5310 31 430630	220	101000
		Total Check:	300.00					
80251S	1533	LOCAL TECHNICAL ASSISTANCE						
	130132		450.00					
1	535-4	04/30/18 Flagger Certifications	200.00		24496	2510 107 430220	380	101000
2	535-4	04/30/18	50.00		24496	2520 108 430220	380	101000
3	535-4	04/30/18	100.00*		24496	5210 23 430550	380	101000
4	535-4	04/30/18	100.00		24496	5310 31 430630	380	101000
		Total Check:	450.00					
80252S	4125	Axeman						
	130138		340.00					
1	63951-01	03/01/18 FD~ EV1 Traditional	340.00		24384	1000 7 420460	220	101000
		Total Check:	340.00					
80253S	869	EAST MONT COMMUNICATIONS						
	130139		338.00					
1	24149	04/24/18 FD ~ Engine Mic	248.00		24381	1000 7 420460	220	101000
2	28165	05/08/15 Update Program for lift statio	90.00		24197	5310 32 430690	360	101000
		Total Check:	338.00					
80254S	2475	PRAX AIR						
	130141		72.54					
1	82775397	04/30/18 Ambulace ~ Oxygen	72.54		24382	5510 10 420730	222	101000
		Total Check:	72.54					
80255S	4021	LUCI'S OFFICE, INC						
	130143		25.70					
1	1109	04/11/18 PD ~ Domains for PD Website	25.70		24221	1000 5 420140	350	101000
		Total Check:	25.70					
80256S	999999	PEDAL POWER SPORTS						
	130144		131.50					
1	221146	04/27/18 PD ~ Bikes for Patrol Bucking	131.50		24222	1000 5 420140	350	101000
		Total Check:	131.50					
80257S	4151	Eleanor P Lavin						

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	130145		200.00					
1	EL05012018	05/01/18 PD ~ Health Consultation	200.00		24223	1000 5 420140	350	101000
		Total Check:	200.00					
80258S		872 EASTERN MONTANA IND						
	130152		650.00					
1	470674	04/03/18 Library ~ April Cleaning	325.00		24691	2220 16 460100	360	101000
2	470676	05/31/18 Library ~ May Cleaning	325.00		24699	2220 16 460100	360	101000
		Total Check:	650.00					
80259S		999999 PROFESSIONAL DISPATCH MANAG. 911						
	130155		300.00					
1	20018-5-14	05/14/18 Training ~ Legal Liability	300.00		24126	1000 5 420140	380	101000
		Total Check:	300.00					
80260S		4062 SCL HEALTH ~ Supplies						
	130159		168.54					
1	5595	04/30/18 Ambulance Supplies	215.99		24388	5510 10 420730	222	101000
2	5595	04/30/18 Credit Applied	-47.45		24388	5510 10 420730	222	101000
		Total Check:	168.54					
80261S		4013 SOLESTONE REIMB SERVICES						
	130160		2,972.25					
1	9667	05/11/18 April ~ Ambulance Billing	2,972.25*		24389	5510 10 420730	350	101000
		Total Check:	2,972.25					
80262S		1426 KIWI PETES TREE SERVICE						
	130161		5,260.00					
1	1818-48	05/15/18 Tree Removal ~ Tree by Pond	750.00		24801	1000 13 460433	350	101000
2	533087	05/16/18 Stump Removal Custer/Jordan	2,800.00		24801	2510 107 430234	350	101000
3	433088	05/25/18 Stumps ~ Yellowstone	1,710.00		24808	2510 107 430234	350	101000
		Total Check:	5,260.00					
80263S		1921 Montana Municipal Interlocal						
	130162		5,639.27					
1	418012	05/04/18 Deductible Recovery	4,511.42*		24499	2510 107 430220	513	101000
2	418012	05/04/18	1,127.85*		24499	2520 108 430220	513	101000
		Total Check:	5,639.27					
80264S		4070 CALIFORNIA CONTRACTORS SUPPLIES						

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	130163		107.70					
1	89372 05/04/18	WWTP~ Super Wipes	35.90		24199	5210 22 430530	220	101000
2	89372 05/04/18		35.90		24199	5310 33 430640	220	101000
3	05/04/18		35.90		24199	5310 32 430690	220	101000
		Total Check:	107.70					
80265S		2510 QUAD K SUPPLY						
	130164		253.25					
1	51373 05/15/18	Fire Department ~ Cleaning Sup	182.34		24392	1000 7 420460	220	101000
2	51373 05/15/18		70.91		24392	5510 10 420730	220	101000
		Total Check:	253.25					
80266S		730 DEMCO						
	130165		273.28					
1	6379495 05/17/18	Library Reading Program	273.28		24693	2220 16 460100	210	101000
		Total Check:	273.28					
80267S		999999 OVERDRIVE, INC						
	130166		2,334.30					
1	1526180888 05/16/18	Library ~ Content Purchase	2,334.30		24692	2220 16 460100	350	101000
		Total Check:	2,334.30					
80268S		284 AQUA PURE						
	130167		7,638.00					
1	MCWMT1801 04/16/18	Water Plant ~ Polymer	7,638.00		24198	5210 80 430540	222	101000
		Total Check:	7,638.00					
80269S		283 MONTANA STATE LIBRARY						
	130168		2,869.41					
1	051718MSC 05/17/18	Library ~ Shared Catalog	2,869.41		24689	2220 16 460100	350	101000
		Total Check:	2,869.41					
80270S		4027 THOMSON REUTERS						
	130169		235.00					
1	838205031 05/04/18	MT Rules of Court 2018	235.00		23931	1000 6 410300	382	101000
		Total Check:	235.00					
80271S		2270 NORTHWEST PIPE INC						

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	130170		2,658.54					
1	1967964	05/07/18 Utilities ~ Coupling Valve	2,658.54		24615	5210 23 430550	234	101000
		Total Check:	2,658.54					
80272S	790	DPC INDUSTRIES						
	130173		1,683.80					
1	DE72000108	04/30/18 WTP ~ Demurrage	50.00		24196	5210 80 430540	222	101000
2	DE72000108	04/30/18 WWTP ~ Demurrage	50.00		24196	5310 33 430640	222	101000
3	727000093-	05/08/18 Chlorine	1,583.80			5210 80 430540	222	101000
		Total Check:	1,683.80					
80273S	1535	LUCAS & TONN PC						
	130178		100.00					
1	L&T052418	05/24/18 West Law ~ Professional Ser	100.00*			1000 4 411100	350	101000
		Total Check:	100.00					
80274S	999999	FAIRMONT HOT SPRINGS						
	130180		95.00					
1	R84360	05/15/18 Judges Fall Conference 18'	95.00		23932	1000 6 410300	533	101000
		Total Check:	95.00					
80275S	4134	Fickler Oil Company, Inc.						
	130181		836.76					
1	64623	05/08/18 Oil	334.70*		24075	2510 107 430220	231	101000
2	64623	05/08/18	83.68*		24075	2520 108 430220	231	101000
3	64623	05/08/18	209.19		24075	5210 23 430550	231	101000
4	64623	05/08/18	209.19		24075	5310 31 430630	231	101000
		Total Check:	836.76					
80276S	999999	TRUE NORTH STEEL						
	130182		24,961.00					
Bids scanned with PO								
1	FS00004083	05/21/18 Airport ~ 12,000 Fuel Tank	24,961.00*		825	5610 87 430320	940	101000
		Total Check:	24,961.00					
80277S	52	ABC GLASS & SIGNS, INC.						
	130183		550.00					
1	I0049676	05/03/18 Glass for Unity #37 & #46	220.00*		24077	2510 107 430220	363	101000
2	I0049676	05/03/18	55.00		24077	2520 108 430220	363	101000
3	I0049676	05/03/18	137.50		24077	5210 23 430550	363	101000
4	I0049676	05/03/18	137.50		24077	5310 31 430630	363	101000
		Total Check:	550.00					
80278S	800	DOEDEN CONSTRUCTION						

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	130184		3,053.34					
1	54583	05/01/18 Riverside Sewer Barrel	700.00		24619	5310 31 430630	233	101000
2	54604	05/07/18 Bridge & 9th	630.00		24619	5210 23 430550	220	101000
3	54697	05/31/18 909 Sutton & Tompy	561.00		24622	5210 23 430550	235	101000
4	54651	05/21/18 Denton Field Project	583.00		24803	4000 501 410100	940	101000
5	54669	05/24/18	258.00		24803	4000 501 410100	940	101000
6	54674	05/24/18	164.00		24803	4000 501 410100	940	101000
7	80029	05/03/18 Rock	157.34		24803	2510 107 430234	350	101000
		Total Check:	3,053.34					
80279S	2560	REGAN PLUMBING & HEATING						
	130185		1,078.72					
1	218-54680	05/07/18 PUD ~ Supplies	122.42		24621	5210 23 430550	230	101000
2	218-54634	04/26/18 Wibaux Park ~ Supplies	63.27*		24807	1000 13 460433	230	101000
3	218-54681	04/26/18 Riverside Park ~	288.86*		24807	1000 13 460433	230	101000
4	218-54681	04/26/18 Supplies	4.95*		24807	1000 13 460433	230	101000
5	218-54735	04/26/18 Supplies	599.22*		24807	1000 13 460433	230	101000
		Total Check:	1,078.72					
80280S	4186	Bucky Johnson						
	130186		39.05					
1	169312330	05/04/18 PUD ~ Bucky's Cell Phone	19.53		24620	5210 23 430550	345	101000
2	169312330	05/04/18	19.52*		24620	5310 31 430630	345	101000
		Total Check:	39.05					
80281S	408	BRENNTAG PACIFIC, INC.						
	130187		7,393.50					
1	BPI836439	05/04/18 WC 9922 Polymer	7,393.50		24752	5210 80 430540	222	101000
		Total Check:	7,393.50					
80282S	2871	THATCHER CHEMICAL CO						
	130188		5,242.01					
1	347182	05/18/18 Aluminume Sulphate	5,242.01		24751	5210 80 430540	222	101000
		Total Check:	5,242.01					
80283S	2910	TONGUE RIVER ELECTRIC						
	130192		451.85					
1	TRECO52518	05/25/18 Southgate Lighting	401.84			2450 51 430263	341	101000
2	DTRECO0525	05/25/18 Garfield 911	50.01		24120	2850 105 420140	341	101000
		Total Check:	451.85					
80284S	353	BIG SKY ELEVATOR SERVICE LLC						

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	130193		600.00					
1	2754 05/29/18	Yearly Maintenance Elevator	600.00*		24809	1000 8 411230	360	101000
		Total Check:	600.00					
80285S	4146	Car Quest - East-Mont Auto						
	130194		3,324.99					
1	145556 05/31/18	Cool Tech ~ Special Order	3,324.99*		24079	6040 910 430220	214	101000
		Total Check:	3,324.99					
80286S	498	CENTURY LINK						
	130195		1,941.84					
1	CL24130 05/21/18	Dispatch ~ 911 Phone System	1,941.84*		24130	2850 105 420140	345	101000
		Total Check:	1,941.84					
80287S	523	CITY SERVICE, INC.						
	130196		42,772.56					
1	0277161 05/29/18	Airport ~ 5104 Gallons LLAV F	20,742.85*		829	5610 87 430300	237	101000
2	0276684 05/25/18	Airport ~ 7505 Jet Fuel	22,029.71*		826	5610 87 430300	237	101000
		Total Check:	42,772.56					
80288S	700	CUSTER COUNTY WATER & SEWER						
	130197		14,660.87					
1	CCWSD05201 05/31/18	Monthly Collections ~ May	14,660.87			7980 211020		101000
		Total Check:	14,660.87					
80289S	721	DALES CLEANING SERVICE						
	130198		600.00					
1	DCS052018 05/29/18	City Hall Cleaning Service	600.00*		24811	1000 8 411230	360	101000
		Total Check:	600.00					
80290S	4112	FARMERS BROTHERS COFFEE						
	130200		64.58					
1	67977236 05/16/18	Airport ~ Coffee	64.58*		824	5610 87 430300	220	101000
		Total Check:	64.58					
80291S	313	FASTENAL						
	130201		520.64					
1	66847 05/31/18	Ladders	208.26*		24081	2510 107 430220	363	101000
2	66847 05/31/18		52.06		24081	2520 108 430220	363	101000
3	66847 05/31/18		130.16		24081	5210 23 430550	363	101000

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4	66847 05/31/18		130.16		24081	5310 31 430630	363	101000
		Total Check:	520.64					
80292S	1120	GLADER ELECTRIC CO						
	130202		9,484.79					
1	85233 05/17/18	City Court ~ New Lights / Labo	1,851.00		23936	1000 6 410300	360	101000
2	85232 05/17/18	Finance / Water Department	415.00*		24563	1000 3 410500	230	101000
3	85231 05/17/18		920.00*		24563	5210 25 430510	230	101000
4	85231 05/17/18		920.00*		24563	5310 29 430610	230	101000
5	84847 05/01/18	Led Lighting E&O	1,845.00		24815	2394 18 420531	214	101000
6	84813 05/01/18		214.54		24815	2394 18 420531	214	101000
7	84847 05/03/18	Connor's Stadium	88.24		24815	4000 501 410100	940	101000
8	84883 05/15/18		174.98		24815	4000 501 410100	940	101000
9	85105 05/31/18	Balsam	500.00*		24815	2430 49 430263	230	101000
10	85236 05/25/18		1,000.00*		24815	2430 49 430263	230	101000
11	84923 05/15/18	Main Street	306.20		24815	2440 50 430263	230	101000
12	84976 05/18/18	T. River Bridge	69.27*		24815	2440 50 430263	360	101000
13	84976 05/02/18	Parks	405.56		24815	1000 13 460433	220	101000
14	84976 05/16/18		775.00			1000 13 460433	350	101000
		Total Check:	9,484.79					
80293S	4046	BILL RONNING						
	130203		60.50					
1	1698032923 05/21/18	May Cell Phone Reimburseme	48.40		24814	2510 107 430220	345	101000
2	1698032923 05/21/18		12.10		24814	2520 108 430220	345	101000
		Total Check:	60.50					
80294S	1286	DENNIS HIRSCH						
	130204		5,206.80					
1	DHC052018 05/31/18	May ~ Building Permits	5,206.80		24812	2394 18 420531	350	101000
		Total Check:	5,206.80					
80295S	910	EVERGREEN LANDSCAPING						
	130205		187.50					
1	17325 05/15/18	Parks ~ Lawn Seed	187.50*		24805	1000 13 460433	230	101000
		Total Check:	187.50					
80296S	267	HAYNES ENTERPRISES						
	130206		4,584.19					
1	3165 05/25/18	Sprinklers ~ Walmart	89.74		24810	2510 107 430220	230	101000
2	3173 05/31/18	Dirt & Seed	125.00		24810	2510 107 430220	230	101000
3	3174 05/31/18	Stower	1,116.00		24810	2510 107 430234	350	101000
4	3174 05/31/18		644.85		24810	2510 107 430235	230	101000

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5	3175	05/31/18 Leighton	1,380.00		24810	2510 107 430234	350	101000
6	3175	05/31/18	40.60		24810	2510 107 430235	230	101000
7	3191	05/31/18 Stower ~ Curb Work	1,188.00		24816	2510 107 430234	350	101000
		Total Check:	4,584.19					
80297S		1896 HAWKINS, INC						
		130207	683.20					
1	4285851	05/22/18 WTP ~ Floride	683.20		24754	5210 80 430540	222	101000
		Total Check:	683.20					
80298S		4130 IBS, Inc.						
		130208	439.36					
1	673449-1	05/25/18 PUD ~ Misc Supplies	175.74*		24082	2510 107 430220	363	101000
2	673449-1	05/25/18	43.94		24082	2520 108 430220	363	101000
3	673449-1	05/25/18	109.84		24082	5210 23 430550	363	101000
4	673449-1	05/25/18	109.84		24082	5310 31 430630	363	101000
		Total Check:	439.36					
80299S		1825 MILES COMMUNITY COLLEGE						
		130209	125.00					
1	4801	05/25/18 Workforce Training	90.00		24394	1000 7 420460	380	101000
2	4801	05/25/18	35.00		24394	5510 10 420730	380	101000
		Total Check:	125.00					
80300S		4022 MARILYNN FORMAN						
		130210	350.00					
1	MF052018	05/30/18 PD ~ Cleaning May	350.00		24219	1000 5 420140	350	101000
		Total Check:	350.00					
80301S		1810 MILES CITY VET SERVICE						
		130212	476.02					
1	206802	05/30/18 Emergency Services	476.02*		24238	1000 21 440600	350	101000
		Total Check:	476.02					
80302S		3292 MONTANA AIR CARTAGE						
		130213	42.24					
1	682120	05/31/18 Shipping ~ Window Panes	33.79*		24085	2510 107 430220	363	101000
2	682120	05/31/18	8.45		24085	2520 108 430220	363	101000
		Total Check:	42.24					
80303S		2152 MONTANA MAGISTRATES ASSO						

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	130214		200.00					
1	MMA20055 05/20/17 Montana Magistrates Annual		200.00		23934	1000 6 410300	334	101000
		Total Check:	200.00					
80304S		1939 MONTANA HISTORICAL SOCIETY						
	130215		585.00					
1	LIB-18-74 05/25/18 Library ~ newspaper convert		585.00		24695	2220 16 460100	382	101000
		Total Check:	585.00					
80305S		2903 TIRE-RAMA						
	130217		3,255.86					
1	1060201109 05/22/18 Unit #43		574.59*		24078	2510 107 430220	363	101000
2	1060201109 05/22/18		143.65		24078	2520 108 430220	363	101000
3	1060200234 05/03/18 FD ~ E9 Tires		2,537.62		24380	1000 7 420460	364	101000
		Total Check:	3,255.86					
80306S		999999 T K STEEL						
	130218		5,850.00					
1	53018 05/30/18 Denton Field ~ Stairs		5,850.00		24069	4000 501 410100	940	101000
		Total Check:	5,850.00					
80307S		572 VERIZON WIRELESS						
	130219		87.39					
1	9807793345 05/25/18 Fire Department ~ Cell Pho		62.92*		24396	1000 7 420460	345	101000
2	9807793345 05/25/18		24.47*		24396	5510 10 420730	345	101000
		Total Check:	87.39					
80308S		2151 System Technology Consultants						
	130221		2,595.00					
1	30589 05/25/18 Garfield /Custer 911 Service		2,595.00*		24131	2850 105 420140	350	101000
		Total Check:	2,595.00					
80309S		3039 UTILITIES UNDERGROUND LOCATION						
	130222		216.66					
1	8055084 05/31/18 May Locates		108.33		24623	5210 23 430550	350	101000
2	8055084 05/31/18		108.33		24623	5310 31 430630	350	101000
		Total Check:	216.66					
80310S		999999 PAULETTE HANIC						

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	130223		67.85					
1	71330 05/31/18 Water / Sewer Refund		67.85			5210 214010		101000
	Total Check:		67.85					
80311S		999999 JASON COLEMAN						
	130224		200.87					
1	71329 05/31/18 Water / Sewer Refund		200.87			5210 214010		101000
	Total Check:		200.87					
80312S		999999 TAMMY PEACOCK						
	130225		97.10					
1	71328 05/31/18 Water / Sewer Refund		97.10			5210 214010		101000
	Total Check:		97.10					
80313S		999999 FAITH BAKER						
	130226		100.89					
1	71327 05/31/18 Water / Sewer Refund		100.89			5210 214010		101000
	Total Check:		100.89					
80314S		999999 SHELLY BEELER						
	130227		2.62					
1	71326 05/31/18 Water / Sewer Refund		2.62			5210 214010		101000
	Total Check:		2.62					
80315S		999999 LOWELL JOHNSTON						
	130228		89.45					
1	71325 05/31/18 Water / Sewer Refund		89.45			5210 214010		101000
	Total Check:		89.45					
80316S		999999 JAKE OR KARLA KARNES						
	130229		99.74					
1	71324 05/31/18 Water / Sewer Refund		99.74			5210 214010		101000
	Total Check:		99.74					
80317S		999999 BRITTANY BREKKE						
	130230		111.41					
1	71323 05/31/18 Water / Sewer Refund		111.41			5210 214010		101000
	Total Check:		111.41					
80318S		999999 LOGAN QUALMANN						

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	130231		19.09					
1	71322	05/31/18 Water / Sewer Refund	19.09			5210 214010		101000
		Total Check:	19.09					
80319S	999999	MIKAYLA BOYLE						
	130232		47.97					
1	71321	05/31/18 Water / Sewer Refund	47.97			5210 214010		101000
		Total Check:	47.97					
80320S	2914	TOURISM BUSINESS IMPROVEMENT						
	130244		9,582.00					
1	DBID052018	05/31/18 TBID ~ Monthly	9,582.00			7370 212500		101000
		Total Check:	9,582.00					
	# of Claims	125	Total:	385,945.88				