



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*March 12, 2019
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- | | |
|---------------------------------|-----------|
| A. Regular City Council Meeting | 2/26/2019 |
| B. Human Resource Meeting | 3/05/2019 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

Tom Speelmon- Sarah Robbins from RATES with discussion on lowering fluoride from 1.0mg/l to 0.7mg/l

Lorrie Pearce- Letter of Support

Police Chief Colombik- Commendations

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

10. BID OPENINGS-

11. BID AWARDS

12. PUBLIC HEARINGS

13. UNFINISHED BUSINESS

14. NEW BUSINESS

A. **RESOLUTION NO. 4238- A Resolution Approving Grant Awards to RSVP
From the Corporation for National and Community Service**

B. **RESOLUTION NO. 4239- a Resolution Authorizing the City of Mile City to
Enter Into an Agreement Entitled "State of Montana Agreement" With the State
of Montana Historic Preservation Office for Partial Funding of the Historic
Preservation Officer Position**

- C. **RESOLUTION NO. 4240- A Resolution Authorizing the City of Miles City to Enter Into an Amendment to Task Order With Kadrmas, Lee & Jackson, INC. Related to the Darling Addition Street and Utilities Rehabilitation Project**
- D. **RESOLUTION NO. 4241- A Resolution Authorizing the City of Miles City to Enter Into a Short Form of Agreement Between Owner and Engineer for Professional Services With Interstate Engineering, Inc. Related to the Miles City Water Intake Preliminary Engineering Report**
- E. **RESOLUTION NO. 4242- A Resolution Granting Access to City Property For the Montana Department of Transportation to Conduct Survey Operations**
- F. **ORDINANCE NO. 1330- *(First Reading)* An Ordinance Amending Sections 2-246 and 2-247 of the Code of Ordinances of Miles City, Montana, With Regards to Advertisement and Opening of Bids for Purchase of Equipment**
- G. **APPROVAL OF FEBRUARY CLAIMS**

15. **ADJOURNMENT**

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

Minutes

Resident Gary Ryder, 15 South Strevell reported that he received the agenda but did not receive the Council Packet for the meeting.

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Samantha Malenovsky- United States Army Corps of Engineering Alternative Meeting

At the meeting twenty nine alternatives were discussed and eight were agreed on to be feasible. The Army Corps will review the eight items for cost analysis and feasibility to the City. Their recommendations may be presented at the October meeting. She also updated Council on the slough, saying that a base map has been created and a hydraulic map is being developed that shows the flow of the slough.

Support Letter- Asked for Council support for two Homeland Security grants. Department of Emergency Services has applied for the grant on behalf of the City. The grant will relocate the law enforcement fire repeater from the Veteran Administration Building to the top of the water tank.

The second support letter is a grant for the waste water treatment plant to purchase an influent pump. The cost would be approximately \$83,500 for the purchase and \$12,000 from Montana Dakota Utilities to install a natural gas line.

****** *Councilperson Uden moved to approve the support letters, seconded by Councilperson Erlenbusch. The motion passed unanimously 6-0*

Doug Colombik- Highlighted the breakdown of felony cases work for 2018. There were one hundred and seventy cases which resulted in multiple felony investigations totaling two hundred and eighty cases.

Scott Gray- Explained to Council that Garfield School is in the City's snow route policy. The City received a lot of snow in a couple of days and residents need to be patient. Snow removal was being completed on Saturday, Sunday and part of Monday to open the arterial routes. Some areas the City can plow and berm the snow, but in narrower streets the berm needs to be removed immediately, which takes more time. He felt the City crew was on time with the snow removal schedule.

CITY COUNCIL COMMENTS

None

MAYOR COMMENTS

Commended the Public Utility Workers for being out in the harsh weather repairing a water break.

COMMITTEE RECOMMENDATIONS

Public Service Committee Recommendations:

Recommend installing a one hour parking sign at 1620 Main Street (If MC Electric, LLC pays for the sign)

*** Councilperson Uden moved to approve installing a one hour parking sign at 1620 Main Street, seconded by Councilperson Erlenbusch.*

Councilperson Uden explained that MC Electric has four employees and there is no parking area for them. When Mangan Electric owned the business there was very little traffic and one employee, so there was no parking problems. He added that the high school students take all available spots.

Councilperson Galbraith asked for the sign policy to be reviewed. She said that some businesses pay a yearly fee for certain signs and felt the City should be uniform on the fees.

*** Motion passed unanimously 6-0*

Recommend installing yield sign on each side of Palmer and 12th Street

*** Councilperson Uden moved to approve installing a yield sign on the North and South side of Palmer on 12th Street, seconded by Councilperson Andrews.*

Councilperson Uden explained that Palmer Street is being used as a through street and thought if a yield sign instead of a stop sign was installed it may slow the traffic down and prevent accidents. Chief Colombik added that there are a lot of accidents in that intersection.

*** Motion passed unanimously 6-0*

Recommend designating a one way street on Dickinson Street from South Montana to South Lake Street (Signs would point toward Haynes and designation would be implemented after letters are sent to residents in that area and returned as the majority approves)

*** Councilperson Andrews moved to approve designating a one way street on Dickinson Street from South Montana to South Lake Street, seconded by Councilperson Erlenbusch.*

Discussion followed:

- Councilperson Galbraith suggested no parking on one side
- Councilperson Huber explained that a one way street would head East from Montana to Lake and felt it would be a better shot to get through the street

*** Councilperson Galbraith moved to amend the motion to postpone the installation until letters were received back from residents, seconded by Councilperson Erlenbusch.*

- Resident Elizabeth Patten, 612 South Montana felt that scheduling parking would work well. The scheduling would be changed from one side to the other side every other day. It would make snow removal easier
- Resident Gary Ryder, 15 South Strevell asked if it was in the area of the new bank construction
- Councilperson Andrews asked if letters would be sent to home owners or the entire City. After a short conversation, Council felt sending letters to immediate residents would be ample.

*** The amended motion passed unanimously 6-0*

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

A. Appeal of Floodplain Permit Denial on Ellis Rentals, located at 900 Albert Ave. lots 37 & 47

Mayor Hollowell adjourned the hearing according to MCA Statue 7-1-4131(5) until April 9, 2019.

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

B. Floodplain Variance Application re: Variance Exception on Ellis Rentals, located at 900 Albert Ave. lots 37& 47

Mayor Hollowell adjourned the hearing according to MCA Statue 7-1-4131(5) until April 9, 2019.

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

UNFINISHED BUSINESS

- A. RESOLUTION NO. 4230- A Resolution Authorizing the Assignment of a Certain Lease Agreement Between the City of Miles City and Russell E. Van Dyke to Mike Miller For the Lease of Mobile Home Space in Bender Park**

****** *Councilperson Uden moved to approve the Resolution, read by title only, seconded by Councilperson Erlenbusch and, on roll call vote, passed, 6-0. Resolution No. 4230 was adopted.*

NEW BUSINESS

- A. Appeal of Floodplain Permit Denial on Ellis Rentals, located at 900 Albert Ave. lots 37 & 47**

Mayor Hollowell adjourned the hearing on the appeal until April 9, 2019, and the decision on the appeal application was removed from the agenda and will be placed on the agenda for the Council meeting April 9, 2019

- B. Floodplain Variance Application re: Variance Exception on Ellis Rentals, located at 900 Albert Ave. lots 37& 47**

Mayor Hollowell adjourned the hearing on the appeal until April 9, 2019, and the decision on the appeal application was removed from the agenda and will be placed on the agenda for the Council meeting April 9, 2019

- C. RESOLUTION NO. 4236- A Resolution Adopting a Revised Program for Public Information Pertaining to the Miles City Floodplain and Floodway**

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

Administrator Malenovsky explained the changes:

- Insurance policies that are currently being enforced are changing
- Added social media outlets
- Real Estate agents will post on all listings if property is located within the floodway
- Nexel was added to communicate warnings to the public.

****** *On roll call vote, passed unanimously, 6-0*

D. RESOLUTION NO. 4237- A Resolution Establishing Wages and Salaries for City Employees for Fiscal Year 2018-2019

****** *Councilperson Galbraith moved to approve the Resolution, read by title only, seconded by Councilperson Andrews and, on roll call vote, passed, 5-1 with Councilperson Uden voting no*

ADJOURNMENT

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

The meeting was adjourned at 7:04 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

Human Resources Committee
March 5, 2019

The **Human Resources Committee** met Tuesday, March 5, 2019, at 6:00 p.m. in the Conference Room at City Hall. Present were Committee Members John Uden, Susanne Galbraith, and Jeff Erlenbusch. Excused was Committee Member Kathy Wilcox. Also present were Police Chief Doug Colombik, Mayor John Hollowell, City Clerk Lorrie Pearce, City Planner-in-Training Ally Capps and Human Resources Officer/Recorder Linda Wilkins.

Committee Member Jeff Erlenbusch called the meeting to order.

1. Request of Citizens
None

2. Committee Member Comments
None

4. Discussion and Recommendation: Proposal to combine City Planner-in-Training & Urban Renewal (Historic Preservation/TIFD) Position Descriptions (Mayor)

There was discussion on combining the two positions. Committee Member Erlenbusch commented that he thought the two positions were a good fit together. Planner Capps has set up meetings to meet with the Historic Preservation Committee and the TIFD Committee to get their input. Committee Member Galbraith commented that with annexation coming up, the planning that goes with building a new facility and having to learn everything in both positions that it was too much work for one person. Committee Member Uden wasn't sure if it was too much for one person to handle, but thought that Planner Capps would let someone know if the work load was too much. He would like to give someone a chance. Committee Member Galbraith also commented that the City has paid a considerable amount for professional services to train and bring Planner Capps up to speed in areas she was not familiar with. Planner Capps said that there will always be professional services and annexation will be expensive. She thinks the two positions fit together and provides for networking. The HP and TIFD committees have expressed a willingness to help her. Committee Member Erlenbusch commented that planning would always come first. Committee Member Galbraith said that 50% of the planning budget comes from sewer, water and streets, how do you fit all the duties together from a budget standpoint. She would like to hear what Directors Gray and Speelmon have to say. Mayor Hollowell stated that he sees a lot of work. He thought it would be good to look at a probationary period. The last time the Urban Renewal position was posted it took several months to fill the position. Committee Erlenbusch commented that there are members on the two committees who could help with the work required, this should be discussed with the committees.

***Committee Member Uden moved that the proposal of combining the two positions be approved by the committee on a three month probationary basis, seconded by Committee Member Erlenbusch.*

After further discussion it was decided that the probationary period should be extended.

***Committee Member Uden amended his motion to include a secondary three month probationary period, seconded by Committee Member Erlenbusch. On roll call vote the amending motion passed 2-1. Committee Member Galbraith voting nay.*

***On roll call vote the original motion passed as amended 2-1. Committee Member Galbraith voting nay.*

5. Discussion and Recommendation: Wage Scales, potential revisions (Linda)

HR Officer Wilkins presented the revised wage scale matrix to the committee for their review. The matrix was updated to ten years.

***Committee Member Galbraith moved to recommend approval of the wage scale, seconded by Committee Member Erlenbusch. On roll call vote the motion passed 3-0.*

6. Other
None

7. Next Meeting: To be determined
Deferred

8. Adjournment

***Committee Member Galbraith moved to adjourn, seconded by Committee Member Uden. The motion passed unanimously 3-0.*

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

Respectfully submitted,

Committee Member Jeff Erlenbusch

Recorder Linda Wilkins

New Business

RESOLUTION NO. 4238

A RESOLUTION APPROVING GRANT AWARDS TO RSVP FROM THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE.

WHEREAS, the City of Miles City sponsors the Retired Senior Volunteer Program (RSVP);

AND WHEREAS, the Corporation for National and Community Service has provided RSVP through the City with two grants, in the amounts of \$78,912 and \$500, totaling \$79,412 for FY2018-2019;

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

1. The City of Miles City, on behalf of RSVP, hereby accepts the Corporation for National and Community Service grants, in the amounts of \$78,912 and \$500, as set forth in Exhibits "A" and "B," attached hereto and incorporated by this reference; and agrees to accept the "Terms of Acceptance" referenced therein.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute any documents necessary to complete the award of said grants on behalf of the City of Miles City and RSVP, and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 12TH DAY OF MARCH, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Notice of Grant Award

Corporation for National and Community Service
601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Retired and Senior Volunteer Program

Grantee

City of Miles City

EIN: 816001292

17 S 8th St PO Box 910 Miles City MT 59301-3214

DUNS: 134230325

Award Information

Agreement No.:	17SRPMT001	Performance Period:	07/01/2017 - 06/30/2020
Amendment No.:	3	Budget Period:	07/01/2018 - 06/30/2019
CFDA No.:	94.002	Grant Year:	2

Award Description

This amendment award action provides FY19 funding in the amount of \$500, bringing the total grant award to \$ \$79,412. These one-time funds are to be used to provide the financial resources to run Criminal History Checks (CHC) for ALL covered positions. These funds are not subject to matching requirements or as it relates to FGP and SCP DBR requirements. Excess funds available after CHC checks have been completed can be used for other authorized expenses within the approved budget.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 2	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$500	\$500
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$500	\$500

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$157,824
Total CNCS Funds Awarded to Date	\$158,324

Funding Source and Amount

2019--OPE1-P74-OPO-22300-4101	\$500.00
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Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2018GeneralTC508-20171101.pdf> and the Program Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/FinalFY2018RSVP508Reviewed20180105.pdf>. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service;

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Retired and Senior Volunteer Program Grantee

City of Miles City
17 S 8th St PO Box 910 Miles City MT 59301-3214

EIN: 816001292
DUNS: 134230325

Corporation for National and Community Service:



12/21/2018

City of Miles City
Legal Applicant

Signature Award Date

Keisa Thompson
Senior Grants Officer

Betty Vail
Project Director

Keisa Thompson, 215-964-6334
Grants Officer

Betty Vail
Certifying Official/Executive Officer

Christina Bateman-Schlepp, 202-606-5000
Program Officer

Notice of Grant Award

Corporation for National and Community Service
601 Walnut Street, Suite 876 E.
Philadelphia, PA 19106-3323

Retired and Senior Volunteer Program Grantee

City of Miles City
17 S 8th St PO Box 910 Miles City MT 59301-3214

EIN: 816001292
DUNS: 134230325

Award Information

Agreement No.:	17SRPMT001	Performance Period:	07/01/2017 - 06/30/2020
Amendment No.:	2	Budget Period:	07/01/2018 - 06/30/2019
CFDA No.:	94.002	Grant Year:	2

Award Description

This FY 2018 grant awards funding of \$78,912 for RSVP for year 2 of 3. The period of this grant is 07/01/2018 - 06/30/2019.

A match waiver was approved. Your organization will provide 20% of the required 30% match.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 2	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$78,912	\$78,912
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$78,912	\$78,912

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$78,912
Total CNCS Funds Awarded to Date	\$157,824

Funding Source and Amount

2018--OPE1-P74-OPO-22507-4101	\$78,912.00
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Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2018GeneralTC508-20171101.pdf> and the Program Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/FinalFY2018RSVP508Reviewed20180105.pdf>. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Notice of Grant Award

Retired and Senior Volunteer Program Grantee

City of Miles City
17 S 8th St PO Box 910 Miles City MT 59301-3214

EIN: 816001292
DUNS: 134230325

Corporation for National and Community Service:



06/14/2018

Signature Award Date

Keisa Thompson
Senior Grants Officer

Keisa Thompson, 215-964-6334
Grants Officer

Jacqueline Girard, 406-449-5404
Program Officer

City of Miles City
Legal Applicant

Betty Vail
Project Director

Betty Vail
Certifying Official/Executive Officer

RESOLUTION NO. 4239

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

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

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

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

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 12TH DAY OF MARCH, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A

STATE OF MONTANA AGREEMENT

MT-19-023

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

The State has been awarded \$817,809 of grant monies from the U.S. Department of the Interior, the National Park Service under the Historic Preservation Fund for the Federal fiscal year of 2019 (October 1, 2018 – September 30, 2019). The funding for this agreement is provided by this award, CFDA number 15.904, Historic Preservation Fund Grants-In-Aid. The Federal Award Identification Number assigned by the National Park Service is P18AF00006, and the HPF system number is to be determined.

Section 17-1-106, Montana Code Annotated, requires any state agency which receives non-general funds to identify and recover its indirect costs (IDC). MHS's indirect cost rate is determined annually and is applied as a percentage of direct costs charged to a federal award. As defined by 2 CFR Part 200 (formerly OMB Circular A-87), MHS's current IDC rate is 8.21% for state fiscal year 2019 (July 1, 2018 to June 30, 2019). IDC will not be charged in relation to this agreement.

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

1. EFFECTIVE DATE, DURATION, AND RENEWAL

This Agreement shall take effect on April 1, 2019 and shall terminate on March 31, 2020 unless a new termination date is set or the agreement is terminated as provided in this contract. Total payments by the "Grantor" for all purposes under this contract shall not exceed \$5500.00. In the event that the grantor does not receive full funding from the National Park Service, the total grant award may be reduced, as outlined in the CLG Manual. Payment shall be made on a reimbursement basis by request of Subgrantee to the grantor. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

2. SERVICES AND/OR SUPPLIES

The Subgrantee shall:

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

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

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

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

3. CONSIDERATION/PAYMENT

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

1. The Subgrantee agrees to submit semi-annual Progress Reports, meeting minutes, and Requests for Reimbursement. Reports will be accompanied by the following documentation:
 - a. The Subgrantee's name, address and agreement number MT-19-023;
 - b. A report discussing the work completed during the reporting period. Include meeting agendas and minutes;
 - c. An itemized listing of cash or in-kind donations that comprise the nonfederal match;
 - d. An itemized listing of project expenses that are charged to the federal grant; If indirect costs (IDC) are claimed for reimbursement (or match), the IDC rate must be in accordance with 2 CFR Part 200.414. A copy of the IDC approval letter from the Cognizant agency must be submitted to the Grantor and approved prior to any reimbursement.
 - e. Receipts, invoices, and/or financial reports sufficient to document each expenditure.
 - f. The net request for payment (reimbursement); and
 - g. Products produced during the reporting period.
2. All Requests for Reimbursement must be approved by the Grantor prior to payment. Payment for work completed under this Agreement may be withheld pending the delivery and acceptance of such items. All Subgrantees must retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of 3 years or until an acceptable audit (accessible by auditors) has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final report. A final Request for Reimbursement must be submitted within thirty (30) days of the termination of this Agreement if they are to qualify for payment.
3. All Requests for Reimbursement will be reviewed for eligibility and allow-ability under Chapters 12, 13 and 14 of the National Park Service's Historic Preservation Fund Manual and the State CLG Manual. The Subgrantor may request a copy of the CLG Manual from the grantor and the Historic Preservation Fund Manual is available for inspection at the SHPO.
4. The Subgrantee shall, at minimum, provide documentation detailing forty percent (40%) matching non-federal funds for the overall grant award. In order to receive the full grant award of \$5500.00, the minimum dollar amount of match necessary to be provided by the Subgrantee is \$3666.67 in matching in-kind services or cash. In the event that the grant award is reduced, the match requirement would be reduced proportionally. Requests for Reimbursement require the same 40% documentation relative to the amount requested. The accepted Grant Application, reviewed and approved by the Grantor, provides an estimation of sources and amounts of matching funds from the Subgrantee.

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

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

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

4. ACCESS AND RETENTION OF RECORDS

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

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

5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

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

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

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

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

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

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

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

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

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

6. EQUAL EMPLOYMENT OPPORTUNITY

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

7. FAIR LABOR STANDARDS

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

8. PROHIBITION AGAINST LOBBYING

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

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

9. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including

the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

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

11. COMPLIANCE WITH LAWS

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

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

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

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

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

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

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

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

11.8 The subgrantee will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

11.9 Debarment and Suspension (Executive Orders 12549 and 12689)—the subgrantee may not be, nor subcontract with, parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders

12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

12. DISABILITY ACCOMMODATIONS

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

13. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

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

14. REGISTRATION WITH THE SECRETARY OF STATE

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

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

15. MODIFICATIONS AND PREVIOUS AGREEMENTS

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

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

16. CONFLICT OF INTEREST

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

17. INTELLECTUAL PROPERTY/OWNERSHIP

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

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

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

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

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

18. PATENT AND COPYRIGHT PROTECTION

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

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

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

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

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

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

18.5 Publications must include the nondiscrimination statement:

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

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

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

19. AUDITING

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

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

Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–

7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>

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

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

20. SEVERABILITY

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

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

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

21. EVENT OF BREACH – REMEDIES

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

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

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

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

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

Upon State's material breach, Subgrantee may:

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

22. GENERAL AND SPECIFIC CONDITIONS

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

23. FORCE MAJEURE

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

24. WAIVER OF BREACH

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

25. CONFORMANCE WITH CONTRACT

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

26. LIAISONS AND SERVICE OF NOTICES

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

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

Ally Capps is Subgrantee's liaison
(Address): Miles City Community Service and Planning
17 S. 8th St, P.O. Box 910
(City, State, ZIP): Miles City, MT 59301
Telephone: (406) 234-6339
E-mail: mcplanner@milescity-mt.org

26.2 Notifications State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

27. MEETINGS

Subgrantee shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Subgrantee and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Subgrantee a minimum of three full working days'

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

28. CHOICE OF LAW AND VENUE

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

29. TAX EXEMPTION

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

30. AUTHORITY

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

31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

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

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

32. WAIVER

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

33. EXECUTION

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

STATE OF MONTANA
Montana Historical Society
225 North Roberts
Helena, Montana 59620-1201

CITY OF MILES CITY
17 South Eighth Street
Miles City, MT 59301
DUNS # 134230325

BY: Denise King/Administrator

BY: _____

Centralized Services Division, Montana Historical Society

(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

RESOLUTION NO. 4240

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AMENDMENT TO TASK ORDER WITH KADRMAS, LEE & JACKSON, INC. RELATED TO THE DARLING ADDITION STREET AND UTILITIES REHABILITATION PROJECT.

WHEREAS, The City of Miles City has retained the engineering services of Kadrmas, Lee & Jackson, Inc. (KLJ) to provide engineering services to the City the Darling Addition Street and Utilities Rehabilitation Project;

AND WHEREAS, the City wishes to amend the previously approved Task Order in said project;

AND WHEREAS, KLJ has provided the City with a written agreement setting forth the duties and responsibilities of the parties, entitled “Amendment No. Two (2) to Task Order;”

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

1. “Amendment No. Two (2) to Task Order,” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 12TH DAY OF MARCH, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Amendment No. Two (2) to Task Order

1. Background Data:

- A. Effective Date of Task Order: December 26, 2017
- B. Owner: City of Miles City, Montana
- C. Engineer: Kadrmas, Lee & Jackson, Inc.
- D. Specific Project (title): Darling Addition Street and Utilities Rehabilitation
- E. Specific Project: Per original Task Order Agreement, modified with this Amendment to include Strevell Avenue from Main Street to Stower Street

2. Description of Modifications

- A. Engineer shall perform the following Additional Services:
As Described in Exhibit A to Amendment 1
- B. The responsibilities of Owner with respect to thin Amendment are as follows:
As Described in Exhibit A to Amendment 1
- C. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

\$394,200.00
- D. The schedule for rendering services under this Agreement is modified as follows:

Engineer's services and compensation included in this Amendment are based on the premise that design and construction will be completed in 2019 without a winter shutdown.
- E. Other portions of the Task Order (including previous amendments, if any) are modified as follows: (none)

3. Attachments

- A. Exhibit A to Amendment 2 (4 pages)

4. Agreement Summary (Reference only)

- A. Original Task Order amount: \$ 152,800.00
- B. Net change for prior amendments: \$ 186,100.00
- C. This amendment amount: \$ 394,200.00
- D. Adjusted Task Order amount: \$ 733,100.00

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

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

OWNER: City of Miles City

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

Exhibit A to Amendment No. 2
Engineer's Services
KLJ Task Order – Darling Addition Street and Utilities Rehabilitation

The Task Order is supplemented to include the following.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Project Scope and Location (Phase 2)*

- A. The Phase 2 project scope is supplemented to include water, sanitary sewer, storm drain and road reconstruction in Strevell Avenue from Stower Street to Main Street. The scope also includes sidewalk on the north side of Pearl Street (Strevell to Merriam) and new water main within Pearl Street from Strevell to approximately 300' east.

A1.02 *Preliminary Design and Report Phase (Phase 2)*

- A. Preliminary Design Phase services provided by Engineer and Owner's responsibilities described in original Task Order shall be extended to include the area Phase 2.
- B. Number of Geotechnical borings completed under Section A1.02.B.3.a is increased to 14.

A1.03 *Topographic Survey Phase (Phase 2)*

- A. Topographic Survey Phase services and Owner's responsibilities are extended to include area of Phase 2, including survey required to design sidewalk on the north side of Pearl Street (Strevell to Merriam) and to design water main within Pearl Street from Strevell to approximately 300' east.

A1.04 *Design Phase (Phase 2)*

- A. The Design Phase services provided by Engineer and Additional Owner's responsibilities described below will be provided for Phase 2.
- B. Owner Shall:
 - 1. Promptly review design submittals from Engineer.
 - 2. Provide payment for MT DEQ application review fees.
- C. After receiving Owner's authorization to proceed, Engineer shall prepare drawings and specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Engineer's services below include an anticipated preliminary design submittal for Owner's review and comment, followed immediately by final design and bid document preparation.

1. Private Utilities: Coordinate with private utilities to identify potential utility conflicts with proposed improvements and to relay relocation requirements to utility owner's as applicable. Scope includes facilitating one utility coordination meeting and submitting design drawings with notifications to each utility at 50% and 100% design completion.
2. Water Distribution: Design water main replacement including water services from the water main to the curb stop. Design water main within Pearl Street from Strevell to approximately 300' east. Evaluate requirements for temporary water supply and incorporate in Contract Documents. Services include submitting necessary DEQ permit applications on behalf of Owner.
3. Sanitary Sewer: Design sanitary sewer replacement from the intersection of Strevell Avenue and Fort Street, to the alley between Main Street and Bridge Street, including sewer services. Design sanitary sewer manhole replacement in Wibaux Park between two existing manholes.
4. Storm Drain System: Design storm drain piping and new inlet configuration for each intersection. The intent of the design is to simplify the existing system by replacing existing multi-inlet and catch basin systems at each curb return, with single inlets, if feasible. Scope does not include replacing storm drain pipes in side streets beyond Strevell intersections. New pipe sizes will be based on maximum sizes feasible given downstream limitation from existing pipe sizing. No hydrology or hydraulic analysis will be completed.
5. Pedestrian Accessibility Ramps: Design new ADA compliant accessibility ramps at each intersection.
6. Construction Traffic Control: Provide construction traffic control plans and specifications to accommodate local traffic and property access.
7. New Pavement: Design new asphalt pavement and curb and gutter, from Stower Street to Main Street. New section geometry is to match existing section, with addition of pavement widening along Wibaux Park. Scope includes intersection up to the end of curb returns on the side streets but does not include side street improvements beyond that. Pavement design will include re-patching of temporary pavement sections being constructed with Phase 1 improvements.
8. Landscape Design: Provide plans and specifications for replacing trees and sprinkler heads along west edge of Wibaux Park. Designing new irrigation system layout is not included.
9. Detailed Drawings: Provide detail drawings of utilities, storm drain and road improvements to be constructed with Phase 2.
10. Construction Documents: Prepare construction drawings and construction contract documents (project manual) for all improvements identified herein. Submit said documents to Owner for review at 90-percent completion. Revise documents one time based on Owner's review comments.
11. Engineer's Opinion of Probable Cost (EOC): Provide Owner a preliminary EOC prior to design; updated EOCs to be submitted to Owner at 90% and 100% design completions.

12. Meetings and Status Reports: Facilitate bi-weekly conference calls with Owner to provide a project status update and answer any questions that may arise. Provide weekly email status reports. Attend up to three (3) unscheduled site visits or meetings to discuss design and Owner's review comments.
13. Permits: Prepare submittal package to MT DEQ to seek design approval and permits for reconstruction of water and sanitary sewer mains.

A1.05 *Bidding or Negotiating Phase (Phase 2)*

- A. Bidding or Negotiating Phase services, as described in Part A1.05 of Contract Amendment 1, for Phase 1 improvements, is extended to include Phase 2 improvements.

A1.06 *Construction Phase (Phase 2)*

- A. Construction Phase services, as described in Part A1.06 of Contract Amendment 1, for Phase 1 improvements, is extended to include Phase 2 improvements, with the following modifications:
 1. Resident Project Representative (RPR) Services are provided to include a maximum of 710 hours of construction observation, including travel time. This is based on an estimated 12 weeks full-time on site and 2 weeks part-time.
 2. Construction Administrative Services are based on a 14-week construction duration to achieve substantial completion.
 3. *Construction Staking for Phase 2 will be provided as follows:*
 - a. Scope includes up to twelve (12) survey crew mobilizations for construction staking. Contractor will be responsible for all construction surveys not listed below; staking requests in addition to the specific items listed below or in excess of the budgeted number of mobilizations will be provided as Additional Services. Re-staking of previously completed work due to no fault of Engineer will be provided as Additional Services. Staking shall be provided for:
 - 1) Establish horizontal and vertical control – verify and reestablish horizontal and vertical coordinates of control required for construction staking. Set new control at a frequency suitable for construction during surveyor's initial mobilization for the below.
 - 2) Demolition limits at tie-in locations to existing curbs, gutters, sidewalks and asphalt
 - 3) Water services, valves, elbows, hydrants and main at 100-foot intervals for pipes longer than 200-feet
 - 4) Sanitary manholes and main at 100-foot intervals for pipes longer than 200-feet.
 - 5) Storm drain manholes, inlets and storm drain pipes at 100-foot intervals for pipes longer than 200-feet
 - 6) Curb and Gutter at PTs, PCs, and 50-foot intervals
 - 7) Radius points of curb returns
 - 8) Accessibility ramps
 - 9) Bluetop (grade) staking for subgrade and base gravel
 - 10) Signs

A1.07 Post-Construction Phase (Phase 2)

- A. Post Construction Phase services, as described in Part A1.07 of Contract Amendment 1, for Phase 1 improvements, is extended to include Phase 2 improvements.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others, Additional Services of the types listed below.
 - 1. All Additional Services defined in Part A2.01.A of the original contract and subsequent amendments unless otherwise modified by this Amendment 2.

- B. Advance Written Authorization Not Required: Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included as Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
 - 1. All Additional Services defined in Part A2.01.B of the original contract and subsequent amendments unless otherwise modified by this Amendment 2.

RESOLUTION NO. 4241

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH INTERSTATE ENGINEERING, INC. RELATED TO THE MILES CITY WATER INTAKE PRELIMINARY ENGINEERING REPORT.

WHEREAS, The City of Miles City has retained the engineering services of Interstate Engineering, Inc. (Interstate), to provide engineering services related to the Miles City Water Intake Preliminary Engineering Report (PER);

AND WHEREAS, Interstate has provided the City with a written agreement setting forth the duties and responsibilities of the parties, entitled "Short Form of Agreement Between Owner and Engineer for Professional Services."

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

1. The "Short Form of Agreement Between Owner and Engineer for Professional Services," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 12TH DAY OF MARCH, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Copyright © 2009 National Society of Professional Engineers

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said forth-fifth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and

Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
 - 2. Engineer's Standard Hourly Rates are attached as Attachment 1.
 - 3. The total compensation for services and reimbursable expenses is estimated to be \$30,000.00.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees' times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Attachment 1.

Attachments: *Attachment 1: Engineer's Standard Hourly Rates*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: John Hollowell

ENGINEER: Brent Moore, AICP

By: _____

By: _____

Title: Mayor of Miles City

Title: Western Regional Vice President

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate
Number: PEL-EF-LIC-419

State of: Montana

Address for giving notices:

Address for giving notices:

City of Miles City

Interstate Engineering, Inc.

P.O. Box 910

P.O. Box 648

Miles City, MT 59301

Sidney, MT 59270-0648

(406) 234-3462

406-433-5617

ATTACHMENT #1 SCHEDULE OF RATES

ENGINEERS

ENG I	\$101.00 per hour
ENG II	\$134.00 per hour
ENG III	\$170.00 per hour
ENG IV	\$193.00 per hour
ENG V	\$213.00 per hour
ENG VI	\$236.00 per hour
ENG VII	\$250.00 per hour
ENG / SURV VII	\$260.00 per hour

SURVEYORS

SURV I	\$97.00 per hour
SURV II	\$108.00 per hour
SURV III	\$123.00 per hour
SURV IV	\$150.00 per hour
SURV V	\$168.00 per hour
SURV VI	\$198.00 per hour

PLANNERS

PLANNER I	\$80.00 per hour
PLANNER II	\$103.00 per hour
PLANNER III	\$128.00 per hour
PLANNER IV	\$160.00 per hour

TECHNICIANS

TECH I	\$68.00 per hour
TECH II	\$95.00 per hour
TECH III	\$115.00 per hour
TECH IV	\$131.00 per hour
TECH V	\$143.00 per hour
TECH VI	\$170.00 per hour
TECH VII	\$180.00 per hour

ADMINISTRATIVE

ADMIN I	\$73.00 per hour
ADMIN II	\$83.00 per hour

INFORMATION TECHNOLOGISTS

IT I	\$90.00 per hour
IT II	\$180.00 per hour

EXPERT WITNESS

\$275.00 per hour

CHARGEABLE EXPENSES

Subsistence.....	Actual cost	8 1/2" X 11" Prints per Page.....	\$0.15 – black & white, \$0.50 - color
Travel Vehicle.....	\$0.55 per mile	11" x 17" Prints per Page.....	\$0.25 – black & white, \$0.50 - color
Survey Vehicle.....	\$0.65 per mile	24" x 36" Prints per Page.....	\$9.00
Aircraft.....	Actual cost	Mylar.....	\$3.00 per ft ²
Any But Ordinary First-Class Postage.....	Actual cost	ATV.....	\$75.00 per day
Subconsultant Services.....	Cost plus 10%	UTV.....	\$150.00 per day
Plat Certification per Certification.....	\$35.00	UTV with Tracks / Snowmobile.....	\$200.00 per day
Recordation per Monument.....	\$35.00		
Cost of surveying materials, filing fees, drafting materials and other materials required for the job.....			Cost plus 25%
	Any and all sales and use tax, TERO or other special fees which apply to this contract.		

Appendix 1, Standard Hourly Rates Schedule

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.
 Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

RESOLUTION NO. 4242

A RESOLUTION GRANTING ACCESS TO CITY PROPERTY FOR THE MONTANA DEPARTMENT OF TRANSPORTATION TO CONDUCT SURVEY OPERATIONS.

WHEREAS, the Montana Department of Transportation (MDT) is conducting survey work related to a major rehabilitation project on MT 59N;

AND WHEREAS, MDT has requested permission from the City of Miles City to conduct survey operations on certain City owned property as part of the design process for said project;

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

1. The City of Miles City hereby approves MDT to conduct survey work on City property as set forth in the letter and permission form document, attached hereto as Exhibit "A" and incorporated by this reference.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document on behalf of the City of Miles City.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 12TH DAY OF MARCH, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A



Montana Department of Transportation

Michael T. Tooley, Director
Steve Bullock, Governor

Miles City - North
NH 18-1(14)0 UPN 8710000

March 5, 2019

Greetings,

The Montana Department of Transportation is scheduling some future road work on MT 59. We currently are in the process of collecting survey information that will be used for the preliminary design process. The project may or may not be directly adjacent to your property, but we need to locate section corners and property corners that surround the project. The corners are located on or adjacent to your property and we request permission to enter your property in order to locate the necessary corners.

The enclosed standardized form is to grant us access to the survey points associated with this project. Included is a diagram of your property that we want to enter. Our request is that you review the information, sign one form and return it in the enclosed stamped envelope and keep the other for your records. In the county database you are listed as the land holder for these individual parcels but:

- If you have renters, lease holders or a contract for deed that would involve other entities associated with this land, please provide any contact information that you may have, i.e. name, address, phone number.
- If you lease/rent any of the BLM or State parcels, please note them on the Right of Entry document that you sign and send back to us in the stamped self-addressed envelope.

If you have any questions please contact me.

Brian Huotari PLS CFedS
MDT District 4 Surveyor
P.O. Box 890
Glendive, MT 59330-0890

406-345-8242 office
701-238-6686 mobile

Date: 3-5-2019

Subject: Project I.D.: NH 18-1(14)0
Project Name: Miles City – North #87100000
Project Description: Major Rehabilitation on MT 59N

The Montana Department of Transportation respectfully requests your permission to enter on the following described property of which you are the record owner:

Property Description See attached property description.

We request permission to enter on this property in connection with engineering work being done on the proposed highway improvement project identified above. Property surveys are being performed in order to determine land ownership. There may be a section or property corner located on or adjacent to your property that is required for this survey. We request permission to enter your property in order to locate the section corner. We want to be sure our work is conducted without damaging your property and with the minimum possible inconvenience to you.

We would appreciate you providing us with permission to enter your property by signing this authorization and returning it in the enclosed self-addressed stamped envelope. If you wish to add any comments, or if you would like to place conditions on our entry onto your property, please write them in the space above your signature or attach a separate sheet of paper if necessary. If you have any questions concerning this project or this authorization feel free to contact me.

Thank you for your courtesy and cooperation.

Brian Huotari, PLS
District Land Surveyor
(406) 345-8242
bhuotari@mt.gov

Please sign and return 1 copy in self addressed envelope

Project ID: NH 18-1(14)0 #8710000 Name: Miles City - North
Property Name: City of Miles City- Ally Capps- Planner 1

To: Montana Department of Transportation (Glendive, Montana)

Permission is hereby granted for the employees of the Montana Department of Transportation and agents employed by the Montana Department of Transportation to enter on my property identified above to perform surveying activities on the proposed highway project. By granting this permission, I am not waiving any legal right to recover for actual damages caused by the Montana Department of Transportation or its agents. I am not conveying any right in the property except for the permission to enter my property as set forth above.

Signed: _____ Dated: _____

Printed Name: _____ Phone #: _____

8710-MILES CITY- NORTH

Montana Cadastral

SEARCH DATA TOOLS LEGEND

DISCLAIMER HELP

Property Record Card
Tax Year 2019

Primary Information:
 Property Category: ES
 Subcategory: Government Property
 Geocode: 14-17-00-20-01-01-0000
 Assessment Code: 0000000000
 Primary Donor:
 City of Miles City
 Miles City Park 182666-0010
 182666-0010
 Certificate of Surveys: 171127

Legal Description:
 200.132 N. 187.0. 0.0000-171273. 0.0000000000
 Lot 18 North of E 200.0000000000

General Property Information:
 Property Type: EPL - Exempt Property
 Neighbored: 24, 26, 28
 Using Units: 0
 Zoning: 0000000000
 Limited Property: No exceptions exist for this property

Property Factors:
 General: 0
 Limited: 0

Topography:
 Utilities: 0
 Access: 0
 Location: 0 - Street Level

Land Summary

Land Type	Acres	Value
Grass	0.000	00.00
Pasture	0.000	00.00
Timberland	0.000	00.00
Cultivated Crop	0.000	00.00
Wild Hay	0.000	00.00
Forestland	0.000	00.00

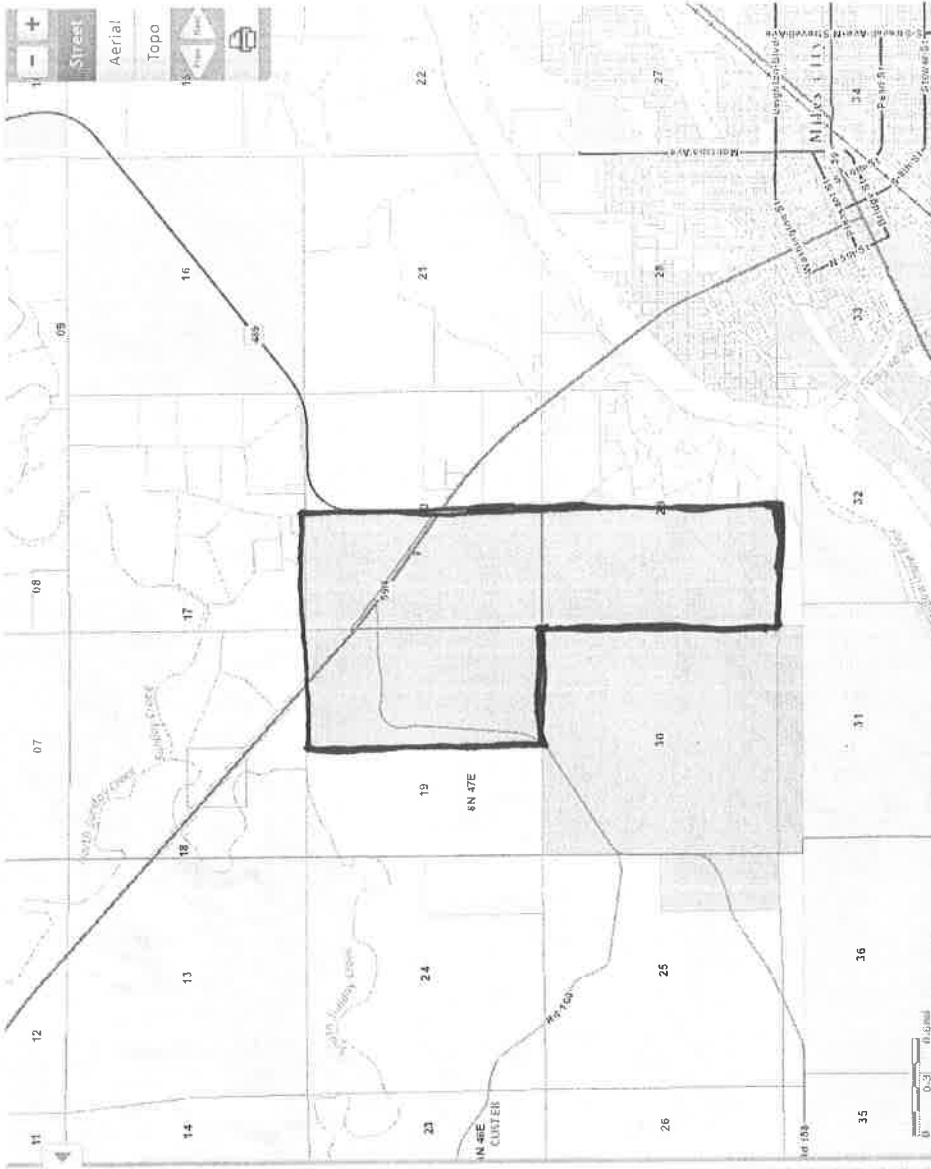
Ownership:
 Appraisals
 Market Land Info
 Dwellings
 Other Buildings/Improvements
 Commercial
 Ag/Forest Land

Map navigation: Street, Aerial, Topo

Map grid: 11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36

Scale: 0-0.5-1-2 Miles

10:02 AM 3/27/2019



ORDINANCE NO. 1330

AN ORDINANCE AMENDING SECTIONS 2-246 AND 2-247 OF THE CODE OF ORDINANCES OF MILES CITY, MONTANA, WITH REGARDS TO ADVERTISEMENT AND OPENING OF BIDS FOR PURCHASE OF EQUIPMENT.

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

Section 1. Section 2-246 shall be amended to read as follows:

Sec. 2-246. - Advertisement for bids.

(a) Except as provided in MCA 7-5-4303, 7-5-4310, or MCA title 18, chapter 2, part 5, all contracts for the purchase of any vehicles, machinery, apparatus, appliances, equipment or for any materials or supplies, or for construction, repair or maintenance involving an expenditure in excess of \$80,000.00 shall be let in conformity with the provisions of state law. All such contracts shall be advertised by the city clerk by publishing a call for bids in the manner provided by state law.

(b) Other contracts may be advertised as the city council may, by order or resolution duly entered on its minutes, direct.

(c) The advertisement shall be in such form as the party or parties having the matter in charge may direct, and shall contain a general reference to the subject matter of the proposed contract, its terms and conditions, with such specifications as the nature of the same permits, or a designation of the place where such specifications may be seen, and may require security to accompany each bid. The advertisement shall comply with MCA title 18, chapter 1, part 4. The advertisement shall also contain a notice that sealed bids or proposals will be received by the city clerk at the office of city clerk or at council chambers until the opening of the bids on a date therein to be specified, and a statement to the effect that the city reserves the right to reject any or all bids. The advertisement shall show by whom it is ordered advertised and shall be signed by the city clerk/treasurer.

(d) As a condition precedent to considering any such bid, as evidence of good faith on the part of the bidder, and as indemnity for the benefit of the city against the failure or refusal of any bidder to enter into any written contract that may be awarded upon and following acceptance of bid, any bid submitted shall contain a written covenant of indemnity, conditioned as prescribed in MCA title 18, chapter 1, part 2, and the bid shall be accompanied by bid security of ten percent of the total bid amount, for the performance of such covenant. The form of security shall comply with MCA title 18, chapter 1, part 2.

(e) All advertisements by publication for contract bids shall be published in a daily newspaper of general circulation published in the city, if there be such, once each week for two consecutive weeks with at least six days separating each publication. The second publication shall be made not less than five days or more than 12 days before the consideration of bids.

Section 2. Section 2-247 shall be amended to read as follows:

Sec. 2-247. - Bid openings.

(a) The city clerk shall receive bids up until the earlier of 5:00p.m., or the noticed meeting time, of the day the council will be in session either for a regular meeting or any special meeting called to consider such bids.

(b) The bids shall be opened by the city clerk in the presence of the city council while in actual session.

Section 3. This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 12th day of March, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 26th day of March, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Claims

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CITY OF MILES CITY
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Claim Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
130971	81153S 999999	BRIAN CERTAIN	727.00					
		Reimburse February Health Insurance Premium w/h for his retirement check sent to MC for cancelled Health Insurance						
1	02/2019	Health Insurance Reimbursement	727.00			1000 362022		101000
131018	81322S 2910	TONGUE RIVER ELECTRIC	451.19					
1	TRECO22519	02/25/19 Southgate Lighting	401.84			2450 51 430263	341	101000
2	DTRECO2251	02/25/19 Garfield 911	49.35		25240	2850 105 420140	341	101000
131019	-99896E 1970	MONTANA DAKOTA UTILITIES	1,813.56					
1	02/07/19	Airport ~ Electric	930.16			5610 87 430300	341	101000
2	02/07/19	Airport ~ Gas	883.40			5610 87 430300	344	101000
131020	81225S 4019	WEX BANK	7,621.70					
1	01/31/19	FUEL	348.94		25890	1000 13 460433	231	101000
2	02/28/19	FUEL	0.00			1000 201 431200	370	101000
3	01/31/19	FUEL	1,009.41		25890	2510 107 430220	231	101000
4	01/31/19	FUEL	252.35		25890	2520 108 430220	231	101000
5	01/31/19	FUEL	27.60		25890	6040 910 430220	231	101000
6	01/31/19	FUEL	50.22		25495	5210 22 430530	231	101000
7	01/31/19	FUEL	33.48*		25495	5210 80 430540	231	101000
8	01/31/19	FUEL	66.97		25495	5310 33 430640	231	101000
9	01/31/19	FUEL	83.71		25495	5310 32 430690	231	101000
10	01/31/19	FUEL	684.92		25661	1000 7 420460	231	101000
11	01/31/19	FUEL	1,033.62		25661	5510 10 420730	231	101000
12	01/31/19	FUEL	2,572.23		25754	1000 5 420140	231	101000
13	01/31/19	FUEL	99.33		25754	1000 21 440600	231	101000
14	02/28/19	FUEL	0.00			1000 5 420160	231	101000
15	01/31/19	FUEL	492.78		25585	5210 23 430550	231	101000
16	01/31/19	FUEL	492.77		25585	5310 31 430630	231	101000
17	01/31/19	FUEL	373.37		936	5610 87 430300	231	101000
131021	81295S 4076	EXPRESS LAUNDRY, LLC COMMERCIAL	174.20					
1	24253 &667	02/26/19 CITY HALL: RUGS	85.00		25897	1000 8 411230	220	101000
2	24625	02/26/19 SHOP: RUGS/MOPS	20.50		25897	6040 910 430220	220	101000
5	02/28/19	AMBULANCE: MATS	0.00			5510 10 420730	220	101000
6	24463	02/26/19 WWTP: MOPS/TOWELS	19.20		25498	5310 33 430640	360	101000
7	24473	02/26/19 WTP: MOPS/TOWELS	22.50		25498	5210 22 430530	360	101000
8	24362 &660	02/26/19 PD: MATS	27.00*		25758	1000 5 420140	360	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
131022	81306S	1535 LUCAS & TONN PC		100.00					
1	LTPC022017	02/23/19 Westlaw ~ Professional Ser		100.00*		022019	1000 4 411100	350	101000
131023	81323S	2914 TOURISM BUSINESS IMPROVEMENT		1,016.00					
1	TBID201709	02/28/19 TBID ~ Monthly Econolodge		1,016.00			7370 212500		101000
131025	81291S	316 DATA IMAGING SYSTEMS, INC		1,457.00					
1	34340	02/28/19 Managed Services		257.40			1000 3 410500	360	101000
2		02/28/19 Managed Services		140.90			5210 25 430510	360	101000
3		02/28/19 Managed Services		140.90			5310 29 430610	360	101000
4		02/28/19 Managed Services		75.05			1000 1 410200	360	101000
5		02/28/19 Managed Services		75.05			1000 36 411020	360	101000
6		02/28/19 Managed Services		148.59			5210 23 430550	360	101000
7		02/28/19 Managed Services		148.59			5310 31 430630	360	101000
8		02/28/19 Managed Services		106.56			2510 107 430220	360	101000
9		02/28/19 Managed Services		57.03			2520 108 430220	360	101000
10		02/28/19 Managed Services ~ Treasurer		75.05			1000 9 410540	360	101000
11		02/28/19 Managed Service ~ TIF District		70.17*			2310 11 460462	360	101000
12		02/28/19 Managed Service ~ Hist Pres		4.87*			2935 11 460461	360	101000
13		02/28/19 Managed Services ~ Building In		156.84			2394 18 420531	360	101000
14		02/28/19 Annual Server Warranty		0.00			1000 3 410500	360	101000
15		02/28/19		0.00			1000 36 411020	360	101000
16		02/28/19		0.00			5210 25 430510	360	101000
17		02/28/19		0.00			5310 29 430610	360	101000
18		02/28/19		0.00			1000 1 410200	360	101000
19		02/28/19		0.00			5210 23 430550	360	101000
20		02/28/19		0.00			5310 31 430630	360	101000
21		02/28/19		0.00			2510 107 430220	360	101000
22		02/28/19		0.00			2520 108 430220	360	101000
23		02/28/19		0.00			1000 9 410540	360	101000
24		02/28/19		0.00*			2935 11 460461	360	101000
25		02/28/19		0.00*			2310 11 460462	360	101000
26		02/28/19		0.00			2394 18 420531	360	101000
131026	81309S	1721 MID RIVERS TELEPHONE CORP		3,187.22					
2		02/28/19 TELEPHONE/INTERNET/CABLE/Judge		120.44		23946	1000 6 410300	345	101000
3		02/28/19 TELEPHONE/INTERNET/CABLE/Judge		52.20		23946	1000 6 410300	347	101000
4		02/28/19 TELEPHONE/INTERNET/CABLE/Libry		147.11		24920	2220 16 460100	345	101000
5		02/28/19 TELEPHONE/INTERNET/CABLE/Libry		156.65		24920	2220 16 460100	347	101000
6		02/28/19 TELEPHONE/INTERNET/CABLE/SmPol		0.00		25091	1000 14 460445	345	101000
7		02/28/19 TELEPHONE/INTERNET/CABLE/ 911		314.58		25201	2850 105 420140	345	101000
8		02/28/19 TELEPHONE/INTERNET/CABLE/child		0.00*		25036	1000 5 420140	220	101000
9		02/28/19 TELEPHONE/INTERNET/CABLE/rsvp		117.78		24520	2985 15 450330	345	101004
10		02/28/19 TELEPHONE/INTERNET/CABLE/Airpt		55.39		867	5610 87 430300	345	101000

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11	02/28/19	TELEPHONE/INTERNET/CABLE/Airpt	92.45		867	5610 87 430300	319	101000
12	02/28/19	TELEPHONE/INTERNET/CABLE/Airpt	16.20		867	5610 87 430300	347	101000
13	02/28/19	TELEPHONE/INTERNET/CABLE/mayor	34.39			1000 1 410200	345	101000
14	02/28/19	TELEPHONE/INTERNET/CABLE/fin	50.76			1000 3 410500	345	101000
15	02/28/19	TELEPHONE/INTERNET/CABLE/fin	19.52			1000 3 410500	347	101000
16	02/28/19	TELEPHONE/INTERNET/CABLE/atny	2.99			1000 4 411100	345	101000
17	02/28/19	TELEPHONE/INTERNET/CABLE/pd	311.46			1000 5 420140	345	101000
18	02/28/19	TELEPHONE/INTERNET/CABLE/pd	65.60			1000 5 420140	347	101000
19	02/28/19	TELEPHONE/INTERNET/CABLE/disp	309.48			1000 5 420160	345	101000
20	02/28/19	TELEPHONE/INTERNET/CABLE/fire	160.19			1000 7 420460	345	101000
21	02/28/19	TELEPHONE/INTERNET/CABLE/fire	135.60			1000 7 420460	347	101000
22	02/28/19	TELEPHONE/INTERNET/CABLE/tres	2.99			1000 9 410540	345	101000
23	02/28/19	TELEPHONE/INTERNET/CABLE/park	39.05			1000 13 460433	345	101000
24	02/28/19	TELEPHONE/INTERNET/CABLE/park	37.60			1000 13 460433	347	101000
25	02/28/19	TELEPHONE/INTERNET/CABLE/ACtr	40.09			1000 21 440600	345	101000
26	02/28/19	TELEPHONE/INTERNET/CABLE/plng	75.92			1000 36 411020	345	101000
27	02/28/19	TELEPHONE/INTERNET/CABLE/HP	0.00			2310 11 460462	345	101000
28	02/28/19	TELEPHONE/INTERNET/CABLE/HP	0.00			2310 11 460462	347	101000
29	02/28/19	TELEPHONE/INTERNET/CABLE/bldg	26.36			2394 18 420531	345	101000
30	02/28/19	TELEPHONE/INTERNET/CABLE/md204	65.83			2510 107 430220	345	101000
31	02/28/19	TELEPHONE/INTERNET/CABLE/md205	31.15			2520 108 430220	345	101000
32	02/28/19	TELEPHONE/INTERNET/CABLE/wplnt	74.60			5210 22 430530	345	101000
33	02/28/19	TELEPHONE/INTERNET/CABLE/wplnt	80.20			5210 22 430530	347	101000
34	02/28/19	TELEPHONE/INTERNET/CABLE/wtlns	35.31			5210 23 430550	345	101000
35	02/28/19	TELEPHONE/INTERNET/CABLE/wtlns	11.40			5210 23 430550	347	101000
36	02/28/19	TELEPHONE/INTERNET/CABLE/wtadm	45.49			5210 25 430510	345	101000
37	02/28/19	TELEPHONE/INTERNET/CABLE/wtadm	11.50			5210 25 430510	347	101000
38	02/28/19	TELEPHONE/INTERNET/CABLE/wwadm	45.47			5310 29 430610	345	101000
39	02/28/19	TELEPHONE/INTERNET/CABLE/wwadm	19.51			5310 29 430610	347	101000
40	02/28/19	TELEPHONE/INTERNET/CABLE/swlns	35.30			5310 31 430630	345	101000
41	02/28/19	TELEPHONE/INTERNET/CABLE/swlns	11.40			5310 31 430630	347	101000
42	02/28/19	TELEPHONE/INTERNET/CABLE/wwpln	33.34			5310 33 430640	345	101000
43	02/28/19	TELEPHONE/INTERNET/CABLE/wwpln	45.60			5310 33 430640	347	101000
44	02/28/19	TELEPHONE/INTERNET/CABLE/amb	107.78			5510 10 420730	345	101000
45	02/28/19	TELEPHONE/INTERNET/CABLE/amb	28.24			5510 10 420730	347	101000
46	02/28/19	TELEPHONE/INTERNET/CABLE/shop	36.33			6040 910 430220	345	101000
47	02/28/19	TELEPHONE/INTERNET/CABLE/shop	54.29			6040 910 430220	347	101000
48	02/28/19	Historical Preservation	1.19			2935 11 460461	345	101000
49	02/28/19		0.74			2935 11 460461	347	101000
50	02/28/19	Urban Development	17.07			2310 11 460462	345	101000
51	02/28/19		10.68			2310 11 460462	347	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
131027	-99897E	373 MASTERCARD	22,585.09					
1	02/20/19	Wibaux Park Fund	376.00			1000 365015		101000
2	02/20/19		11.16			1000 3 410500	311	101000
3	02/20/19		210.18*			1000 5 420140	210	101000
4	02/20/19		0.00			1000 5 420140	214	101000
5	02/20/19		281.97*			1000 5 420140	220	101000
6	02/20/19		0.00*			1000 5 420140	226	101000
7	02/20/19		391.98			1000 5 420140	230	101000
8	02/20/19		0.00			1000 5 420140	231	101000
9	02/20/19		50.00			1000 5 420140	311	101000
10	02/20/19		330.21			1000 5 420140	370	101000
11	02/20/19		107.13			1000 5 420160	210	101000
12	02/20/19		36.65*			1000 5 420160	311	101000
15	02/20/19		50.00			1000 5 420160	334	101000
16	02/20/19		25.82*			1000 6 410300	210	101000
17	02/20/19		8.03			1000 7 420460	210	101000
18	02/20/19		143.01			1000 7 420460	214	101000
19	02/20/19		41.97			1000 7 420460	241	101000
20	02/20/19		41.02			1000 7 420460	330	101000
21	02/20/19		0.00			1000 7 420460	345	101000
22	02/20/19		58.78			1000 7 420460	347	101000
23	02/20/19		0.00			1000 7 420460	364	101000
24	02/20/19		215.01			1000 7 420460	380	101000
25	02/20/19		0.00			1000 8 411230	220	101000
26	02/20/19		3.29			1000 13 460433	210	101000
27	02/21/19		32.99			1000 13 460433	220	101000
28	02/20/19		0.00*			1000 13 460433	226	101000
29	02/20/19		372.10			1000 13 460433	230	101000
30	02/20/19		99.17			1000 13 460433	231	101000
31	02/20/19	Denton Field ~ Scoreboard	0.00			1000 13 460433	360	101000
32	02/20/19		485.23			1000 13 460433	363	101000
34	02/20/19		0.00			1000 14 460445	214	101000
35	02/20/19		53.42*			1000 21 440600	220	101000
38	02/20/19		14.57			1000 36 411020	210	101000
40	02/20/19		0.00*			1000 36 411020	220	101000
41	02/20/19		0.00			1000 36 411020	311	101000
42	02/20/19		0.00			1000 36 411020	334	101000
43	02/20/19		0.00			1000 36 411020	380	101000
44	02/20/19		20.71			1000 201 431200	210	101000
45	02/20/19		0.00			1000 201 431200	311	101000
46	02/20/19		369.66			2220 16 460100	210	101000
47	02/20/19		66.96			2220 16 460100	311	101000
48	02/20/19		489.27			2220 16 460100	382	101000
49	02/20/19		13.28			2394 18 420531	210	101000

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51	02/20/19		33.87			2510 107 430220	210	101000
52	02/20/19		79.50			2510 107 430220	230	101000
53	02/20/19		0.00			2510 107 430220	242	101000
54	02/20/19		0.00*			2510 107 430220	311	101000
55	02/20/19		1,330.98			2510 107 430220	363	101000
56	02/20/19		8.48			2520 108 430220	210	101000
57	02/20/19		19.88			2520 108 430220	230	101000
58	02/20/19		0.00			2520 108 430220	242	101000
59	02/20/19		0.00*			2520 108 430220	311	101000
60	02/20/19		332.74			2520 108 430220	363	101000
61	02/20/19		0.00			2850 105 420140	220	101000
62	02/20/19		14.00			2985 15 450330	220	101000
63	02/20/19		28.75*			2985 15 450340	220	101000
64	02/20/19		50.26			2985 15 450351	220	101008
66	02/20/19		4.16			5210 22 430530	210	101000
67	02/20/19		177.77			5210 22 430530	220	101000
68	02/20/19		79.78			5210 22 430530	226	101000
69	02/20/19		367.39			5210 22 430530	230	101000
70	02/20/19		-64.62			5210 22 430530	360	101000
71	02/20/19		0.00			5210 22 430530	380	101000
72	02/20/19		12.84			5210 23 430550	210	101000
73	02/20/19		106.98			5210 23 430550	214	101000
74	02/20/19		261.10			5210 23 430550	220	101000
75	02/20/19		681.40			5210 23 430550	230	101000
76	02/20/19		1,020.21			5210 23 430550	235	102270
77	02/20/19		1,103.58			5210 23 430550	363	101000
80	02/20/19		11.17			5210 25 430510	311	101000
81	02/20/19		207.55			5210 80 430540	220	101000
82	02/20/19		66.40			5210 80 430540	226	101000
83	02/20/19		424.95			5210 80 430540	230	101000
84	02/20/19		2.32			5210 80 430540	311	101000
85	02/20/19		785.00			5210 80 430540	352	101000
86	02/20/19		1,029.72			5210 80 430540	360	101000
87	02/20/19		11.17			5310 29 430610	311	101000
88	02/20/19		6.97			5310 31 430630	210	101000
89	02/20/19		706.49			5310 31 430630	220	101000
90	02/20/19		678.12			5310 31 430630	230	101000
93	02/20/19		1,103.58			5310 31 430630	363	101000
94	02/20/19		79.78			5310 32 430690	226	101000
95	02/20/19		2,165.44			5310 32 430690	230	101000
96	02/20/19		12.33			5310 33 430640	220	101000
97	02/20/19		924.40			5310 33 430640	222	101000
98	02/20/19		64.03			5310 33 430640	226	101000
99	02/20/19		530.00			5310 33 430640	230	101000
100	02/20/19		790.05			5310 33 430640	231	101000

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101	02/20/19			2.11			5310 33 430640	311	101000
102	02/20/19			1,080.00			5310 33 430640	352	101000
103	02/20/19			3.96			5510 10 420730	210	101000
104	02/20/19			1,219.98			5510 10 420730	222	101000
105	02/20/19			0.00			5510 10 420730	230	101000
106	02/20/19			0.00			5510 10 420730	241	101000
107	02/20/19			28.96			5510 10 420730	347	101000
108	02/20/19			0.00			5510 10 420730	360	101000
109	02/20/19			27.00			5510 10 420730	364	101000
110	02/20/19			170.94*			5610 87 430300	210	101000
111	02/20/19			33.84			5610 87 430300	220	101000
112	02/20/19			293.44			5610 87 430300	230	101000
113	02/20/19			136.20			5610 87 430300	250	101000
114	02/20/19			-900.00*			5610 87 430300	330	101000
115	02/20/19			121.51			5610 87 430300	345	101000
116	02/20/19			346.23*			5610 87 430300	363	101000
117	02/20/19			73.40*			6040 910 430220	210	101000
118	02/20/19			20.35			6040 910 430220	220	101000
119	02/20/19			279.08*			6040 910 430220	210	101000
131028	81289S	721 DALES CLEANING SERVICE		600.00					
1	DCS030419	02/27/19 City Hall ~ July Cleaning		600.00		25900	1000 8 411230	360	101000
131029	-99892E	1970 MONTANA DAKOTA UTILITIES		16,428.33					
1		GAS/ELECTRIC ~ FD		0.00			1000 7 420460	341	101000
2		GAS/ELECTRIC ~ FD		0.00			1000 7 420460	344	101000
3		GAS/ELECTRIC ~ City Hall		371.42			1000 8 411230	341	101000
4		GAS/ELECTRIC ~ City Hall		495.87			1000 8 411230	344	101000
5		GAS/ELECTRIC ~ Parks		543.04			1000 13 460433	341	101000
6		GAS/ELECTRIC ~ Parks		562.41			1000 13 460433	344	101000
7		GAS/ELECTRIC ~ Bath House		83.61			1000 14 460445	341	101000
8		GAS/ELECTRIC ~ Animal Shelter		47.36*			1000 21 440600	341	101000
9		GAS/ELECTRIC ~ Animal Shelter		59.10			1000 21 440600	344	101000
10		GAS/ELECTRIC ~ Library		0.00			2220 16 460100	341	101000
11		GAS/ELECTRIC ~ Library		0.00			2220 16 460100	344	101000
12		GAS/ELECTRIC ~ District 165		0.00			2400 46 430263	341	101000
13		GAS/ELECTRIC ~ Rental Fees		0.00*			2400 46 430263	533	101000
14		GAS/ELECTRIC ~ District 167		494.99			2420 48 430263	341	101000
15		GAS/ELECTRIC ~ Rental Fee		1,453.50*			2420 48 430263	533	101000
16		GAS/ELECTRIC ~ District 171		137.94			2430 49 430263	341	101000
17		GAS/ELECTRIC ~ District 172		1,297.98			2440 50 430263	341	101000
18		GAS/ELECTRIC ~ District 202		559.49			2470 72 430263	341	101000
19		GAS/ELECTRIC ~ Rental Fee		3.00			2470 72 430263	533	101000
20		GAS/ELECTRIC ~ District 173		114.16			2480 47 430263	341	101000
21		GAS/ELECTRIC ~ Sewer Lift		87.07			2510 107 430220	341	101000

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26			GAS/ELECTRIC - Water Plant	4,409.02			5210 22 430530	341	101000
27			GAS/ELECTRIC - Water Plant	2,536.74			5210 22 430530	344	101000
28			GAS/ELECTRIC - Fish & Game	23.34			5210 23 430550	341	101000
29			GAS/ELECTRIC - Fish & Game	58.75			5210 23 430550	344	101000
30			GAS/ELECTRIC - Fish & Game	23.34			5310 31 430630	341	101000
31			GAS/ELECTRIC - Fish & Game	58.75			5310 31 430630	344	101000
32			GAS/ELECTRIC - Sewer Lift	1,505.73			5310 32 430690	341	101000
33			GAS/ELECTRIC - Sewer Lift	110.07			5310 32 430690	344	101000
34			GAS/ELECTRIC - Treatment Plant	0.00			5310 33 430640	341	101000
35			GAS/ELECTRIC - Ambulance	0.00			5510 10 420730	341	101000
36			GAS/ELECTRIC - Ambulance	0.00			5510 10 420730	344	101000
39			GAS/ELECTRIC - Shop	740.95			6040 910 430220	341	101000
40			GAS/ELECTRIC - Shop	486.53			6040 910 430220	344	101000
41			GAS/ELECTRIC - FISH & GAME	37.34			2510 107 430220	341	101000
42			GAS/ELECTRIC - FISH & GAME	94.00			2510 107 430220	344	101000
43			GAS/ELECTRIC - FISH & GAME	9.33			2520 108 430220	341	101000
44			GAS/ELECTRIC - FISH & GAME	23.50			2520 108 430220	344	101000
131030	81259S	2450	POSTMASTER (UTILITIES)	1,085.14					
	1	USPS102018 02/28/19	Water/Sewer Postage	542.57			5210 25 430510	311	101000
	2	USPS102018 02/28/19		542.57			5310 29 430610	311	101000
131031	81222S	1921	MONTANA MUNICIPAL INTERLOCAL RETIREE FEB HEALTH PREMIUMS	2,296.80					
	1	02/2019	RODELL	4.55			1000 362022		101000
	2	02/2019	RODGERS	778.55			1000 362022		101000
	3	02/2019	WILDMAN	735.15			1000 362022		101000
	4	02/2019	KELM	81.00			1000 362022		101000
	5	02/2019	SCHWEIGERT	697.55			1000 362022		101000
131032	81238S	4056	MOVIE LICENSING USA	1,836.00					
	1	2631488 02/01/19	Sagebrush Federation	1,836.00*		25813	2880 44 460100	350	101000
131033	81257S	395	VA MONTANA HEALTHCARE SYSTEM	417.50					
	1	436-K908FE 02/01/19	February Lease OA #226	417.50		25255	2985 15 450340	530	101000
131034	81243S	999999	THOMAS TROTSKY	639.41					
			MAIL TO: SOLESTONE REIMBURSEMENT PO BOX 1359 MISSOULA, MT 59806-1359						
	1	TRIP180604 02/02/19	AMBULANCE REIMBURSEMENT	639.41			5510 342026		101000

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131035	81242S	999999 MARGARET BROWN MAIL TO: SOLESTONE REIMBURSEMENT PO BOX 1359 MISSOULA, MT 59806-1359		92.82					
1	TRIP180925	02/02/19 AMBULANCE REIMBURSEMENT		92.82			5510 342026		101000
131036	81240S	4180 INTELICORP RECORDS, INC.		44.25					
1	1013008	01/31/19 BACKGROUND CHECK- MARY ROBERT		44.25			1000 3 410500	350	101000
131037	81258S	395 VA MONTANA HEALTHCARE SYSTEM		3,115.83					
1	436K9083F6	02/05/19 RENT AT VA		3,115.83		25753	1000 5 420140	530	101000
131038	81239S	147 A+ ELECTRIC MOTOR REPAIR, INC		4,645.00					
1	19-205	01/29/19 REWIND MOTOR REPAIR		2,322.50		25484	5310 33 430640	220	101000
2	19-205	01/29/19		2,322.50		25484	5310 33 430640	230	101000
131039	81241S	390 JERRYS REFRIGERATION SERV INC		120.00					
1	108941	01/28/19 DEHUMIDIFIERR REPAIR		120.00		25494	5210 22 430530	360	101000
131040	81226S	999999 MOTION INDUSTRIES		928.09					
1	MT01254163	01/16/19 CYLINDER & SEAL FOR ROTOR		928.09		25493	5310 33 430640	230	101000
131041	81227S	999999 JASON BERRY		15.00					
1	REIMBURSE	01/14/19 REIMBURSE FOR TURN OUT REPA		15.00		25658	1000 7 420460	226	101000
131042	81246S	4062 SCL HEALTH ~ Supplies		480.59					
1	IN7250	01/31/19 MEDICAL SUPPLIES		480.59		25662	5510 10 420730	222	101000
131043	81245S	870 EAST MAIN ANIMAL CLINIC		331.89					
1	2339	01/31/19 VET FEES FOR DOGS & CATS SHEL		331.89		25751	1000 21 440600	350	101000
131044	81297S	925 FARMERS ELEVATOR		131.19					
1	IM3720	02/05/19 PARKS		50.40		25884	1000 13 460433	363	101000
2	IM3684	02/04/19 PARKS		80.79		25884	1000 13 460433	363	101000
131045	81229S	4038 BOBCAT OF MILES CITY		6,854.37					
1	01-41404	12/21/18 Tool Cat Purchase remaining		6,854.37		942	5610 87 430300	944	101000
131046	81230S	523 CITY SERVICE, INC.		491.51					
1	W086935	02/11/19 Refueler filters		491.51*		938	5610 87 430300	363	101000

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131047	81232S	268 MILES CITY SANITATION INC.	60.00					
2	92126520	02/01/19 Garbage 2 bins February 2019	60.00		940	5610 87 430300	220	101000
131048	81231S	4162 CROSS PETROLEUM SERVICE	376.85					
1	44143	01/22/19 Aviation Oil	376.85		937	5610 87 430300	250	101000
131049	81261S	999999 CUSTERCOUNTY DISTRICT HIGH SIGNAL BUTTE ADVERTISING	80.00					
1	02/09/19	CCDHS- SIGNAL BUTTE PAPER	80.00*		25814	2220 16 460100	330	101000
131050	81233S	1407 KADRMAS LEE & JACKSON INC	10,194.56					
1	10112799	02/07/19 STORMWATER- SLOUGH GRANT	9,577.45		25313	1000 201 431200	350	101000
2	10112800	02/07/19 PROGRAM MANAGEMENT/MISC	459.25		25313	1000 201 431200	350	101000
3	10112801	02/07/19 GOV RELATIONS/PUBLIC OUTREAC	157.86		25313	1000 201 431200	350	101000
131051	81234S	4189 L.N. CURTIS AND SONS	6,600.00					
1	INV240535	12/13/18 Fire Turnouts	6,600.00		25671	1000 7 420460	226	101000
131052	81247S	999999 GENERAL DISTRIBUTING COMPANY	34.65					
1	00722366	01/31/19 O2 RENT	97.65		25668	5510 10 420730	222	101000
2	00724890	02/05/19 O2 PARTIAL MONTH CREDIT	-63.00		25668	5510 10 420730	222	101000
131053	81248S	2475 PRAX AIR	77.50					
1	87458532	01/31/19 O2	77.50		25665	5510 10 420730	222	101000
131054	81321S	2903 TIRE-RAMA	17.00					
1	1060211036	02/06/19 COMPUTER BALANCE	17.00		25663	5510 10 420730	364	101000
131055	81251S	999999 POTTY SHACKS	95.00					
1	4279	02/06/19 PORTABLE TOILET	95.00		25664	1000 7 420460	350	101000
131056	81249S	869 EAST MONT COMMUNICATIONS	845.00					
1	28385	01/31/19 Radio Install Modulares	845.00		25669	1000 7 420460	350	101001
131057	81250S	1120 GLADER ELECTRIC CO	2,990.00					
1	87190	01/30/19 Modular Hookups	2,990.00		25659	1000 7 420460	350	101001
131058	81262S	2322 OLNES & ASSOCIATES PC CPA'S	500.00					
1	100868	02/07/19 Final 2018 Audit	500.00		25913	1000 3 410500	350	101000

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131059	81252S	3039 UTILITIES UNDERGROUND LOCATION		36.11					
1	9015089	01/31/19 January Locates		18.05		25584	5210 23 430550	220	101000
2	9015089	01/31/19		18.06		25584	5310 31 430630	220	101000
131060	81263S	3229 ROLLING RUBBER / POINT S		756.59					
1	1034040	02/01/19 Flat repair, radial repair		22.95		25718	1000 5 420140	230	101000
2	1034040	02/01/19 p245/ssr18 Goodyear Eagle Enf		605.64		25718	1000 5 420140	230	101000
3	1034040	02/01/19 Mount/Dismount		40.00		25718	1000 5 420140	230	101000
4	1034040	02/01/19 Balance		48.00		25718	1000 5 420140	230	101000
5	1034040	02/01/19 Tire Disposal Fee		20.00		25718	1000 5 420140	230	101000
6	1034340	02/12/19 Flat Repair 2006 GMC		20.00		25757	1000 5 420140	230	101000
131061	81235S	394 BOSS INC		1,354.45					
1	245478	01/23/19 Finance		160.39		25910	1000 3 410500	210	101000
2	242706	01/23/19		160.40		25910	5210 25 430510	210	101000
3	245377-1	01/23/19		160.39		25910	5310 29 430610	210	101000
245544									
4	247147	01/23/19 Noble		22.99		24431	1000 4 411100	220	101000
5	242684-0	01/23/19 Public Works		3.75		24723	1000 36 411020	210	101000
6	247158-0	01/23/19		32.99		24725	1000 36 411020	210	101000
7	247891-0	01/23/19 Police		176.55*		25748	1000 5 420140	220	101000
8	247173-0	01/23/19		72.46*		25755	1000 5 420140	220	101000
9	see stmt	01/23/19		564.53*		25736	1000 5 420140	210	101000
25752, 25750, 25745, 25748, 25741, 25755, 25230									
131062	81236S	4099 DELUXE MOTORS		30,917.00					
1	2019 Ram	02/13/19 2019 pickup for water/wastew		15,458.50		25586	5210 22 430530	940	101000
2	2019 Ram	02/13/19		15,458.50		25586	5310 33 430640	940	101000
131063	81237S	2831 MILES CITY STAR PUBLISHING		247.00					
1	208868	01/31/19 Conditional Use Permit		82.33		25911	1000 3 410500	330	101000
2	208944	01/31/19 Res # 4221		82.33		25911	5210 25 430510	330	101000
3		01/31/19		82.34		25911	5310 29 430610	330	101000
131064	81224S	2830 STAR PRINTING & SUPPLY		521.43					
1	270028	02/24/19 MC Fire		29.76		25656	1000 7 420460	210	101000
2	270028	02/24/19		14.66		25656	5510 10 420730	210	101000
3	270220	02/24/19 RSVP		160.29		24549	2985 15 450340	210	101000
4	269556	02/24/19		225.60		24549	2985 15 450330	220	101000
5	270023	02/24/19 Noble		31.00		24432	1000 4 411100	214	101000
6	270023	02/24/19		33.38		24432	1000 4 411100	220	101000
7	269353	02/24/19 Library		6.87		25811	2220 16 460100	210	101000
8	270247	02/24/19		19.87		25811	2220 16 460100	320	101000

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131065	81223S 999999	JOSH SEEKINS	69.00					
1	02/13/19	Travel Expense	69.00		25496	5210 80 430540	370	101000
131066	81228S 999999	RAY EMELINE	69.00					
1	02/13/19	Travel Expense	69.00		25488	5310 33 430640	370	101000
131067	-99895E	1970 MONTANA DAKOTA UTILITIES	17,554.97					
1	23	Lighting District 165	3,508.09			2400 46 430263	341	101000
2	23	Lighting District 165	12,165.40*			2400 46 430263	533	101000
3		Fire Department	344.88			1000 7 420460	341	101000
4			347.96			1000 7 420460	344	101000
5		Library	448.99			2220 16 460100	341	101000
6		Library	398.38			2220 16 460100	344	101000
7		Ambulance	171.39			5510 10 420730	341	101000
8		Ambulance	169.88			5510 10 420730	344	101000
131068	-99894E	1970 MONTANA DAKOTA UTILITIES	8,244.98					
1		Daly Sewer Treatment Plant	8,244.98			5310 33 430640	341	101000
131069	81301S 1986	JACKS BODY SHOP	165.00					
1	7759 02/14/19	Tow 1992 Lincoln- vin 631851	165.00*		25763	1000 5 420140	220	101000
131070	81253S 999999	BIGHORN VALLEY HEALTH CENTER INC	624.00					
1	2.5.2019 02/05/19	sexual assault exam	624.00		25762	1000 5 420140	350	101000
131071	81311S 1810	MILES CITY VET SERVICE	14.00					
1	214557 02/13/19	boarding K-9 Max (1night)	14.00*		25761	1000 5 420140	790	101080
131072	81254S 3292	MONTANA AIR CARTAGE	277.50					
1	YNZ10119 02/01/19	Partners Program crate deliv	277.50		25815	2880 39 460100	311	101000
131073	-99893C 4010	FELT, MARTIN, FRAZIER & WELDON,	4,856.86					
1	273 02/07/19	AUDIT LETTER	100.00		25914	1000 3 410500	350	101000
2	165 02/07/19	CCWSD	2,330.00*		25914	1000 4 411100	350	101000
3	273 02/07/19	MISC LABOR	2,257.50*		25914	1000 3 411101	350	101000
4	319 02/18/19	CCWSD	169.36*		25916	1000 4 411100	350	101000
131074	81264S 1921	MONTANA MUNICIPAL INTERLOCAL METER LEAK INS CLAIM	3,750.00					
1	118015 02/11/19	DEDUCTIBLE FOR SACRED HEART	3,750.00		25587	5210 23 430550	220	101000

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131075	81298S	4171 FERGUSON WATERWORKS #1701		12.00					
1	0704575-1	02/11/19 METER REPAIR PARTS		12.00		25588	5210 23 430550	230	101000
131076	81265S	2151 Morrison-Maierle System		167.50					
1	33067	02/07/19 OFFICE PROGRAM & INSTALL		62.50		25756	1000 5 420140	350	101000
2	33066	02/07/19 JOINED WORKSTATION (SWIFT)		105.00		25756	1000 5 420140	350	101000
131077	81300S	1321 HOLMLUND MOBILE LOCK & KEY		84.50					
1	32837	02/15/19 REPLACE LOCK CYLINDER		84.50		25817	2220 16 460100	360	101000
131078	81255S	999999 BETTY VAIL		1,246.04					
		NSCA BAORD MEETING IN ALEXANDRIA, VA & WASHINGTON DC. (FEB 12-14, 2019)							
1	02/19/19	NSCA TRAVEL EXPENSES		546.04		25256	2985 15 450340	370	101000
2	02/19/19			700.00*		25256	2985 15 450330	370	101004
131079	81266S	1937 MONTANA AERONAUTICS DIVISION		236.30					
1	02-04-2019	02/04/19 Wind Socks		236.30		940	5610 87 430300	230	101000
131080	81314S	999999 RAY ALLEN MANUFACTURING		114.98					
1	RO025388	02/23/19 SM MAG STASH BOX W/ LABEL		74.99*		25767	1000 5 420140	790	101080
2	RO025388	02/18/19 NARC BAGS SET OF 6		32.99*		25767	1000 5 420140	790	101080
3	RO025388	02/18/19 SHIPPING		7.00*		25767	1000 5 420140	790	101080
131081	81256S	572 VERIZON WIRELESS		240.20					
1	9823676175	02/27/19 MDT FEES		240.20*		25765	1000 5 420140	220	101000
131082	81267S	999999 MDU ATTN: REVENUE ACCOUNTING		10,894.66					
1	34928	12/26/18 TRANSFORMER FOR MODULAR INSTAL		10,894.66		25672	1000 7 420460	350	101001
131083	81325S	999999 XYLEM DEWATERING SOLUTIONS INC		1,818.16					
1	400890409	02/13/19 MECHANICAL SEALS & ORINGS		909.08		25499	5210 22 430530	230	101000
2	400890409	02/13/19		909.08		25499	5210 80 430540	230	101000
131084	81268S	790 DPC INDUSTRIES		80.00					
1	DE72000009	01/31/19 DEMURRAGE		50.00		25497	5210 80 430540	222	101000
2	DE72000009	01/31/19		30.00		25497	5310 33 430640	222	101000
131085	81260S	4161 DESERT MOUNTAIN COPORATION		4,409.89					
1	18-65033	02/08/19 Ice Slicer		3,527.91		25892	2510 107 430220	220	101000
2	18-65033	02/08/19		881.98		25892	2520 108 430220	220	101000

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131086	81269S 999999	BUCKY JOHNSON	41.04					
1	9167108628	02/04/19 Cell Phone Reimbursement	20.52		25591	5210 23 430550	345	101000
2	9167108628	02/04/19	20.52		25591	5310 31 430630	345	101000
131087	81270S 999999	DAVID HARRIS	70.00					
		Great Falls- Montana Rural Water Conference						
1	02/26/19	travel reimbursement	35.00		25589	5210 22 430530	370	101000
2	02/26/19		35.00		25589	5310 33 430640	370	101000
131089	81282S 999999	BETTY VAIL	516.08					
1	GJ9B8Z	02/25/19 Flight to DC	501.08		25258	2985 15 450340	370	101004
2	37220	01/31/19 FINGERPRINTING REIMBURSEMENT	15.00*		25258	2985 15 450340	220	101004
131090	81285S 999999	CINTAS	85.50					
1	5013064532	02/21/19 MED SUPPLY REFILL	85.50*		25768	1000 5 420140	210	101000
131091	81272S 4022	MARILYNN FORMAN	350.00					
1	02 2019	02/28/19 FEBRUARY PD CLEANING	350.00		25769	1000 5 420140	350	101000
131092	81277S 671	CUSTER COUNTY TREASURER	17.51					
1	02/25/19	REGISTRATION FOR 2016 FORD INT	17.51*		25771	1000 5 420140	220	101000
131093	81318S 999999	SARAH MAHDI	44.37					
1	74639	02/28/19 REFUND DEPOSIT	44.37			5210 214010		101000
131094	81290S 999999	DANIELLE VANCLEAVE	97.27					
1	74640	02/28/19 REFUND DEPOSIT	97.27			5210 214010		101000
131095	81316S 999999	REBECCA ZEEB	88.08					
1	74641	02/28/19 REFUND DEPOSIT	88.08			5210 214010		101000
131096	81281S 999999	ASHLEE JONES	77.40					
1	74642	02/28/19 REFUND DEPOSIT	77.40			5210 214010		101000
131097	81324S 999999	TYLER JOHNSON	88.71					
1	74643	02/28/19 REFUND DEPOSIT	88.71			5210 214010		101000
131098	81317S 999999	ROBERT STEVENSON	150.00					
1	74644	02/28/19 REFUND DEPOSIT	150.00			5210 214010		101000

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131099	81303S	999999	KATIE ISBELL	6.25					
1	74645	02/28/19	DEPOSIT REFUND	6.25			5210 214010		101000
131100	81299S	999999	GARY GILLIGAN	97.91					
1	74646	02/28/19	REFUND DEPOSIT	97.91			5210 214010		101000
131101	81275S	1737	MC AREA SOLID WASTE DISTRICT	15.00					
1	7201A	02/05/19	ANIMAL DISPOSAL	15.00*		25759	1000 21 440600	220	101000
131102	81273S	999999	BIGHORN VALLEY HEALTH CENTER,	576.00					
1	1.29.19	01/29/19	SEXUAL ASSAULT EXAM	576.00		25774	1000 5 420140	350	101000
131103	81274S	4151	ELEANOR P LAVINE	600.00					
1	10341	02/11/19	PSYCH TEST- BEASLEY	200.00		25773	1000 5 420140	350	101000
2	10339	02/16/19	PSYCH TEST- ALSPAW	200.00		25773	1000 5 420140	350	101000
3	10340	02/13/19	PSYCH TEST- SLOTSVE	200.00		25773	1000 5 420140	350	101000
131104	81276S	999999	MYLES CONNELLY	92.00					
1	02272019	02/27/19	TRAVEL ADVANCE TO MNOA CONFE	92.00		25776	1000 5 420140	370	101000
131105	81287S	700	CUSTER COUNTY WATER & SEWER	13,502.70					
1	02282019	02/28/19	WATER & SEWER COLLECTIONS	13,502.70			7980 211020		101000
131106	81284S	999999	CENTURYLINK	1,941.84					
1	406896217	02/21/19	911 phone system	1,941.84		25237	2850 105 420140	345	101000
131107	81307S	4021	LUCI'S OFFICE, INC	1,032.88					
1	1469	02/28/19	website fees & maintenance	1,032.88		25262	2985 15 450330	220	101004
131108	81288S	4141	Custom Auto & Accessories	520.00					
1	11635	02/21/19	Unit #70	260.00		25427	5210 22 430530	363	101000
2	11635	02/21/19		260.00		25427	5310 33 430640	363	101000
131109	-99891C	4003	SHI INTERNATIONAL CORP	272.79					
1	B09485993	02/06/19	2019 windows	218.23		25893	2510 107 430220	210	101000
2	B09485993	02/06/19		54.56		25893	2520 108 430220	210	101000
131110	81302S	1407	KADRMAS LEE & JACKSON INC	8,693.46					
1	10112798	02/07/19	Darling Add Rehab Proj 24161	4,234.75		25896	2510 107 430236	350	101000
2	10112798	02/07/19		4,234.75		25896	5210 23 430550	940	101000
3	10113450	02/28/19	GIS Data Maintenance	223.96		25241	2850 105 420140	350	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
131111	81313S	2510 QUAD K SUPPLY	186.75					
1	53918	02/26/19 supplies shop	25.88		25430	2510 107 430220	220	101000
2	53918	02/26/19	6.47		25430	2520 108 430220	220	101000
3	53918	02/26/19	16.20		25430	5210 23 430550	220	101000
4	53918	02/26/19	16.20		25430	5310 31 430630	220	101000
5	53907	02/25/19 Towels & Liners	81.74		25679	1000 7 420460	220	101000
6	53907	02/25/19	40.26		25679	5510 10 420730	220	101000
131112	81315S	2537 RDO EQUIPMENT CO	2,606.90					
1	P43247	01/03/19 Unit 45	15.00		25426	2510 107 430220	363	101000
2	P45285	03/01/19 Unit 37	1,036.76		25432	2510 107 430220	363	101000
3	P45285	03/01/19	259.20		25432	2520 108 430220	363	101000
4	P45285	03/01/19	647.97		25432	5210 23 430550	363	101000
5	P45285	03/01/19	647.97		25432	5310 31 430630	363	101000
131113	81292S	1286 DENNIS HIRSCH	7,434.22					
1	02282019	02/28/19 Feb Building Permits	7,434.22		25899	2394 18 420531	350	101000
131114	-99890C	501 CHEM SEARCH	863.00					
1	3446691	02/20/19 Slide GL NAC	345.20		25433	2510 107 430220	363	101000
2	3446691	02/20/19	86.30		25433	2520 108 430220	363	101000
3	3446691	02/20/19	215.75		25433	5210 23 430550	363	101000
4	3446691	02/20/19	215.75		25433	5310 31 430630	363	101000
131115	81279S	999999 1ST METHODIST CHURCH	300.00					
1	71219	01/17/19 Refund of Re-Zone	300.00			4060 323040		101000
131116	81320S	999999 THOMAS SPEELMON	70.00					
GREAT FALLS- MONTANA RURAL WATER CONFERENCE								
1	02282019	02/26/19 TRAVEL REIMBURSEMENT	35.00		25590	5210 23 430550	370	101000
2	02282019	02/26/19	35.00		25590	5310 31 430630	370	101000
131117	81278S	999999 SAMANTHA MALENOVSKY	569.37					
1	02042019	02/04/19 Flood GIS Training- Helena	188.57*		25314	1000 201 431200	231	101000
2	02042019	02/04/19	46.00		25314	1000 201 431200	370	101000
3	02042019	02/04/19 AMFM Conference- Lewiston	334.80		25314	1000 201 431200	370	101000
131118	81308S	999999 MDU ATTN:REVENUE ACCOUNTING	383.89					
1	34956	02/11/19 REPAIR MAIN	383.89		25898	1000 8 411230	360	101000

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131119	81280S	999999 AL OLSON	29.30					
1	02/28/19	MEALS WHILE DRIVING DAV	29.30		25263	2985 15 450330	379	101004
131120	81304S	4045 IAND SOLUTIONS, INC.	940.00					
1	LS030319	03/03/19 ANNEXATION, HOME BUSINESS	940.00*		24726	1000 36 411020	350	101000
131121	81305S	4101 LOSINSKI PLUMBING	1,621.54					
1	478122	01/18/19 Plumbing	480.00		25681	1000 7 420460	940	101000
2	478126	01/21/19 Plumbing	334.76		25681	1000 7 420460	940	101000
3	478146	02/01/19 Plumbing	806.78		25681	1000 7 420460	940	101000
131122	81319S	999999 TARGET LOGISTICS	72,810.00					
1	22492	02/20/19 Two 2 bdrm Trailers	72,810.00		25680	1000 7 420460	940	101000
131123	81293S	2856 DXP ENTERPRISES INC.	401.28					
1	49200576	10/31/17 Gas Monitor	287.54		25678	1000 7 420460	214	101000
2	49210539	11/03/17 Safety Kit	113.74		25678	1000 7 420460	214	101000
131124	81283S	999999 BRANDEN STEVENS	82.99					
1	02/21/19	Training Cam	55.60		25674	1000 7 420460	380	101000
2	02/21/19		27.39		25674	5510 10 420730	380	101000
131125	81296S	4112 FARMERS BROTHERS COFFEE	146.08					
1	1543104U	02/19/19 2 cases of coffee	146.08		944	5610 87 430300	220	101000
131126	81310S	1780 MILES CITY MOTOR SUPPLY	51.97					
1	733767	02/27/19 DEF and Charger	51.97*		946	5610 87 430300	363	101000
131127	81312S	2151 Morrison-Maierle System	2,595.00					
1	33204	02/28/19 QRTLY Service Fee Feb-April 19	2,595.00		25242	2850 105 420140	350	101000
131128	81286S	660 CUSTER COUNTY CLERK & RECORDER	10.00					
1	03062019	03/06/19 Industrial Site Plates	10.00		24727	1000 36 411020	327	101000
131129	81294S	872 EASTERN MONTANA IND	325.00					
1	470694	02/28/19 Cleaning Contract	325.00		25820	2220 16 460100	360	101000
# of Claims			111	Total:	310,723.44			
Total Electronic Claims			72,619.58	Total Non-Electronic Claims	238103.86			