



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*April 9, 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 3/26/2019

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

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

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

13. UNFINISHED BUSINESS

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

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

C. Approval of designating a one-way street on Dickinson Street from South Montana to South Lake Street

14. NEW BUSINESS

Council Agenda 2019 0409

- A. **RESOLUTION NO. 4243- A Resolution Approving Terms for a Commercial Loan Agreement With the Montana Community Development Corporation, For Purchase of a Fire Training Building**
- B. **ORDINANCE NO. 1331- (*First Reading*) An Ordinance Amending Section 23-27 of the Code of Ordinances of Miles City, Montana, With Regards to the Fluoridation of Municipal Water**
- C. **APPROVAL OF MARCH CLAIMS**

15. ADJOURNMENT

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

Minutes

**REGULAR COUNCIL MEETING March 26, 2019
6:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, March 26, 2019, in the City Hall Conference Room, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Dwayne Andrews, Rick Huber, Jeff Erlenbusch, Kathy Wilcox, Ken Gardner, John Uden and Susanne Galbraith. Council Member Brant Kassner was excused

Also present were City Attorney Dan Rice, Public Utilities Director Tom Speelmon, Police Chief Doug Colombik, Building Inspector Dennis Hirsch, Planner in Training Ally Capps, Firefighter Jason Berry, Fire Captain Tanner Harbaugh and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 3/12/2019

** *Councilperson Uden moved to approve the minutes of the Regular Council Meeting of March 12, 2019, subject to changes, and seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 7-0.*

Finance Committee Meeting: 3/07/2019

** *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of March 7, 2019, and seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 7-0.*

SCHEDULE MEETINGS

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

Human Resources Committee April 4th @6 p.m.

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

Board of Adjustments - Jenny Sloan

*** Councilperson Uden moved to appoint Jenny Sloan to the Board of Adjustment, seconded by Councilperson Huber. The motion **passed** unanimously*

Health Board- John Goff

*** Councilperson Galbraith moved to reappoint John Goff to the Health Board, seconded by Councilperson Andrews. The motion **passed** unanimously*

Health Board- Amber Trenka

*** Councilperson Gardner moved to reappoint Amber Trenka to the Health Board, seconded by Councilperson Wilcox. The motion **passed** unanimously*

PROCLAMATIONS

None

STAFF REPORTS

Chief Colombik presented a plaque to Shelly Dyba for showing care and compassion to a citizen of Miles City. Ms. Dyba reacted to an incident on March 1st, that possibly saved another person's life. He added that the City has been awarded a grant for \$2,000 from North West Farm Credit Services. The grant is for the K9 project and no match is required.

Captain Tanner Harbaugh presented a badge to Jason Berry for being promoted to a Confirmed Firefighter.

CITY COUNCIL COMMENTS

Councilperson Andrews reminded everyone that there is a free training on how to become a more effective board and/or council member. The training is April 18th at Miles Community College.

Councilperson Wilcox asked if any Council member would be interested in being on the Health Board. She explained that she is having a hard time making the five o'clock meeting. No one was interested.

MAYOR COMMENTS

Mayor Hollowell explained to Council that Oftedal Construction came to Council awhile ago, asking for a 300-foot access into the north side of Sheffield Road to enter a gravel pit. After being denied, the Mayor contacted the FAA and was told they have no problem with Oftedal using the road. The access would not interfere with the airport operations or finances. Mayor Hollowell and Councilperson Gardner will

present the issue to the Airport Board at its next meeting. He asked for a straw poll vote to see if Council would allow the access. The consensus of the Council was to pursue with the issue.

He introduced Senator John Tester's Eastern Montana representative, Tom Culvert.

The Planner is applying for two grants with no City match:

- \$5,000 from AARP to purchase inflatable item for the Oasis
- \$5,000 from Glendive Chamber of Commerce to purchase a pump and electrical box for the Wibaux Park fountain

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

- A. **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**

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

UNFINISHED BUSINESS

- A. **ORDINANCE NO. 1330- (Second 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**

*** Councilperson Galbraith moved to approve the Ordinance, ready by title only, seconded by Councilperson Huber. On roll call vote, the motion passed 7-0 Ordinance No. 1330 passed*

NEW BUSINESS

None

ADJOURNMENT

** *Councilperson Uden moved to adjourn the meeting, seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 7-0.*

The meeting adjourned at 6:20 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

Public Hearing
&
Unfinished Business

APPEAL

Christopher B. Gray
GRAY LAW OFFICE
P.O. BOX 1065
Bozeman, Montana 59771
406-551-4511
cgray@cggraylaw.com

ATTORNEY FOR ELLIS RENTALS, LLC

**BEFORE THE CITY COUNCIL
MILES CITY, MONTANA**

**NOTICE OF ADMINISTRATIVE APPEAL
FROM A DECISION OF THE CITY FLOODPLAIN ADMINISTRATOR**

Ellis Rentals, LLC, through the undersigned counsel, appeals the December 21, 2018 decision of the Miles City, Montana Floodplain Administrator pursuant to Article 13 of the *Floodplain Hazard Management Regulations*, City of Miles City, Feb. 13, 2018 (FHMR). The December 21, 2018 decision of the Floodplain Administrator is attached (Decision).

Ellis Rentals, LLC as the applicant and an aggrieved party appeals the Decision on the basis that it is arbitrary, capricious and unlawful. The grounds of the appeal are a plain reading of the provisions of the FMHR, state and federal law and specific rulings of the Montana Supreme Court relevant to the replacement of mobile homes at the same site and within the same scope of use. The appeal is based on all of the information supplied to the Floodplain Administrator in Ellis

Rentals, LLC application submitted on September 24, 2018 and the supplemental application materials submitted on October 18 and 30, 2018 (collectively, Application).

The specific findings and conclusion appealed are as follows:

1. That part of the Decision denying the Application on the basis that it was to “replace an existing dwelling with a newer improved dwelling” requiring a flood plain permit. *Decision, Conclusion 2.*
2. The Decision did not address nor did the Floodplain Administrator schedule a hearing for that part of the Application requesting an “exception to the variance criteria” under the FMHR Section 12-59, Subsection 2-1 (44CFR60.6(a)).

WHEREFORE, The City Council should:

1. AFFIRM that part of the Decision of the Floodplain Administrator which establishes *all of the elements* of the Westwood Mobile Home Park as an artificial obstructions and nonconforming use as set forth in Section 12-28.1 of the FHMR.
2. OVERTURN that part of the Decision that requires any mobile home replaced or repaired at its original site and within its original scope to obtain any additional permit from the Floodplain Administrator.

3. In the alternative, the City Council should PROCEED WITH A HEARING ON THE EXCEPTION to the variance criteria pursuant to Section 12-59, Subsection 2-1 of the FHMR and GRANT THE EXCEPTION with the conditions requested.

DATED this 8th day of January, 2019.

GRAY LAW OFFICE



Christopher B. Gray

* * *

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing document was served upon the following counsel of record, by the method indicated on 1/8/2019, addressed as follows:

Samantha Malenovsky
Floodplain Administrator
City of Miles City
PO Box 910
17 S. 8th Street
Miles City, MT 59301

City Clerk
City of Miles City
PO Box 910
17 S. 8th Street
Miles City, MT 59301

Dan Rice
City Attorney
City of Miles City -- via email only (drice@milescity-mt.org)

A handwritten signature in dark ink is written over a solid horizontal line. The signature is stylized and appears to be the name 'Dan Rice'. The line extends across the width of the signature.

City of Miles City
STAFF REPORT-APPEAL
Alberts Trailer Court- Paul Ellis
Hearing date: April 9, 2019

APPEAL DESCRIPTION:

This is a request for an appeal of the floodplain administrator's December 21, 2018 denial of a floodplain application dated September 26, 26, 2018 requesting to replace existing mobile homes without elevating to the required regulations of Base Flood Elevation plus 2'.

Article 10, Section 12-52: **Residential building, exceptions or additional requirements** states that New construction, alterations, and substantial improvements of residential dwellings, manufactured home, including replacement of manufactured homes must be constructed such that

1. **Elevation of the Lowest Floor** The Lowest Floor of the building including an attached garage or basement must be two (2) feet or more above the Base Flood Elevation; (ARM 36.15.701(3))
2. **Enclosure** Enclosures of elevated buildings cannot be dry flood proofed. Use for an enclosure is limited to facilitating building component access. The enclosure including a crawlspace must be wet flood proofed and the enclosure floor must be at or above the Base Flood Elevation. An attached garage floor must be two (2) or more feet above the Base Flood Elevation;

For this reason the floodplain permit was denied and applicant then submitted an appeal.

BACKGROUND:

A. Owner/Applicant:

Current: Paul Ellis
Ellis Rentals, LLC c/o Gray Law Office
P.O. Box 1065
Bozeman, Montana 59771
(406) 551-4511

B. Location:

The property is located at 900 Alberts, Miles City, Montana and is further described as C.O.S. 45294, Tracts A & B, Env. 106, and M&B Tracts in the NESW & NWSE between Milwaukee & Burlington Northern Railroad Tracts, Miles City, Montana.

C. Existing Land Use:

The Westwood Estates trailer park consists of two legally platted parcels. One parcel is 5.74 acres and the other is 11.495 acres. Both parcels are currently zoned Mobile Home-RV Park District. The trailers in question is placed on a 900 sq. ft. portion of land within the larger platted, undivided mobile home park.

Note: It was determined during the writing of this report that this park was developed in the 1970's. The Flood Insurance Study for Miles City was not completed until early 1980's. The property was not placed in an 'A' zone until the 2010 DFIRM took effect. Therefore, the structures were considered "Pre-FIRM" and the base flood elevation for the property would not have been identified at the time of original development.

D. Adjacent Land Uses:

Properties in the neighborhood are all mobile homes. There are residences located to the south and the old Milwaukee Railroad tracks are to the north.

REVIEW AND FINDINGS OF FACT

The request is submitted by Paul Ellis to obtain an appeal from the decision stating the park is a nonconforming use and artificial obstruction, they are entitled to repair/replace mobile homes without a permit, requiring elevations of all the structures contained with the Westwood Estates of Ellis Rentals, LLC as described in Section 12-52.1 of the Miles City Floodplain and Floodway Regulations. The information listed below was founded by another structure located in proximately of this structure (survey report attached):

Base Flood Elevation:	2357.5 feet
Lowest Elevation of surrounding area	approx. 2351.4 feet
Elevation difference from ground to lowest floor (as per regulations)	+8.1 feet

The appeal proposes to allow all structures within all of Westwood Estates to not have to be elevated per regulations.

STAFF RECOMMENDATION:

Deny the appeal on the basis that is defies State and Local regulations.

First, the park is a nonconforming use and artificial obstruction. The park itself is a non-conforming use which allows the current pre-existing structures to not have to be brought up to floodplain regulations. Although when a structure is removed, regardless of size, and replace with a new structure the new structure, as with any code, must conform to the new regulations in place at that time.

Second, Repair/replace mobile homes without a permit. Section 12-50 states that “all artificial obstruction included new construction, substantial improvements, alterations to residential and nonresidential structures including manufactured home, and related suitable fill or excavation shall be allowed by permit...” Also noted in the email from Thomas Birney dated February 7, 2019 “44 CFR 60.3 (b)(1) ‘require permits for all proposed construction and other developments including the placement of manufactured homes...”

Third, elevating of structure. By not elevating to the required regulations the community may lose Community Rating System (CRS) points or be removed from CRS, which provides discounted insurance rates to over 900 residents. The applicant has other alternatives as opposed to having to elevate to BFE +2’ which will help the community remain in good standing within the National Flood Insurance Program and CRS.

Applicant would also have to follow anchoring requirements as stated in Section 12-51.6 and 12-51.18.

The applicant also does not address how he plans on handling any plumbing, electrical, heating, and/or cooling fixtures, which also need to be elevated to BFE+2' as per Section 12-51.10,11, and 12.

NOTE: Section 12-65 states 'a decision on an appeal of a permit cannot grant or issue a variance.'



CITY OF MILES CITY

FLOODPLAIN APPEAL APPLICATION

An appeal is a formal review of the Floodplain Administrator's order, decision to grant, condition or deny a floodplain permit or interpretation of the Regulated flood hazard Area boundary. An appeal may be submitted by a landowner or party affected by the order, the permit applicant, or any other party aggrieved by the issuance of a permit. Appeals must be received within 30 days of the date of the decision or order of the Floodplain Administrator. A decision on an appeal of a permit does not grant or issue a variance, this must be filled for separately.

Section A: Owner Information

Applicant Name: Ellis Rentals, LLC c/o Gray Law Office

Address PO Box 1065, Bozeman, Montana 59771 Phone 406-551-4511

Owner Name (if different from above) Please see original application package

Address _____ Phone _____

City _____ State _____ Zip _____

Section B: Property Information

NAME OF STREAM or WATER BODY at project location: Yellowstone River Nearest Town: Miles City, Montana

Westwood Mobile Home Park

Address/Location: Tracts A and B, COS 45294 and M&B Tracts in the NESW

Geocode (if available): 14-1740-27-3-35-06-0000 and 14-1740-27-3-35-01-0000

SW 1/4, Section 27, Township 8N, Range 47E County Custer

The proposed development is in the N/A Floodway N/A Flood Fringe N/A Floodplain with no elevation

The Base Flood Elevation (BFE) at the project site is: 2357.5¹

The lowest adjacent grade of the property is: 2351.6²

The lowest floor of the proposed structure is: N/A

Section C: Basis of Appeal and Supporting Information

What action are you requesting- Modify the FPA Order

¹ BFE may vary throughout the Westwood Mobile Home Park

² Id.

Describe the information, data, and witnesses you will be presenting at the appeal hearing? Please see the entire application package on file with the Floodplain Administrator. Ellis Rentals' will also provide briefing materials for the benefit of the Council and public prior to (and in time to meet Montana public meeting law requirements) the set hearing in this appeal.

What portion of the application, permit, and/or regulations is applicable to the basis of this appeal request? Please see attached "Notice of Administrative Appeal from a Decision of the City Floodplain Administrator," dated January 8, 2019 and received by the City of Miles City before the time for appeal expired.

Applicant Signature [Signature] for Ellis Rentals, LLC

Date 2/4/2019 retroactive to 1/8/2019

OFFICE USE ONLY	
Date of Appeal Hearing: _____	Date complete appeal application submitted: _____
Date of Appeal Board Action: _____	
Action of Appeals – FPA’s Order: <input type="checkbox"/> Concur <input type="checkbox"/> Reject <input type="checkbox"/> Remain	
Notes/Conditions: _____	

Christopher B. Gray
GRAY LAW OFFICE
P.O. BOX 1065
Bozeman, Montana 59771
406-551-4511
cgray@cgraylaw.com

ATTORNEY FOR ELLIS RENTALS, LLC

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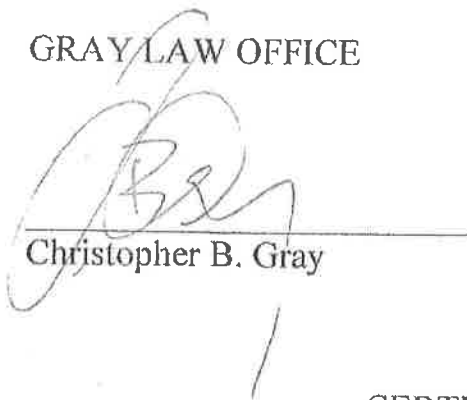
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DATED this 8th day of January, 2019.

GRAY LAW OFFICE



Christopher B. Gray

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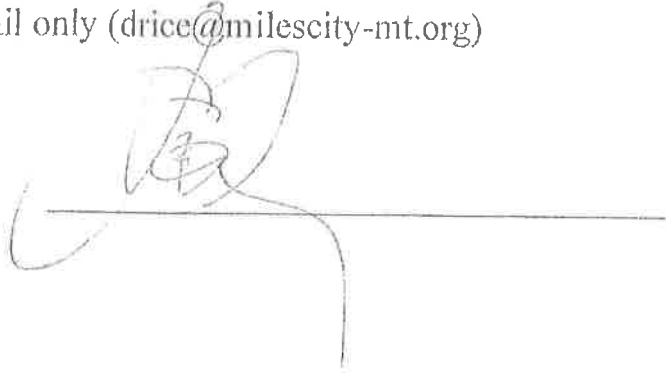
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Floodplain Administrator
City of Miles City
PO Box 910
17 S. 8th Street
Miles City, MT 59301

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PUBLIC WORKS & UTILITIES
DEPARTMENT



CITY OF MILES CITY

17 So. 8th Street
P.O. Box 910
Miles City, Montana 59301

Telephone: (406) 234-3193
Fax: (406) 234-6392

December 21, 2018

Mr. Gray,

Your application on behalf of Ellis Rentals, Westwood Estates, for a Flood plain Development Permit is

Denied. The attached statement of facts and conclusions outlines the basis for the denial of your application.

Respectfully,

Samantha Malenovsky
City of Miles City Flood Plain Administrator

Findings of Fact:

1. The purpose of the floodplain permitting process is to promote public health, safety and general welfare of the residents and minimize public and private losses due to flood conditions in the Regulated Flood Hazard Areas (RFHA) (Section 12-4 City of Miles City Floodplain Ordinance).
2. Article 2 Section 12-18 states:
Manufactured Home Park or Subdivision – Includes the construction of facilities for servicing the manufactured home lots and at a minimum includes the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads. (44CFR 59.1)
Manufactured or Mobile Home – A building that may be residential or non-residential, is transportable in one or more sections, built on a permanent chassis, and designed to be used with a permanent foundation when connected to the required utilities and includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days (ARM 36.15.101(15)).
3. Article 5, Section 12-24 states: Existing artificial obstruction or nonconforming uses established before land use regulations pursuant to Section 76-5-301, MCA were effective, are allowed without a permit. However, alteration or substantial improvement of an existing artificial obstruction or nonconforming use requires a floodplain permit. Maintenance of an existing artificial obstruction or nonconforming use does not require a floodplain permit if it does not cause an alteration or substantial improvement (MCA 76-5-404(3)).
4. Article 10 Section 12-52 states: Residential building, exceptions or additional requirements
New construction, alterations, and substantial improvements of residential dwellings, manufactured homes, including replacement of manufactured homes must be constructed such that...
5. Manufactured Home Park or Subdivision was developed before 1980. Area has not increased in size and remains as a Manufactured Home Park or Subdivision.

Based upon the facts set forth above, the Flood Plain Administrator for the City of Miles City makes the following conclusions:

1. The Manufactured Home Park or Subdivision is pre-existing and allowable under the above listed facts as non-conforming. When a Manufactured or mobile home structures is replaced, altered, or substantially improved, it falls under the regulations that are in place at the time of the improvement.
2. This application is to replace an existing dwelling with a newer, improved dwelling and therefore requires a flood plain permit as stated above.

Therefore:

The Flood Plain Application is Denied.

You may request a variance based on this decision before the City Council. The Variance process is addressed in Section 12-56 through Section 12-61 of the City of Miles City Code of Ordinances Chapter 12.



PUBLIC WORKS & UTILITIES
DEPARTMENT



CITY OF MILES CITY

17 So. 8th Street
P.O. Box 910
Miles City, Montana 59301

Telephone: (406) 234-3493
Fax: (406) 234-6392

NOTICE FOR PUBLIC COMMENT

REQUEST FOR FLOODPLAIN APPEAL AND VARIANCE

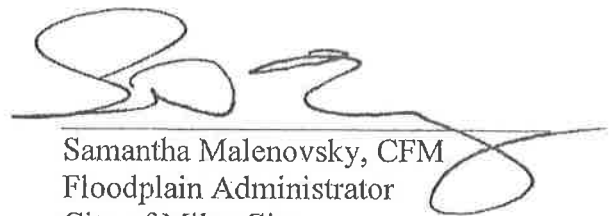
The City of Miles City Council has received the following Floodplain Appeal and Variance request:

An appeal and variance request has been made by Ellis Rentals for two lots in the 100-year floodplain. The site is located at 900 Albert Ave. lot # 37 & 47 and is legal described as section 27, Township 08N, Range 47E, Tract A & B, in the NESW & NWSE between Milwaukee and Burlington Northern RR in Miles City, Montana. The applicant is seeking an appeal to the floodplain administrator's decision and an exception to the variance criteria.

The site is currently mapped as an AE flood hazard zone with Base Flood Elevation given.

A more precise map and description of the proposal, appeal, and variance is available for review at City Hall, 17 South Eighth Street, Miles City, Montana. Written or oral comments concerning the above request should be directed to the Floodplain Administrator at the City of Miles City, PO Box 910, Miles City, MT 59301; or via phone: (406) 234-3493 or email: smalenovsky@milescity-mt.org

Comments will be received through Tuesday, February 26, 2019 until 5:00 p.m. The hearing will be held the same day at 6:00 p.m. in the City Hall Conference Room, 17 South Eighth Street, Miles City, MT 59301.



Samantha Malenovsky, CFM
Floodplain Administrator
City of Miles City

Ellis Rentals LLC.
PO Box 3486
Bozeman, MT 59772-3486

Diane Grutkowski
818 N. Lake Ave.
Miles City, MT 59301-2631

Trinity Railcar Repair Inc.
200 N. La Salle St. Ste. 1550
Chicago, IL 60601-1034

Myron & Arlene Lindberg
900 Albert Dr.
Miles City, MT 59301-2238

Mary Jo Kramer
900 Albert Dr. Trlr 22
Miles City, MT 59301-2236

Marvin Starck
811 N. Merriam Ave.
Miles City, MT 59301-2721

Jeanne & Michael Huston
801 N. Merriam Ave.
Miles City, MT 59301-2721

Alec Kiltie
814 N. Jordan Ave.
Miles City, MT 59301-2719

David & Ronda Worlie
808 N. Jordan Ave.
Miles City, MT 59301-2719

Wade Camp
811 N. Jordan Ave.
Miles City, MT 59301-2718

Kevin Johnsgard
809 N. Jordan Ave.
Miles City, MT 59301-2718

Robert & Marilyn Dickson
816 N. Custer Ave.
Miles City, MT 59301-2708

Jeremy & Marcy Stradley
63 Prima Vista Dr.
Miles City, MT 59301-8722

Sheila Capek
817 N. Custer Ave.
Miles City, MT 59301-2707

Thomas & Janet Beyl
811 N. Custer Ave.
Miles City, MT 59301-2707

Guy Lund
807 N. Custer Ave.
Miles City, Mt 59301-2707

Quinton Crow
501 S. Jordan Ave.
Miles City, MT 59301-4812

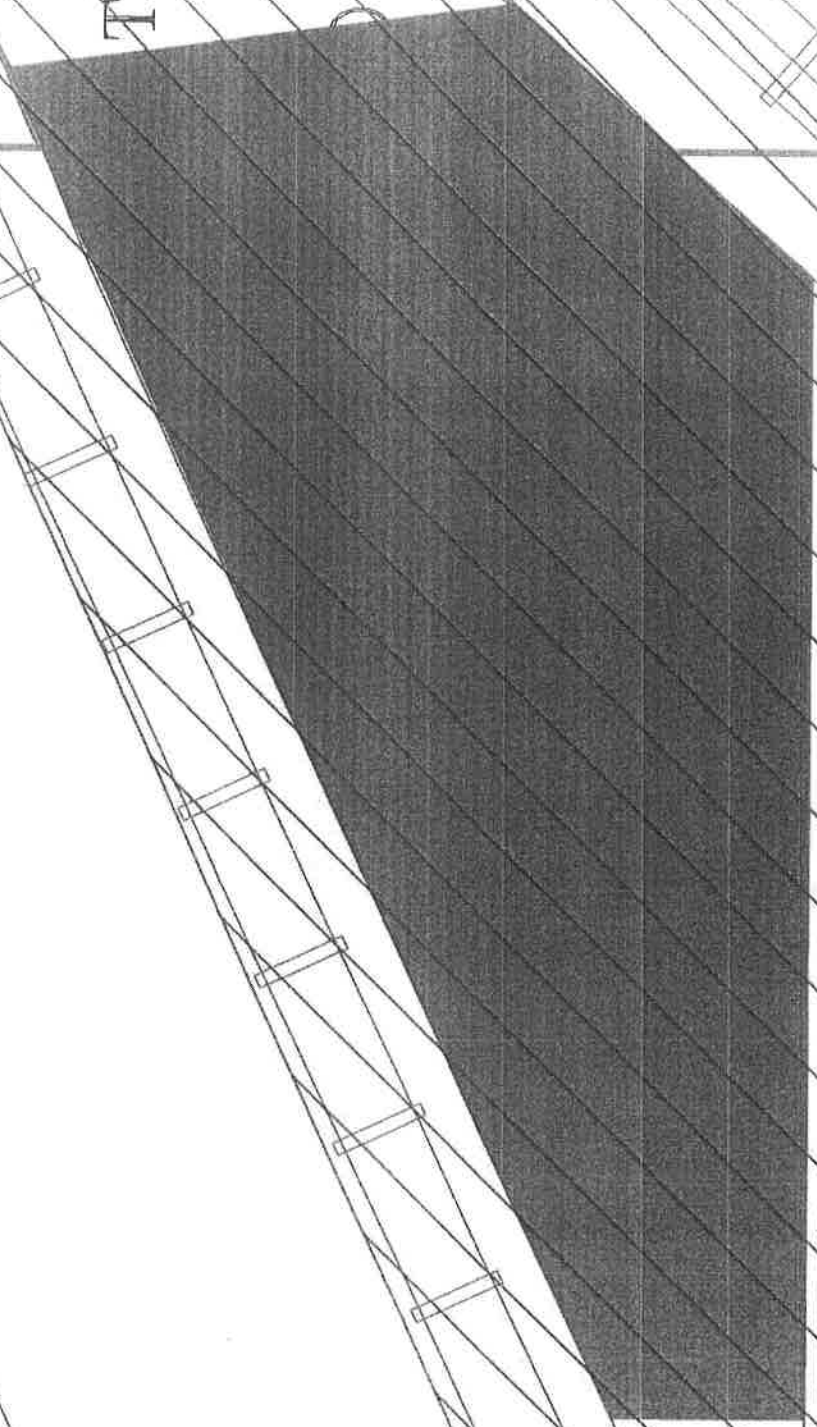
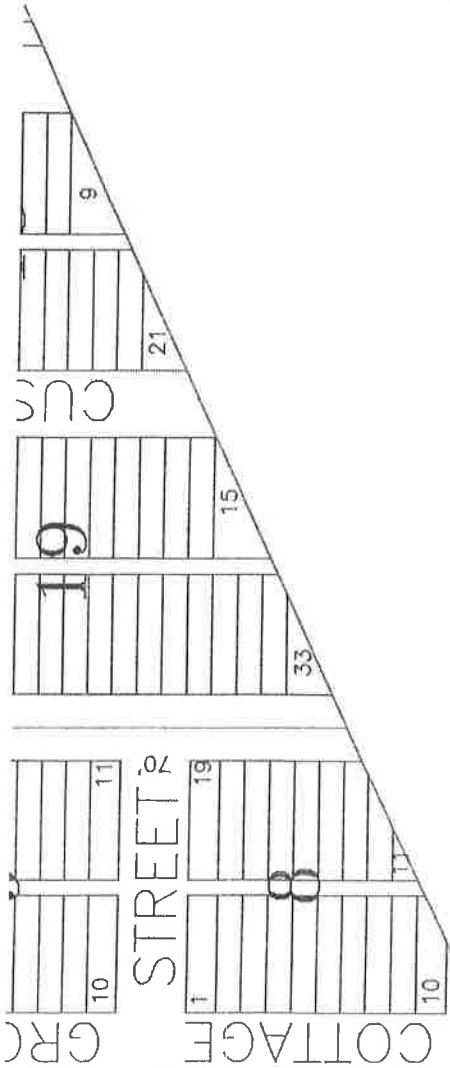
Austin & Harmony Lott
813 N. Lake Ave.
Miles City, MT 59301-2630

Alyce Jerrel
809 N. Lake Ave.
Miles City, MT 59301-2630

Gina Wolff
805 N. Lake Ave.
Miles City, MT 59301-2830

TRACT A
ON

Lot 1



IVY STREET

Revised: 6/5/15 (310 form 270). Form may be downloaded from: www.dnrc.mt.gov/licenses-and-permits/stream-permitting

AGENCY USE ONLY: Application # 260918 Date Received 9-26-18
 Date Accepted _____ / Initials _____ Date Forwarded to DFWP _____

This space is for all Department of Transportation and SPA 124 permits (government projects).
 Project Name _____
 Control Number _____ Contract letting date _____
 MEPA/NEPA Compliance Yes No If yes, #14 of this application does not apply.

JOINT APPLICATION FOR PROPOSED WORK IN MONTANA'S STREAMS, WETLANDS, FLOODPLAINS, AND OTHER WATER BODIES

Use this form to apply for one or all local, state, or federal permits listed below. The applicant is the responsible party for the project and the point of contact unless otherwise designated. "Information for Applicant" includes agency contacts and instructions for completing this application. To avoid delays, submit all required information, including a project site map and drawings. Incomplete applications will result in the delay of the application process. Other laws may apply.

The applicant is responsible for obtaining all necessary permits and landowner permission before beginning work.

<input checked="" type="checkbox"/>	PERMIT	AGENCY	FEE
	310 Permit	Local Conservation District	No fee
	SPA 124 Permit	Department of Fish, Wildlife and Parks	No fee
x	Floodplain Permit	Local Floodplain Administrator	Varies by city/county (\$25 - \$500+)
	Section 404 Permit, Section 10 Permit	U. S. Army Corps of Engineers	Varies (\$0 - \$100)
	318 Authorization 401 Certification	Department of Environmental Quality	\$250 (318); \$400 - \$20,000 (401)
	Navigable Rivers Land Use License, Lease, or Easement	Department of Natural Resources and Conservation, Trust Lands Management Division	\$50, plus additional fee

A. APPLICANT INFORMATION

NAME OF APPLICANT (person responsible for project): **Ellis Rentals, LLC**
 Has the landowner consented to this project? Yes No
 Mailing Address: **PO BOX 3486, BOZEMAN, Montana, 59772**
 Physical Address: _____
 Day Phone: **406-581-2717** Evening Phone: _____ E-Mail: _____

NAME OF LANDOWNER (if different from applicant): same
 Mailing Address: _____
 Physical Address: _____
 Day Phone: _____ Evening Phone: _____ E-Mail: _____

NAME OF CONTRACTOR/AGENT (if one is used): **Gray Law Office**
 Mailing Address: **PO Box 1065, Bozeman, MT 59715**
 Physical Address: _____
 Day Phone: **406-551-4511** Evening Phone: _____ E-Mail: **cgray@cgraylaw.com**

B. PROJECT SITE INFORMATION

NAME OF STREAM or WATER BODY at project location: **Yellowstone River** Nearest Town: **Miles City, Montana**

Westwood Mobile Home Park

Address/Location: **Tracts A and B, COS 45294 and M&B Tracts in the NESW**
 Geocode (if available): **14-1740-27-3-35-06-0000 and 14-1740-27-3-35-01-0000**
SW 1/4, Section 27, Township 8N, Range 47E County Custer
 Longitude _____, Latitude _____

The state owns the beds of certain state navigable waterways. Is this a state navigable waterway? Yes or No. If yes, send copy of this application to appropriate DNRC land office – see Information for Applicant.

ATTACH A PROJECT SITE MAP OR A SKETCH that includes: 1) the water body where the project will take place, roads, tributaries, landmarks; 2) a circled “X” representing the exact project location. IF NOT CLEARLY STATED ON THE MAP OR SKETCH, **PROVIDE WRITTEN DIRECTIONS TO THE SITE.**

C. PROJECT INFORMATION

1. **TYPE OF PROJECT** (check all that apply)

- | | | |
|---|--|--|
| <input type="checkbox"/> Bridge/Culvert/Ford Construction | <input type="checkbox"/> Fish Habitat | <input type="checkbox"/> Mining |
| <input type="checkbox"/> Bridge/Culvert/Ford Removal | <input type="checkbox"/> Recreation (docks, marinas, etc.) | <input type="checkbox"/> Dredging |
| <input type="checkbox"/> Road Construction/Maintenance | <input type="checkbox"/> New Residential Structure | <input type="checkbox"/> Core Drill |
| <input type="checkbox"/> Bank Stabilization/Alteration | <input type="checkbox"/> Manufactured Home | <input type="checkbox"/> Placement of Fill |
| <input type="checkbox"/> Flood Protection | <input type="checkbox"/> Improvement to Existing Structure | <input type="checkbox"/> Diversion Dam |
| <input type="checkbox"/> Channel Alteration | <input type="checkbox"/> Commercial Structure | <input type="checkbox"/> Utilities |
| <input type="checkbox"/> Irrigation Structure | <input type="checkbox"/> Wetland Alteration | <input type="checkbox"/> Pond |
| <input type="checkbox"/> Water Well/Cistern | <input type="checkbox"/> Temporary Construction Access | <input type="checkbox"/> Debris Removal |
| <input type="checkbox"/> Excavation/Pit | xx Other: <i>Establishment of Artificial Obstructions and Non-conforming use</i> | |

2. **PLAN OR DRAWING** of the proposed project **MUST** be attached. **This plan or drawing must include:**

- a plan view (looking at the project from above)
- dimensions of the project (height, width, depth in feet)
- location of storage or stockpile materials
- drainage facilities
- an arrow indicating north
- a cross section or profile view
- an elevation view
- dimensions and location of fill or excavation sites
- location of existing or proposed structures, such as buildings, utilities, roads, or bridges

3. **IS THIS APPLICATION FOR** an annual maintenance permit? Yes No
(If yes, an annual plan of operation must be attached to this application – see “Information for Applicant”)

4. **PROPOSED CONSTRUCTION DATE.** Include a project timeline. Start date ____/____/____
Finish date ____/____/____ Is any portion of the work already completed? Yes No
(If yes, describe the completed work.)

n/a

5. **WHAT IS THE PURPOSE** of the proposed project? *Establishment of artificial obstructions and non-conforming use within the Regulated Flood Hazard Area. Please see attached.*

6. **PROVIDE A BRIEF DESCRIPTION** of the proposed project. *Establishment of artificial obstructions and non-conforming use within the Regulated Flood Hazard Area. Please see attached.*

7. **WHAT IS THE CURRENT CONDITION** of the proposed project site? Describe the existing bank condition, bank slope, height, nearby structures, and wetlands.

As indicated in the Exhibits A and B 1-8 attached.

8. **PROJECT DIMENSIONS.** How many linear feet of bank will be impacted? How far will the proposed project encroach into and extend away from the water body?

None.

9. **VEGETATION.** Describe the vegetation present on site. How much vegetation will be disturbed or covered with fill material during project installation? (Agencies require that only vegetation necessary to do the work be removed.) Describe the revegetation plan for all disturbed areas of the project site in detail.

n/a

10. **MATERIALS.** Describe the materials proposed to be used. Note: This may be modified during the permitting process. It is recommended you do not purchase material until all permits are issued.

Cubic yards/Linear feet

Size and Type

Source

n/a

11. **EQUIPMENT.** List all equipment that will be used for construction of the project. How will the equipment be used on the bank and/or in the water? Note: Make sure equipment is clean and free of weeds, weed seeds, and excess grease before using it in the water waterway. To prevent the spread of aquatic invasive species, to the extent practical, remove mud and aquatic plants from heavy machinery and other equipment before moving between waters and work sites, especially in waters known to be infested with aquatic invasive species. Drain water from machinery and let dry before moving to another location.

n/a

12. **DESCRIBE PLANNED EFFORTS TO MINIMIZE PROJECT IMPACTS.** Consider the impacts of the proposed project, even if temporary. What efforts will be taken to:

n/a to all factors below

- Minimize erosion, sedimentation, or turbidity?
- Minimize stream channel alterations?
- Minimize effects to stream flow or water quality caused by materials used or removal of ground cover?
- Minimize effects on fish and aquatic habitat?
- Minimize risks of flooding or erosion problems upstream and downstream?
- Minimize vegetation disturbance, protect existing vegetation, and control weeds?

13. **WHAT ARE THE NATURAL RESOURCE BENEFITS** of the proposed project?

n/a

14. LIST ALTERNATIVES to the proposed project. Why was the proposed alternative selected?

n/a

D. ADDITIONAL INFORMATION FOR SECTION 404, SECTION 10, AND FLOODPLAIN PERMITS ONLY.

If applying for a Section 404 or Section 10 permit, fill out questions 1-3. If applying for a floodplain permit, fill out questions 3-6. (Additional information is required for floodplain permits – See “Information for Applicant.”)

1. Will the project involve placement of dredged (excavated) and/or fill material below the ordinary high water mark, in a wetland, or other waters of the US? If yes, what is the surface area to be filled? How many cubic yards of fill material will be used? Note: Wetland delineations are required if wetlands are affected.

n/a

2. Description of avoidance, mitigation, and compensation (see Information for Applicant). Attach additional sheets if necessary.

n/a

3. List the names and address of landowners adjacent to the project site. This includes properties adjacent to and across from the project site. (Some floodplain communities require certified adjoining landowner lists).

As previously provided in former application

4. List all applicable local, state, and federal permits and indicate whether they were issued, waived, denied, or pending. Note: All required local, state, and federal permits, or proof of waiver must be issued prior to the issuance of a floodplain permit.

Building Permit from City of Miles City

5. Floodplain Map Number: **30017C0662D**

6. Does this project comply with local planning or zoning regulations? Yes No

E. SIGNATURES/AUTHORIZATIONS -- Each agency must have original signatures signed in blue ink.

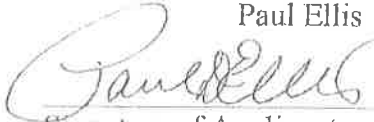
After completing the form, make the required number of copies and **then sign each copy**. Send the copies with original signatures and additional information required directly to each applicable agency.

The statements contained in this application are true and correct. The applicant possess' the authority to undertake the work described herein or is acting as the duly authorized agent of the landowner. The applicant understands that the granting of a permit does not include landowner permission to access land or construct a project. Inspections of the project site after notice by inspection authorities are hereby authorized.

APPLICANT (Person responsible for project):

Print Name: Ellis Rentals, LLC

Paul Ellis



Signature of Applicant

9/21/2018

Date

LANDOWNER:

Print Name: Ellis Rentals, LLC

Paul Ellis, Manager



Signature of Landowner

9/21/2018

Date

*CONTRACTOR/AGENT:

Print Name: Gray Law Office, Christopher B. Gray



Signature of Contractor/Agent

9/21/2018

Date

*Contact agency to determine if contractor signature is required.

which predate the FHMR, are identified by photographic means in Exhibit A and through copies of submittals to Custer County, Montana dating back to 1980 which are included in Exhibit B 1-8 (full size representations available upon request) to the Application. The Park and all of its constituent parts, including the ability to use a lot to place an appropriately sized mobile home, are all “artificial obstructions” and “nonconforming uses” as defined in the FHMR.

The Application is made exclusively for establishment of the artificial obstructions and nonconforming use as set forth in Section 12-28.1. of the FHMR. No other permits are necessary in accordance with Art. 5, Section 12-24, FHMR as long as no “alteration” or “substantial improvement” is made. Maintenance of an existing artificial obstruction or nonconforming use does not require a permit under any provision of the FHMR. Art. 5, Section 12-24, FHMR. Because the Park and its artificial obstructions and nonconforming uses are only being established under this Application and no new construction, substantial improvements or alterations are being completed, no permits are required under Article 10 of the FHMR.

The Application is an affirmation of the status quo. That is, the operation of the real property as a location where mobile homes are used as residences and where such mobile homes are used, repaired and replaced. For over thirty years that use has been consistent where residents or the owner of the Park repair, remove and replace mobile homes on and off the lots at the site locations set forth in Exhibits A and B. Ellis Rentals, LLC does not seek to expand or increase the volume of the artificial obstructions or nonconforming uses, just to sustain its vested property rights and to operate the Park as it has been for a long time before the establishment of the FHMR.

It is settled, bright line law in Montana that land use regulations, such as the FHMR, will not be enforced against owners of land which have a vested right for mobile home uses which are continuously used as such even though the mobile homes are repaired, removed and replaced. *Kensmoe v. City of Missoula* (1971) 156 Mont. 401, 480 P.2d 835; *See, Russell v. Flathead County* 2003 MT 867, ¶¶42-44, 314 Mont. 26.

The Application is for an administrative establishment of Ellis Rental’s vested rights to all of the artificial obstructions and nonconforming uses in the Park and to confirm its right to the “precise pre-existing, nonconforming use” when it repairs and replaces mobile homes on established lots “with a newer trailer home.” *Russell* at ¶44. If and when the purpose or volume

of the use of the individual lots in the Park as mobile home sites is changed or expanded, then the time will come for the additional permitting requirements of the FHMR.

In sum, the Application is to establish the following “artificial obstructions” and “nonconforming uses” as defined in the FHMR for the Park and as depicted in Exhibits A and B 1-8, including:

- 1) All property, equipment, material, development, conduit, culvert, building or improvements contained in the Park including the lots with mobile home site footprints, buildings, roads, potable water lines and sewer lines.
- 2) The nonconforming use of 70 lots to locate mobile homes fixing the site, size and scope of where any mobile home, either existing, repaired or replaced can be located.

The Application is not for a permit to alter, make substantial improvements to or for replacement of any dwellings or mobile homes. That type of permit is not necessary under the FHMR as written. The Application is to fix in time and establish the artificial obstructions and nonconforming uses maintained and conducted in the Park. Ellis Rentals, LLC has vested property rights to do so which can be utilized consistently and continuously as established in accordance with Montana law and within a reasonable interpretation of the FHMR.

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SURVEY REPORT

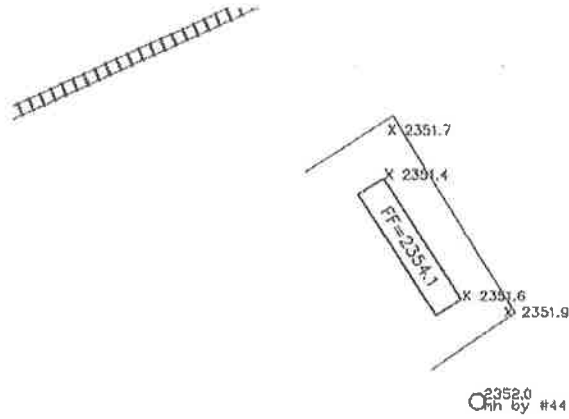
I, Quinn Wright PLS, a duly licensed land surveyor, hereby certify that I have personally examined the survey, by personnel under my supervision, which determined the elevations of the parcel of land in Miles City, Custer County, State of Montana.

Described as follows: Albert Trailer Court # 44

For: David Olguin

Purpose: To determine the elevation above mean sea level (NAVD 1988)

Sketch of elevations determined:



No Scale

NOTE: THIS IS NOT A BOUNDARY SURVEY

FLOOD PROFILE
TONGUE RIVER SPLIT 2A
BFE= 2357.5'



DOWL HKM

718 PLEASANT
P.O. BOX 1518
MILES CITY, MT 59301
406-234-6666
406-234-7065 (FAX)
DOWLHKM.DDM

Quinn W. Wright 5/5/2012
QUINN W. WRIGHT PLS
Montana Reg. No 9334LS

 Westwood Mobile Home Park



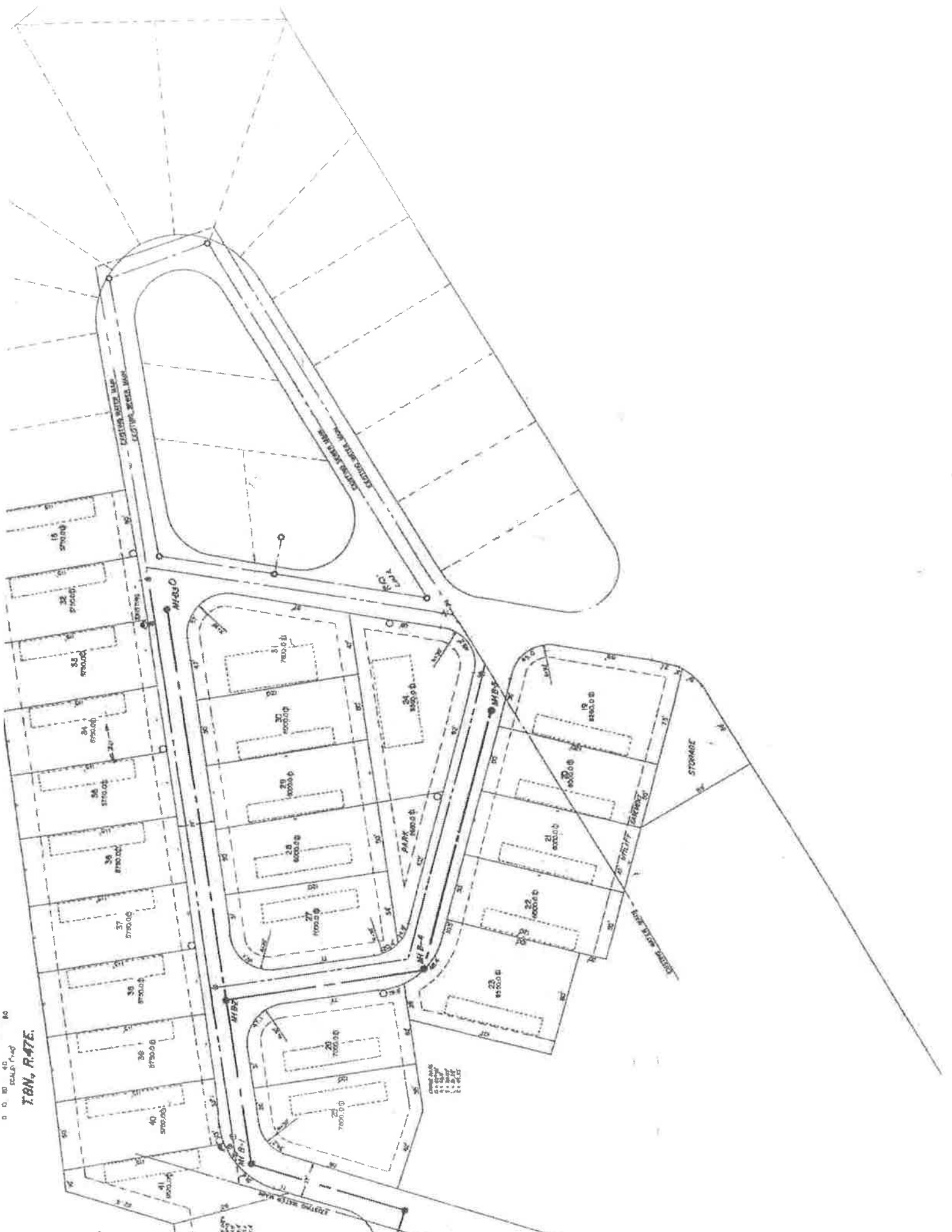
EXHIBITS B 1-8



1. 1" = 40'
 2. 1" = 40'
 3. 1" = 40'
 4. 1" = 40'

4" PITCH

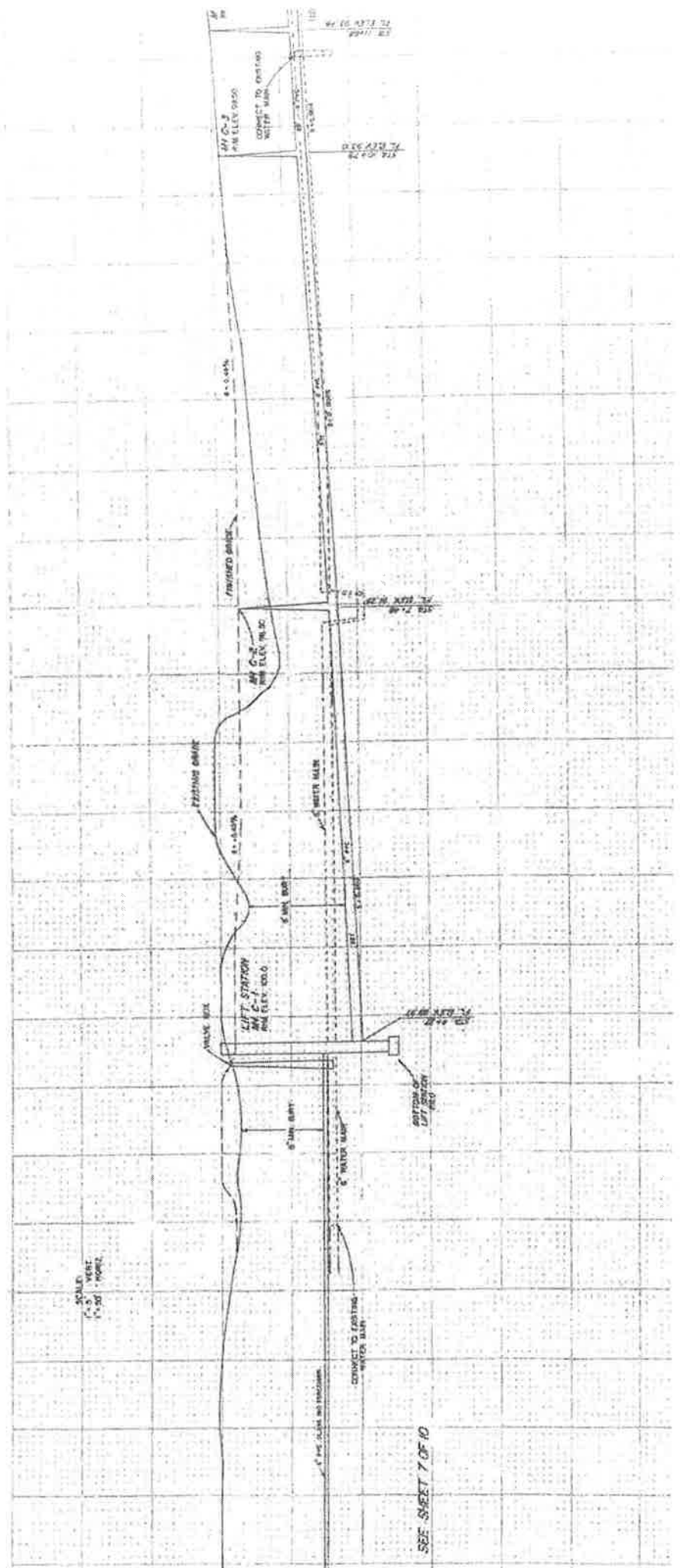
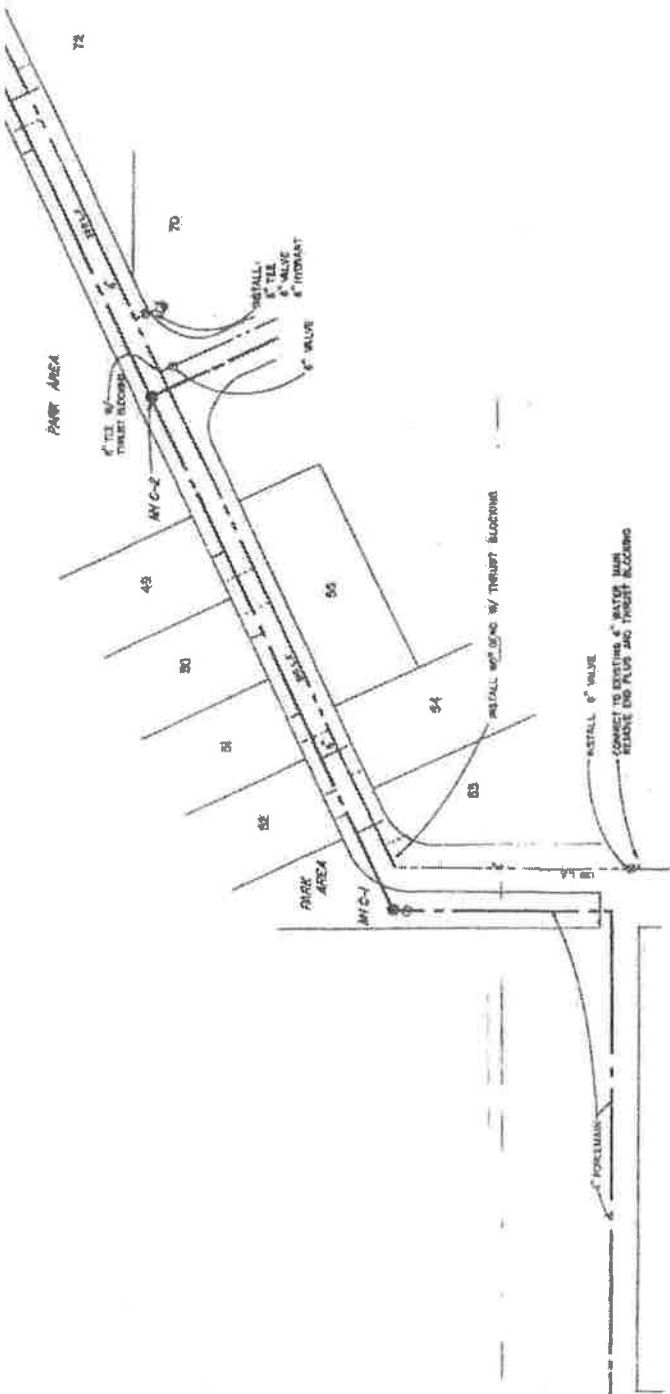
T&N, R. 47E.



CONCRETE DRIVE
ASPH
GRAVEL DRIVE
GRAVEL DRIVE
GRAVEL DRIVE

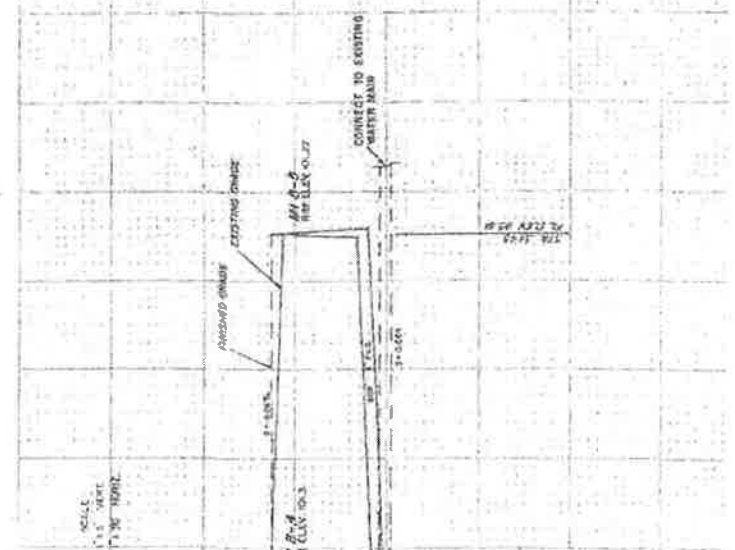
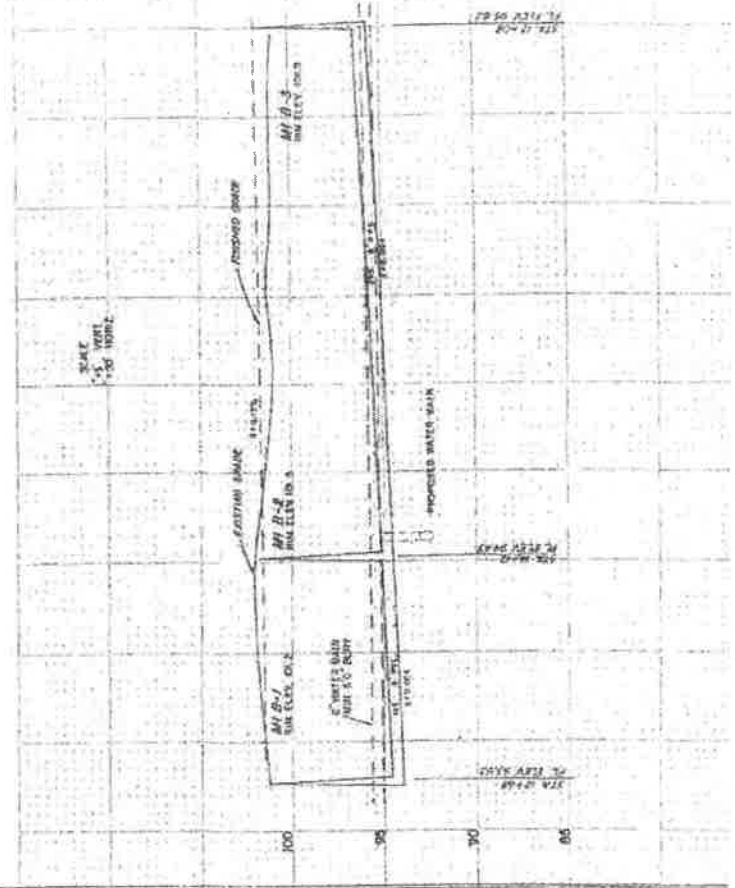
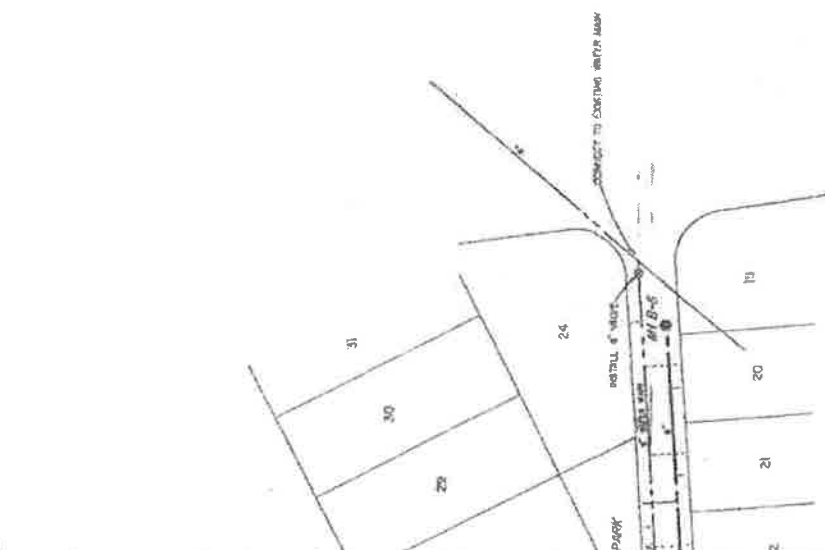
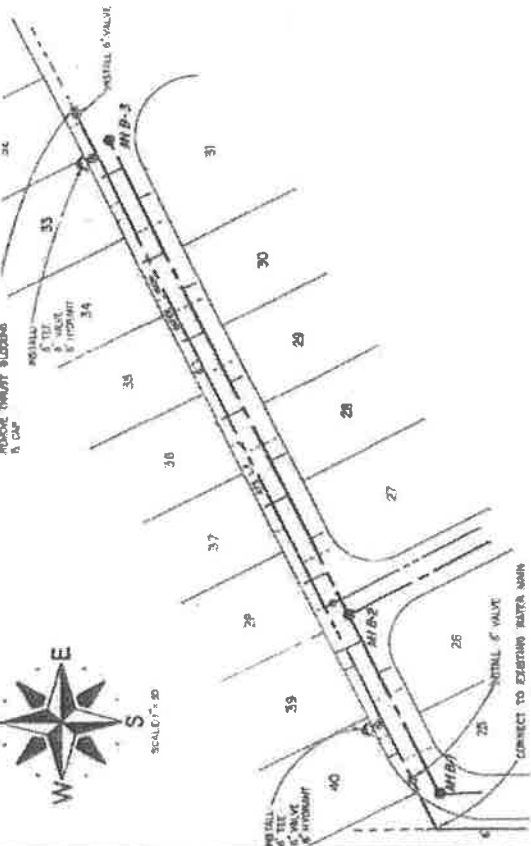
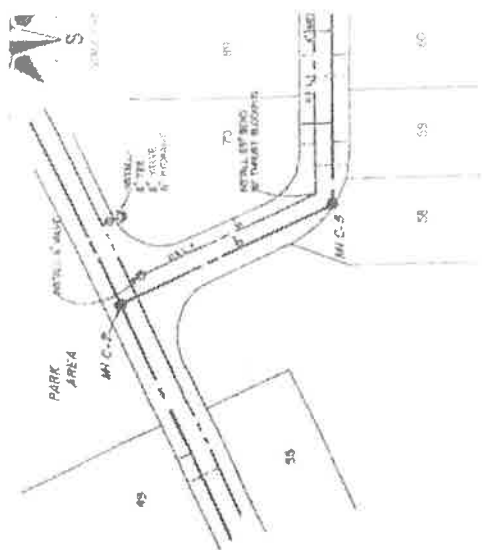


INSTALL 12" DIA. MANHOLE WITH THURST BLOCKING



SCALE
VERT. 1" = 5'
HORIZ. 1" = 20'

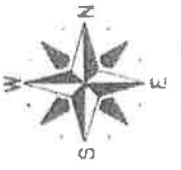
SEE SHEET 7 OF 10



GORDON STREET

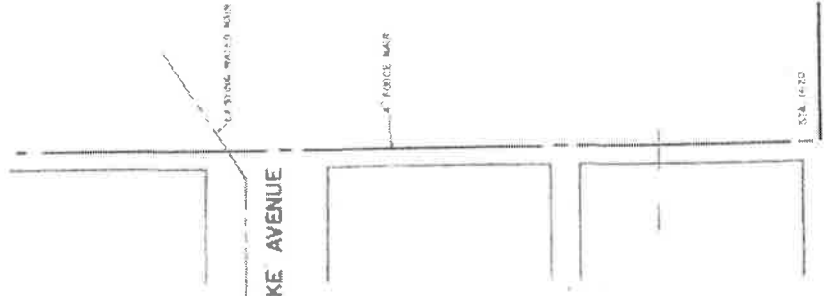


IVY STREET



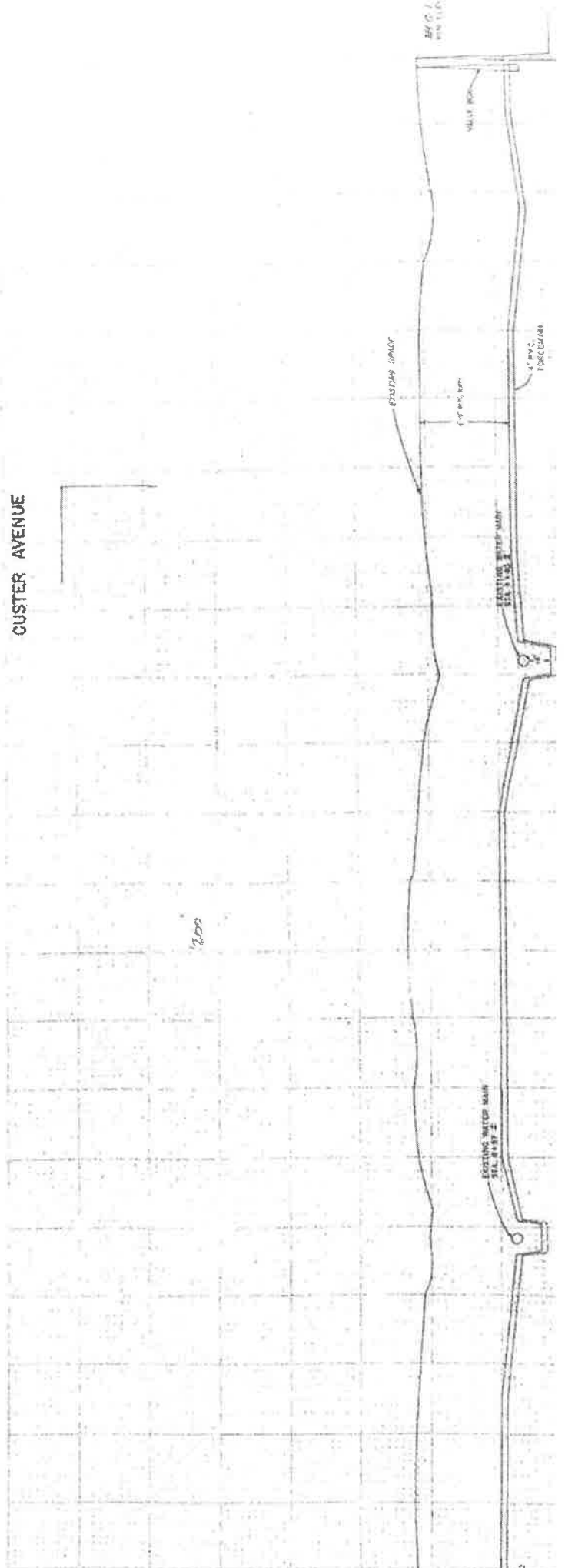
SCALE: 1"=50'

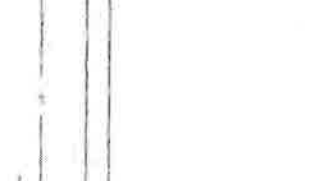
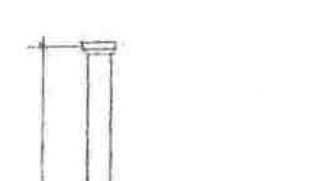
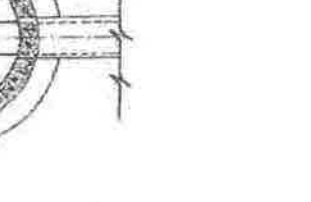
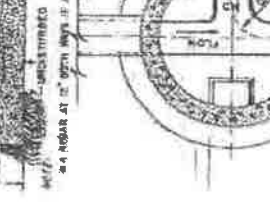
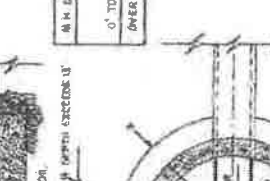
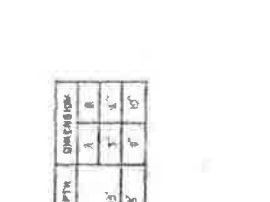
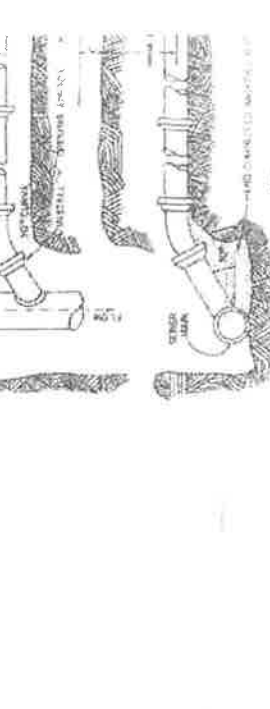
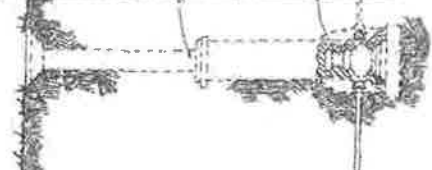
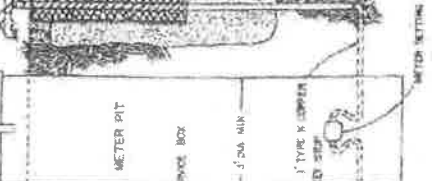
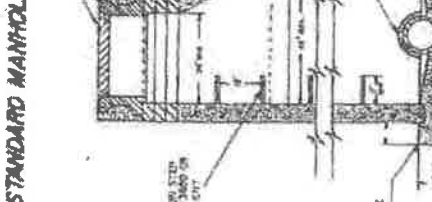
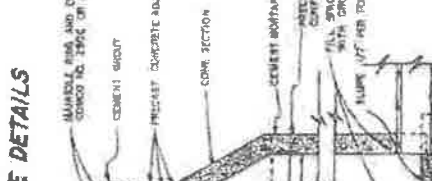
LAKE AVENUE



SEA 1470 1142.00 LIFT STATION

CUSTER AVENUE





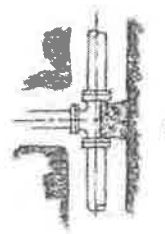
STANDARD MANHOLE DETAILS

STANDARD SEWER SERVICE

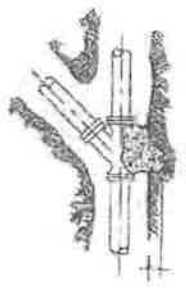
TYPICAL FIRE HYD

TABLE OF BEARING AREAS IN SQ. FT. FOR CONCRETE THRUST BLOCKING

SIZE	BENCHES		TEES	90° BENT VALVE	DEAD ENDS	CAST-IRON MANHOLE RINGS
	45°	22 1/2°				
18"	4.0	2.2	1.1	0	3.8	2.8
24"	4.0	2.2	1.1	0	3.8	2.8
30"	4.0	2.2	1.1	0	3.8	2.8



BLOCKING DETAIL



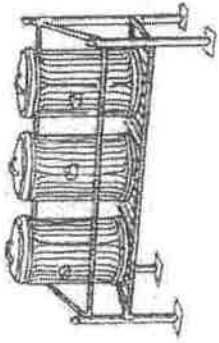
MAIN - SEWER MAIN CROSSING



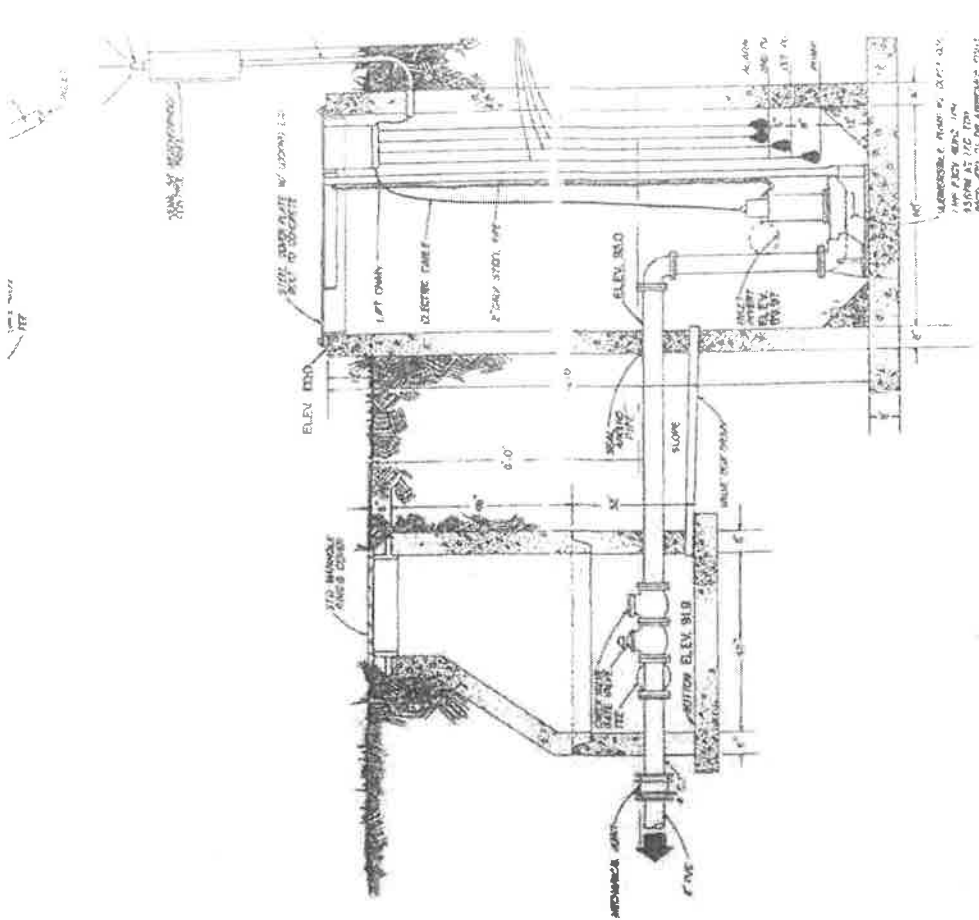
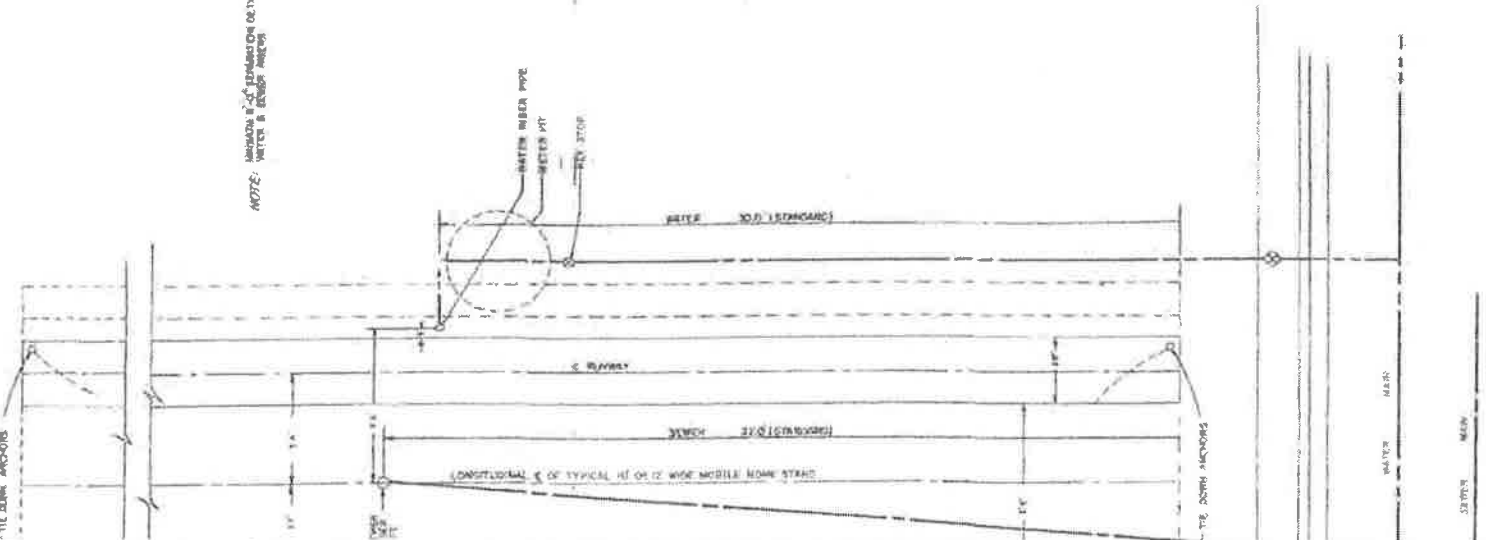
NOTE: THE VERTICAL SEPARATION WALLS SHALL ALSO BE WATER AND SOUND RESISTANT.

FOR 120 PSI INTERNAL STATIC PRESSURE AND 100 LB. PER SQ. FT. SOIL BEARING CAPACITY

GARBAGE BARREL RACK

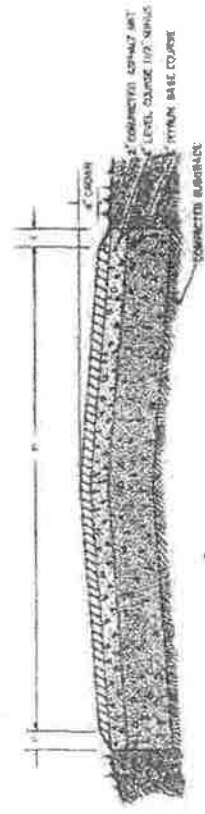


NOTE: PROVIDE 2" CLEARANCE BETWEEN WATER METER & GARBAGE RACKS



LIFT STATION DETAIL

TYPICAL STREET SECTION



Christopher B. Gray
GRAY LAW OFFICE
P.O. BOX 1065
Bozeman, Montana 59771
406-551-4511
cgray@cgraylaw.com

ATTORNEY FOR ELLIS RENTALS, LLC

**BEFORE THE CITY COUNCIL
MILES CITY, MONTANA**

**ELLIS RENTALS, LLC STATEMENT OF FACTS AND LAW FOR
ADMINISTRATIVE APPEAL
FROM A DECISION OF THE CITY FLOODPLAIN ADMINISTRATOR**

I. BACKGROUND

On December 21, 2018 the Floodplain Administrator for the City of Miles City issued a decision (FPA Decision) regarding an application for a Floodplain permit for the Westwood Mobile Home Park. The FPA Decision was based on Ellis Rentals, LLC application under the *Floodplain Hazard Management Regulations*, City of Miles City, Feb. 13, 2018 (City Regulations). Her conclusions effectively came in two parts. First, she agreed that the Park itself “is pre-existing and allowable under the above listed facts.” *FPA Decision*, Conclusion 1. She also concluded that if a “Manufactured or mobile home structure is replaced, altered or substantially improved, it falls under the regulations that are in place at the time of the improvement” and an “application ... to replace an existing dwelling with a newer, improved dwelling...requires a flood plain permit.” *FPA Decision*, Conclusions 1 and 2. Ellis Rentals appealed the FPA Decision on January 8, 2019.

II. APPEAL REQUEST

Ellis Rentals, LLC agrees with the first conclusion but appeals the decision based on the remainder of the conclusions and asks the City Council make the following modification of the FPA Decision in this appeal:

1. To affirm the conclusion of the Floodplain Administrator that the Westwood Mobile Home Park constitutes a non-conforming use and artificial obstruction and issue or direct the Floodplain Administrator to issue a Floodplain Permit for Westwood Mobile Home Park and all of its existing components consistent with Ellis Rentals' original application.
2. Overturn the conclusion of the Floodplain Administrator requiring additional Floodplain permits for the repair or replacement of any mobile home in the Westwood Mobile Home Park without an additional Floodplain permit.
3. Require, as condition the Floodplain Permit for Westwood Mobile Home Park, the repair or replacement of any mobile home as long as the size and scope of the repair or replacement does not exceed that of the existing home.

III. FACTS AND LAW

The Floodplain Administrator is correct in her conclusion that the Westwood Mobile Home Park and all of its elements are “grandfathered” and should be given a permit as a “non-conforming use” and “artificial obstruction.” The Park consists of buildings, building lots with improvements, foundations, lots with delineated locations for mobile homes and upon which mobile homes are located, paved roads, water facilities, sewage facilities and drainage facilities. The Park predates the Floodplain Regulation of the City by decades.

The City's Regulation allows a permit to be issued for such "grandfathered uses" in Section 12-28.1. For some reason, the Floodplain Administrator did not issue a permit for the uses. The FPA Decision makes the conclusion that the pre-existing Park and all of its elements is valid and "allowable." Ellis Rentals agrees with that conclusion. However, she then goes on to make a blanket denial of any permits for different reasons. The FPA Decision provides no valid analysis or basis based on the City's Regulation and her decision should be modified.

The FPA Decision to not issue a permit does not comply with Montana law. The Montana Supreme Court has directly addressed the repair and replacement of mobile homes subject to land use regulations like the City Regulation for floodplains. It is a settled, bright line rule in Montana that land use regulations will not be enforced against owners of land which have a vested right for mobile home uses which are continuously used as such even though the mobile homes are repaired, removed and replaced. *Kensmoe v. City of Missoula* (1971) 156 Mont. 401, 480 P.2d 835; *See, Russell v. Flathead County* 2003 MT 867, ¶¶42-44, 314 Mont. 26.

Land use decisions like the FPA Decision may not be made in an arbitrary, capricious or unlawful manner. *See, generally, Flathead Citizens v. Flathead County Bd.*, 2008 MT 1, 175 P.3d 282, 341 Mont. 1. The FPA Decision needed to be made properly, based on a sound application and analysis of the facts and City

Regulation, for the issuance of the permit and for the repair and replacement of mobile homes subject to land use regulations. It did not.

As Ellis Rental's application stated, over time mobile homes of the same or similar size have been replaced, relocated and repaired on the lots on the same location or footprint as the preceding mobile home in the Park. For over thirty years that use has been consistent where residents or the owner of the Park repair, remove and replace mobile homes on and off the lots at the site locations. The requirement to get a Floodplain permit for every mobile home repaired or replaced now is not only unfair and is not allowed under Montana law.

In denying the Floodplain Permit, the FPA Decision, in Conclusions 1 and 2, apparently reasons that the Park and all of its elements including mobile homes is a non-conforming, artificial obstruction or a "grandfathered" use but must obtain a permit but at the same time needs a permit to repair or replace a mobile home. This conclusion is arbitrary and not proper for two reasons.

First this analysis is arbitrary and disjointed. The FPA Decision, in Finding 3, states and emphasizes that "maintenance of an existing artificial obstruction or nonconforming use does not require a floodplain permit." Again, Ellis Rentals agrees with this conclusion for any component of the Park including any mobile home that is properly sited there.

However, the FPA Decision then makes a leap, without any clear written, factual, or legal support that the City Regulation somehow requires "when a

Manufactured or mobile home structure[s] is replaced, altered, or substantially improved, it falls under the regulations that are in place at the time of the improvement.” In its application Ellis Rentals’ presents a well-founded argument that is not the case. That argument was not discounted, nor any reasoning was given for this conclusion in the FPA Decision. The FPA Decision must give the facts and legal requirements under the City Regulation as the basis of its denial on this issue. None can be seen, just a conclusion based on the language of the City Regulation.

Next, Montana law forbids the FPA Decision’s analysis for mobile homes. The FPA Decision does not address how the City Regulation addresses the eventual “attrition” of a non-conforming use in the form of a mobile home in the Park as it must. *Kensmoe at 838*. It did not address this requirement from the Montana Supreme Court, because it does not seem to exist in the City Regulation. The Regulation, as is required to be adopted by the State of Montana, creates a conflict between maintenance of a “grandfathered use” and the replacement of manufactured home and does not reconcile the requirement of the Supreme Court for mobile homes. Any interpretation to the contrary is not possible based on the ambiguous language of the City Regulation. It is understandable that the FPA decision did not provide a legal basis to reject the permit.

Repairing and replacing mobile homes is just carrying out the “grandfathered” uses granted under the City Regulation. Because the Park and its

artificial obstructions and nonconforming uses are only being permitted under the original Ellis Rental application and no new construction, substantial improvements or alterations are being completed no new permits are required under the City Regulation.

Ellis Rentals asserts that it has only applied for administrative establishment of its vested rights to confirm its right to the “precise pre-existing, nonconforming use” when it repairs and replaces mobile homes on established lots “with a newer trailer home.” *Russell* at ¶44. If and when the purpose or scope of the use of the individual lots in the Park as mobile home sites is changed or expanded, then the time will come for the additional permitting requirements of the City Regulation.

IV. CONCLUSION

The purpose of Ellis Rentals’ original application was not to expand or increase the volume of the “grandfathered” uses of the Park. It has the right to its vested property rights and to operate the Park as it has been for a long time before the establishment of the City Regulations. The ability to repair or replace mobile homes was part of those vested, “grandfathered” rights before the regulations and continues now according to the Montana Supreme Court.

The City Council should grant the appeal and order the requests numbered 1 through 3 above.

DATED this 20th day of February 2019.

Respectfully Submitted,

GRAY LAW OFFICE

/s/ Christopher B. Gray

VARIANCE

City of Miles City
Amended STAFF REPORT-Variance
Alberts Trailer Court- Paul Ellis
Hearing date: April 9, 2019

VARIANCE DESCRIPTION:

Applicant is seeking relief with the exception to the variance criteria Article 12, Section 12-59.2.1 and proposing to run for a period of 10 years from the affirmation of the exception as the “project end date.”

The applicant is not applying for a variance as stated in Section C, so no grant or relief from the development requirements of these regulations which would permit construction in a manner that would be otherwise prohibited by these regulations by an approval pursuant Article 12 should be granted. The following are potential requests within the variance application and are commented on to address the application.

For the following two paragraphs under this section it should be noted at a variance request hasn't been made at this time, the following is a preliminary analysis of the variance criteria in the event the applicant decides to make a variance application at a later date.

There is a request to abstain from the requirements of Chapter 12, Article 7, Section 12-28.1 of the Miles City Code of Ordinance which states that a Floodplain permit is required for a person to establish, alter or substantially improve and artificial obstruction, nonconforming use or development within the Regulated Flood Hazard Area.

And Article 10, Section 12-52.1 of the Miles City Code of Ordinances Floodplain and Floodway Regulations which requires new construction, alterations, and substantial improvements of residential dwellings, manufactured homes, including replacement of manufacture homes to be located such that the lowest point of the building including an attached garage or basement must be two (2) feet or more above the Base Flood Elevation (BFE).

BACKGROUND:

A. Owner/Applicant:

Current: Paul Ellis
Ellis Rentals, LLC c/o Gray Law Office
P.O. Box 1065
Bozeman, Montana 59771
(406) 551-4511

B. Location:

The property is located at 900 Alberts, Miles City, Montana and is further described as C.O.S. 45294, Tracts A & B, Env. 106, and M&B Tracts in the NESW & NWSE between Milwaukee & Burlington Northern Railroad Tracts, Miles City, Montana.

C. Existing Land Use:

The Westwood Estates trailer park consists of two legally platted parcels. One parcel is 5.74 acres and the other is 11.495 acres. Both parcels are currently zoned Mobile Home-RV Park

District. The trailers in question is placed on a 900 sq. ft. portion of land within the larger platted, undivided mobile home park.

Note: It was determined during the writing of this report that this park was developed in the 1970's. The Flood Insurance Study for Miles City was not completed until early 1980's. The property was not placed in an 'A' zone until the 2010 DFIRM took effect. Therefore, the structures are considered "Pre-FIRM" and the base flood elevation for the property would not have been identified at the time of original development.

D. Adjacent Land Uses:

Properties in the neighborhood are all mobile homes. There are residences located to the south and the old Milwaukee Railroad tracks are to the north.

REVIEW AND FINDINGS OF FACT

Below are the three requests being submitted by Paul Ellis.

1. The request is submitted by Paul Ellis to seek relief with the exception to the variance criteria Article 12, Section 12-59.2.1 and proposing to run for a period of 10 years. Within this section it is noted that an exception to the variance criteria MAY be allowed on a lot of one-half acres or less...when referencing recorded drawings and Montana Cadastral it is noted that Westwood Estates consist of two large parcels, (aerial photos attached) not individual trailer lots, of 5.74 and 11.495 acres, respectively. As such the variance criteria conditions is not meet.

Providing a blanket variance for the entire Westwood Estates for 10 years could cause the community to lose its 'good standing' within the NFIP. By losing our 'good standing' the community could potentially lose any grant funding that it is currently, or potential could be receiving. Please refer to attached email dated February 7, 2019 from Thomas Birney, FEMA.

The applicant states in the floodplain application on page 2 of the attached document that 'because the park and its artificial obstruction and nonconforming uses are only being establish under this application and no new construction, substantial improvements or alterations are being completed, no permits are required under Article 10 of the FHMR' yet the applicant wants to seek relief from any new construction, substantial improvements or alterations under the variance criteria. It is hard to determine which way the applicant is going and if they do or don't believe they need a permit. These conflicting arguments make it hard to determine the intent of the application exemption.

Applicant also doesn't state the basis of the exemption to the criteria and how the variance criteria negatively affects the trailer park.

For the following two request it should be noted that a variance request hasn't been made at this time, the following is a preliminary analysis of the variance criteria in the event the applicant decides to make a variance application at a later date.

2. Applicant makes mention of not being required to submit a floodplain permit for any structures within Westwood Mobile Home Park. The applicant is agreeing to notify the City if any mobile home is being replaced or repaired, and inspections done during the work along with a final inspection, but not obtain a floodplain permit.

Thomas Birney of FEMA, email dated February 7, 2019, states that ‘proposing their variance may result in the City of Miles City being non-compliant with the NFIP and may jeopardize their, the city’s’, standing within the NFIP. A minimum standard of the NFIP as noted within 44CFR 60.3(b) (1)”require permits for all proposed construction and other developments including the placement of manufactured home...” This is also stated in the City of Miles City Code of Ordinances Chapter 12, Article 7, and Section 12-28. This issue would be in violation of the minimum standards of the NFIP and would negatively affect the ‘good standing’ by placing the community on probation or suspension and causing the CRS to decline.

3. Finally, the applicant requested that the required elevations of the residential elevations as described in Section 12-52.1 of the Miles City Floodplain and Floodway Regulations. The information listed below was founded by another structure located in proximately of this structure (survey report attached):

Base Flood Elevation:	2357.5 feet
Lowest Elevation of surrounding area	approx. 2351.4 feet
Elevation difference from ground to lowest floor (as per regulations)	+8.1 feet

The request proposes to allow the structure be elevated to 36” as per FEMA regulations. FEMA Floodplain Management Requirements 44 CFR 60.3 (c) (12) allows for a limited exemption to elevating to the BFE for sites in existing manufactured housing (mobile home) parks. These older manufactured home parks were established before Flood Insurance Rate Maps (FIRMs) were issued for the community and before the community adopted a floodplain management ordinance that meets NFIP requirements. In such older parks, a newly placed manufactured home chassis must be “supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade.”

DNRC representative, Traci Sears, was also asked whether approving this variance would adversely affect Miles City NFIP standing and ISO Rating. Ms. Sears said there may be some concern with CRS points for the freeboard activity. Losing points could potentially cause the community to lose a class rating and reduce the flood insurance premium discount.

CONFORMANCE TO REQUIREMENTS- this section is completed in the event that the applicant decides to make a variance application request at a later date.

1. The hardship is the result of lot size shape, topography or other circumstance over which the applicant has no control.

The trailer park was established long before Miles City Floodplain and Floodway Regulations were in effect, so no Base Flood Elevation was determined at time of development. The applicant has no control of the circumstances that led to the construction of the trailer park.

2. The hardship is peculiar to the property.

The hardship is due to the elevation of the existing property, and the pre-established trailer park. The majority of structures in Miles City are pre-existing structures affected by the floodplain. The proposed hardship on the applicant is no different than the majority of structures and citizens in Miles City. Variance criteria hardship is not explained in variance application.

3. The applicant did not create the hardship.

The applicant was not involved with the creation of the original trailer park.

4. The hardship is not economic.

Unable to determine, applicant unclear on issue.

5. Granting the variance will not adversely affect the neighboring properties or the public.

The applicant has proposed alternative measures, though is not claiming this as a variance. Although the 36" proposed elevation would not adversely affect the neighboring properties or the public. A variance from the Code of Ordinances will need to be applied for.

6. Granting the variance will not confer a special privilege that is denied other similar properties in the same district.

The variance request is proposing that the entire Westwood Estates area receive a blanket variance exception that will last 10 years, and not have to follow any freeboard requirements. By allowing any new projects involving new construction to not have to follow current floodplain regulations would be an issue to anyone in the floodplain that is looking to replace existing trailer parks. This would give an unfair advantage to this applicant since the property would allow any trailer to not have to follow regulations. Other trailer parks and trailer home owners would still be required to elevate and follow any other regulations this could potentially cause the City to face legal, federal, and state issues by granting this exemption to the variance criteria.

REVIEW CRITERIA- this section is completed in the event that the applicant decides to make a variance application request at a later date.

This application for an exemption to the variance criteria has been reviewed pursuant to the Miles City Floodplain and Floodway Management Regulations, Section 12-59 Evaluation of Variance Application.

1. There is a good and sufficient cause. Financial hardship is not a good and sufficient cause.

Since the project in question is located in an existing mobile home park with individual trailer areas of approximately 6,000 sq/ft determined by the property owner, not by legal subdivision, the elevation increase could cause access issues for the individual renter due to the close proximity of the trailer to each other.

2. Failure to grant the variance would result in exceptional hardship to the applicant.

Applicant does not specify why an exemption to criteria is needed. The only hardship is due to the elevation of the parcel in the existing trailer park. This area was developed prior to the establishment of the Miles City Floodplain and Floodway Management Regulations and prior to completion of the Flood Insurance Study. Because of the trailer density sizes, requiring the structure to be elevated to Base Flood Elevation +2 feet without negatively affecting neighboring structures or access to them would be extremely difficult. It could affect emergency responders if called to this or neighboring properties. For the occupants and emergency responders, access/stairs from the natural ground to the entrance of the structure would be hard to design based on the proximity of the trailer to each other, however, granting the variance as written would negatively impact all properties within the floodplain.

3. Residential and nonresidential buildings are not in the Floodway except for alterations or substantial improvement to existing building. Residential dwellings including

basement and attached garages do not have the lowest floor elevation below the Base Flood Elevation.

The property is completely located in the Flood Fringe.

- 4. Any enclosure including a crawl space must meet the requirements of Section 12-51.14, Wet-flood Proofing if the enclosure interior grade is at or below the Base Flood Elevation.**

The applicant did not address this issue.

- 5. Granting of a variance will not result in increased flood heights to existing buildings, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with other existing local laws or ordinances.**

Applicant states they are not requesting a variance but an exemption to the criteria. A trailer will replace an existing trailer that is damaged or wore out by natural wear and tear. Since the applicant is requesting a blanket variance and not requesting to be absolved of any local and state regulations, there could potentially be an extraordinary public expense and victimize the public by allowing an economic windfall for the applicant and increasing flood insurance premiums for the entire City. The City could potentially lose federal funding for public projects.

- 6. The proposed use is adequately flood proofed.**

Applicant does not specify why an exemption to criteria is needed. The applicant will elevate the trailer to FEMA regulations but is claiming exemption from State and local laws, plus any higher standards as set forth in the CRS. The requested exemption to the variance criteria should not grant or afford relief from any regulations as set forth in the Miles City Code of Ordinance.

- 7. The variance is the minimum necessary, considering the flood hazard, to afford relief.**

Applicant states that this is not a variance but an exemption to the variance criteria.

- 8. Reasonable alternative locations are not available.**

This is a pre-established trailer court, developed before the community adopted any Floodplain and Floodway Management Regulations, FIRMs, or the completion of the Flood Insurance Study. The owner established lot sizes are approximately 6,000 sq. ft., the property owner could increase the size of the individual lots to help alleviate some of the flood issues arising from the smaller individual, unsubdivided lot sizes.

- 9. An encroachment does not cause an increase to the Base Flood Elevation that is beyond that allowed in these regulations.**

Applicant does not specify why an exemption to criteria is needed. The applicant does not specify the size of the replaced trailer, trailer size could cause an increase to the BFE if the trailer is larger than the one being replaced.

- 10. All other criteria for a Floodplain permit besides the specific development standard requested by variance are met.**

Applicant states that this is not a variance but an exemption to the variance criteria, so no relief or grants are being requested.

STAFF RECOMMENDATION:

Deny the exemption to variance criteria. Applicant does not give a good or sufficient cause as to why an exemption is being sought or the basis of the exemption. In fact, the applicant does not meet the condition for an exemption to the variance criteria since the property in question is located on two large parcels of property, 5.74 and 11.495 acres respectively.

The conditions set forth in Section C, are for granting a relief from floodplain regulations, yet applicant states that they are not applying for a variance. Since the applicant is not requesting a variance, the applicant would need to file for a variance to receive a grant or relief from these regulations. A variance application should be filled out requesting a grant of relief from a specific section of the Miles City Code of Ordinances.

NOTE: The following is a preliminary analysis of the variance criteria in the event the applicant decides to make a variance application request at a later date. FEMA, MT DNRC, and the City of Miles City have worked together to try and find alternatives to help the applicant. In reference to Thomas Birney's email, the applicant has other options such as building to the FEMA requirement of 36" plus one foot of freeboard to meet Federal requirements and still allow the community to receive freeboard credits. There should be no case where a blanket variance or not requiring a floodplain permit is granted as this could get the community removed from the CRS, increase flood insurance premiums, and cause probation or suspension, plus multiple potential legal issues and loss of federal grant funding.

Samantha Malenovsky, Floodplain Administrator
City of Miles City
17 S. 8th
PO Box 910
Miles City, MT 59301

Date

cc: Traci Sears
DNRC Water Operations Bureau
Floodplain Management Section
1539 Eleventh Ave.
Helena, MT 59601





CITY OF MILES CITY

FLOODPLAIN VARIANCE APPLICATION

A variance is a grant of relief given by City Council from the terms of the specific standards required in the City's *Floodplain Hazard Management Regulations*. The issuance of the variance is for floodplain management purposes only. In the event of a variance within the floodway this variance is also a grant of relief given by the City Council from the terms listed above and the *ICC Model code Section 104.10.1 Flood Hazard Zone*. Insurance premium rates are determined by the Federal government according to actuarial risk and are not modified by the granting of a variance. **ANY VARIANCE GRANTED BY THE CITY COUNCIL MUST BE CONSISTENT WITH THE CITY'S FLOODPLAIN HAZARD MANAGEMENT REGULATIONS.**

Per Resolution 4086, a non-refundable fee of \$300.00 must accompany this application.

Receipt
70856

Date of Application: February 4, 2019 (retroactive to 1/8/2019 via Notice of Administrative Appeal)

Section A: Owner Information

Applicant Name: Ellis Rentals, LLC c/o Gray Law Office

Address PO Box 1065, Bozeman, Montana 59771 Phone 406-551-4511

Owner Name (if different from above) Please see original application package

Address _____ Phone _____

City _____ State _____ Zip _____

Section B: Property Information

NAME OF STREAM or WATER BODY at project location: Yellowstone River Nearest Town: Miles City, Montana

Westwood Mobile Home Park

Address/Location: Tracts A and B, COS 45294 and M&B Tracts in the NESW

Geocode (if available): 14-1740-27-3-35-06-0000 and 14-1740-27-3-35-01-0000

SW 1/4, Section 27, Township 8N, Range 47E County Custer

The proposed development is in the N/A Floodway N/A Flood Fringe N/A Floodplain with no elevation

The Base Flood Elevation (BFE) at the project site is: 2357.5¹

The lowest adjacent grade of the property is: 2351.6²

The lowest floor of the proposed structure is N/A

Section C: Basis of the Exception Variance Criteria Requested

Cite the minimum development standard of the *Floodplain Hazard Management Regulations* from which a variance is sought: Any mobile home repaired or replaced in Westwood Mobile Home Park must be placed no less than 36

¹ BFE may vary throughout the Westwood Mobile Home Park

² Id.

inches in height above grade and be supported by reinforced piers or other foundation elements of at least equivalent strength for all 70 mobile home lots in Westwood Mobile Home Park. The Applicant is not applying for a variance. The applicant is applying for an "Exception" under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

In accepting the grant of the Exception by the City, Ellis Rentals, LLC agrees to the following conditions:

- 1) When any mobile home is to be replaced or repaired the City is notified;
- 2) a completion date is set for the repair or replacement;
- 3) inspections may be made during the repair or replacement; and
- 4) a final inspection will be required upon the completion of the repair or replacement;
- 5) The exception to the variance criteria would run for a period of 10 years from the affirmation of the exception as the "project end date." At that time the City could publicly notice and reconsider the exception under the applicable city procedures.

Explain how proposed development would vary from the provision of the Floodplain Hazard Management Regulation: If the federally promulgated Exception were not available then each mobile home would have to be elevated to a level of 2 feet above the Base Flood Elevation every time one was repaired or replaced. Such requirement would render any mobile home practically unusable and the entire park unfeasible to own and operate.

Section D: Application for Variance

Complete a Joint Permit Application and the attached worksheet to address the submittal requirements of the City's *Floodplain Hazard Management Regulations*

x Worksheet completed and attached as applicable

AN APPLICANT RECEIVING A VARIANCE TO BUILD A STRUCTURE NOT MEETING THE MINIMUM STANDARDS OF THE REGULATIONS, ESPECIALLY IF THE LOWEST FLOOR IS CONSTRUCTED BELOW THE BASE FLOOD LEVEL, MAY RESULT IN INCREASED PREMIUM RATES FOR FLOOD INSURANCE. CONSTRUCTION BELOW THE BASE FLOOD LEVEL INCREASES RISK TO LIFE AND PROPERTY (44 CFR 60.6(a) (5))

Ellis Rentals, LLC
Applicant's Name 

2/5/2019
Date

ANY PERSON OR PERSONS AGGRIEVED BY THE DECISION MAY APPEAL SUCH DECISION IN THE COURTS OF COMPETENT JURISDICTION (MCA 76-5-209(1))

Section E: Affected Landowners

List the names and address of all property owners within and contiguous to and directly across the street from the parcel or parcels of property referenced by this application: to be determined by Floodplain Administrator.

.....

RECORD OF VARIANCE ACTIONS: TO BE COMPLETED BY FLOODPLAIN ADMINISTRATOR

Variance Request submitted on 2/5/19

Fee Paid \$ 300.00

Public Notice Given 2/8/19

Variance Hearing held on 2/26/19

The Council has made a determination that the variance **is** or **is not** the minimum allowance necessary, considering the flood hazard, to afford relief from these regulations and **meets** or **does not meet** the criteria in the regulations for approval.

In accordance with the criteria and guidelines of the City of Miles City, *Floodplain Hazard Management Regulations*, City Council hereby **approves**, **denies** the request for variance. Please refer to attached minutes from meeting.



CITY OF MILES CITY

APPLICATION WORKSHEET FOR VARIANCES TO THE FLOODPLAIN HAZARD MANAGEMENT REGULATIONS

PLEASE NOTE: Your statements and supporting data and information, including a completed Montana joint application or floodplain permit application, will be used to evaluate your variance request. If these questions are not answered, the variance may be denied due to insufficient information to support it. The following will be used as a guide to evaluate your petition. Additional information may be requested.

The City of Miles City's Floodplain Hazard Management Regulations provides the criteria that must be considered and met before a variance may be granted. The City Council must consider the following items when determining a variance request. State in detail the manner in which you believe each of these standards are met in this case:

- 1. Will the structure or proposed activity/use reside on 0.5 acre or less? YES
IF NO, what is the size of the lot or parcel? _____

(If the new construction or substantial improvements on a lot of one-half acres or less is contiguous to and surrounded by lots of existing structures constructed below the base flood level, a variance may be approved. However, as lot sizes increase beyond one-half acre, additional technical justification may be required.)

- 2. Are the surrounding properties pre-FIRM (built before 1983)? YES
3. Are the lowest floor of the pre-FIRM structures on the adjoining and contiguous lots below the base flood elevation? YES 3
4. Is the proposed work on a recognized historic structure? NO

If yes, will the improvements maintain the historic integrity of the structure and not preclude the structures continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

5. Is the proposed work the minimum necessary, considering the flood hazard, to afford relief?: N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

6. Does the project show good and sufficient cause for the variance? Financial hardship is not a good and sufficient cause. Describe the exceptional hardship. N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

7. Are basements and/or the lowest floor elevation of a residential structure below the Base Flood Elevation?: N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

3 BFE may vary throughout the Westwood Mobile Home Park

8. If crawlspaces or enclosures are proposed, they must meet the requirements of Article 10 of the Floodplain Hazard Management Ordinance. Explain why the minimum building standard cannot be met.

N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

9. Describe your analysis or supporting information that the granting of this variance does not result in increased flood height to the existing insurable building, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with other existing local laws or ordinances. N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

10. Describe how the structure is/or will be adequately flood proofed. N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations. However, repair or replacement will be supported by enforced piers and other foundation elements and 36 inches above grade.

11. Describe why reasonable alternative locations outside the Floodplain are not available or possible. N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

12. Describe the data or information that there is no danger to life and property by erosion damage or water that may be backed up or diverted by the obstruction or use. N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

13. Describe your supporting information that there will not be a danger of materials being swept onto other lands or the injury of others. N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

14. Describe how the construction or alteration of the obstruction or use in such a manner is designed as to lessen the danger N/A for and Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

15. Describe the permanence of the obstruction or use. N/A for and Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

16. Describe the impacts of the obstruction or use affect the anticipated development in the foreseeable future of the surrounding area N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

17. Describe if the failure to comply with the Floodplain regulations results in an exceptional hardship to the applicant. N/A for and Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

18. Describe how the granting of a variance does not adversely affect existing properties or structures. N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

19. Describe the estimated cost and damage of the proposed facility and its contents to flood damage and the effect of such damage on the owner. N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations.

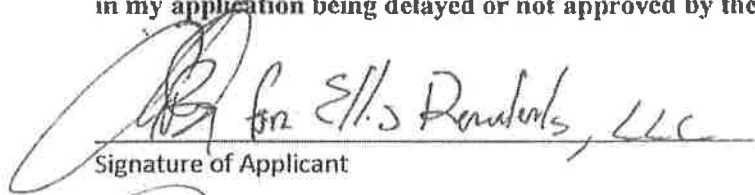
20. Describe the importance of the services to be provided by the facility to the community. N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations. However, the Westwood Mobile Home Park provides housing for elderly, persons on fixed incomes and with disabilities. If the structures were placed two feet above Base Flood Elevation, further restrictions on elderly and disabled residents to remain living there.

21. Describe the public services, including fire and rescue that may or may not be provided during various flood events. N/A for an Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations. However, all services should be available to residents of Westwood Mobile Home Park. Services will not change based on the Exception and will remain the same as they have since the original installation of the Park in the 1980's.


22. If this facility is located on the waterfront, describe the necessity for that location. N/A.

23. Describe the safety and access of emergency vehicles to the property during times of various flood events. N/A for and Exception under Section 12-59, Subsection 2-1 of the City's Floodplain Hazard Management Regulations. However, see site plan of lots in application for access points and roads.

I hereby certify that the facts, statements, and information presented within this application form are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the City of Miles City.


Signature of Applicant

2/5/2019
Date


Signature(s) of Owner(s)
(Must be notarized)

Signature(s) of Owner(s)
(Must be notarized)

***Agent must provide documentation that they are legally representing the property owner.**

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On this 11 day of FEB, 2019, before me, the undersigned, a Notary Public for the State of ARIZONA, personally appeared PAUL ELLIS, known

to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



(NOTARIAL SEAL)

A handwritten signature in black ink, appearing to read 'George Anthony Aguilar', written over a horizontal line.

Notary's Printed Name: George Anthony Aguilar

Notary Public for the State of ARIZONA

Residing in Sun City AZ

My Commission Expires: 8/24/2021

Samantha Malenovsky

From: Birney, Thomas
Sent: Thursday, February 07, 2019 12:35 PM
To: Samantha Malenovsky; Traci Sears
Cc: Herd, Jeffrey; Brady, Marijo
Subject: RE: Westwood Estates

Good afternoon Sam,

Thank you very much for supplying this information to FEMA and allowing us to comment on the proposed variance application. In reviewing the application, the proposed variance may result in the City of Miles City being non-compliant with the National Flood Insurance Program (NFIP) and may jeopardize their standing within the NFIP. A minimum standard of the NFIP, as noted within 44 CFR 60.3 (b)1) "require permits for all proposed construction and other developments including the placement of manufactured homes...". The variance request appears to exclude this requirement for any new, placed or repaired manufactured home within the park for the next 10 years. This would be violation of the minimum standards of the NFIP and if enacted, may require FEMA to place sanctions on the community which include probation, suspension and Community Rating System (CRS) retrograde.

I would also reference back to the email that I sent on December 12th, 2018 (portions copied below) that describe some other concerns and risk with this variance application. The applicant must demonstrate how all the criteria of the variance are addressed including item 7 which states "The variance is the minimum necessary, considering the flood hazard, to afford relief".

I understand that the hearing is coming up at the end of the month. Please let us know what transpires with this variance request and if you have any other questions. Thanks.

Tom

*Tom Birney, CFM
National Flood Insurance Program Specialist
Supportive Action Group
FEMA Region VIII
303.235.4802 (office)
720.281.1278 (cell)
thomas.birney@fema.dhs.gov*

The first issue and the fundamental question is can this type of development occur without violating the minimum standards of the National Flood Insurance Program (NFIP) and jeopardizing the community's standing in the program. As noted by Mr. Rice, 44 CFR 60.3(C) 12 states:

Require that manufactured homes to be placed on substantially improved on sites in an existing manufactured home park or subdivision within Zone A-1-30, AH, and AE on the community's FIRM that are not subject to the provisions of paragraph (c)(6) of this section be elevated so that either

- i. The lowest floor of the manufactured home is at or above the base flood elevation, or*

- ii. *The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.*

As the Westwood Estates is an existing development located in an Zone AE, the regulation stated above would apply. Although the Westwood Estates may be a pre-Flood Insurance Rate Map (FIRM) development, floodplain regulations set forth within the community's ordinance and FEMA'S NFIP regulations do apply to this development.

44 CFR 60.3(C) 12 would allow the City of Miles City to permit new manufacture homes, in accordance with the above regulation and any other requirements within the community's ordinance as well as other applicable state and federal regulations, and be compliant with the minimum standards of the NFIP and not jeopardize the community's standing in the program. Although the community may be compliant with the minimum standard of the NFIP, the process noted above would be non-compliant per the community's ordinance. As you have mentioned previously, the community has a 2ft freeboard requirement which would apply in this situation.

This brings the question of a variance to alleviate the requirement of freeboard. The community is within their right to issue variances to the floodplain ordinance as outlined in Sec. 12-56 through Sec. 12-61. As noted in Section 12-59 of the ordinance, a variance can be granted provided that ... "the variance is the minimum allowance necessary, considering the flood hazard, to afford relief from these regulations and provided all of the following criteria are met:". The community will be required to have proper documentation on how each variance complies with this section. This includes item 7 which states "The variance is the minimum necessary, considering the flood hazard, to afford relief". Instead of issuing a variance to the full 2 ft freeboard requirement, the community must look at alternatives such as one foot of freeboard or building to the BFE. Could those actions be required to provide the minimum necessary exception for this development?

FEMA strongly encourages the community not to issue a blanket variance for the Westwood Estates but rather variances as the development occurs, if the community elects to go the variance route. The FIRMs or Special Flood Hazard Area (SFHA) may change over time, elevations within the lot may differ and each development may have differing criteria justifications per the ordinance. **As a floodplain development permit is needed for every new development**, it would make sense to have the variance process done with the permitting process.

It should be noted that if the community were to issues variances for the Westwood Estates subdivision, the community may jeopardize their standing within the Community Rating System (CRS). As Ms. Sears stated, the community receives points for activities that go above and beyond the minimum criteria of the NFIP. Freeboard is one activity that the City is currently receiving credit for. By issuing the variance for the subdivision, the community may lose some or all the points of the freeboard activity. This may result in a class retrograde. The community is currently a CRS Class 8 in which the residents of the community are saving approximately \$45,000 in premiums. If the community is retrograded to a CRS Class 9, that saving would decrease to approximately \$30,000. The community should be aware of this risk and take it into consideration when issuing variances.

As stated in 44 CFR 60.6(a); "The issuance of a variance is for flood plain management purposes only. Insurance premium rates are determined by the statute according to the actuarial risk and will not be modified by the granting of a variance." By granting variances for the placement of new manufactured homes with floor elevations below the Base Flood Elevation, the insurance rates for those structures can be exceedingly high. The rate of the insurance is based on the risk and with a floor elevation below the BFE, that risk is high, and the insurance rate too will be high. Although the current owner may not have concerns about the insurance ramifications, the high cost of insurance may prevent the sale of the home in the future.

Christopher B. Gray
GRAY LAW OFFICE
P.O. BOX 1065
Bozeman, Montana 59771
406-551-4511
cgray@cgraylaw.com

ATTORNEY FOR ELLIS RENTALS, LLC

**BEFORE THE CITY COUNCIL
MILES CITY, MONTANA**

**ELLIS RENTALS LLC STATEMENT OF FACTS AND LAW IN SUPPORT
OF AN EXCEPTION TO VARIANCE CRITERIA**

I. INTRODUCTION

If the City Council denies Ellis Rentals, LLC appeal of the decision of the Floodplain Administrator that individual mobile homes need a Floodplain permit every time they are repaired or replaced in the Westwood Mobile Home Park then Ellis Rentals has applied for relief from the requirement in the *Floodplain Hazard Management Regulations*, City of Miles City, Feb. 13, 2018 (City Regulations) that mobile homes that are repaired or replaced be built 2 feet above the Base Flood Elevation (BFE).

II. REQUEST

Ellis Rentals request for relief from the 2 foot above BFE standard is for the City Council to apply a federal standard that any mobile home be at least 36 inches above grade and be supported by a reinforced foundation or piers when repaired or replaced. In order to reasonably administer the City Council's decision to grant

relief from its standards based on the exception, Ellis Rentals has agreed to the following conditions:

- 1) When any mobile home is to be replaced or repaired the City is notified;
- 2) a completion date is set for the repair or replacement;
- 3) inspections may be made during the repair or replacement; and
- 4) a final inspection will be required upon the completion of the repair or replacement;
- 5) The exception to the variance criteria would run for a period of 10 years from the affirmation of the exception as the “project end date.” At that time the City could publicly notice and reconsider the exception under the applicable city procedures.

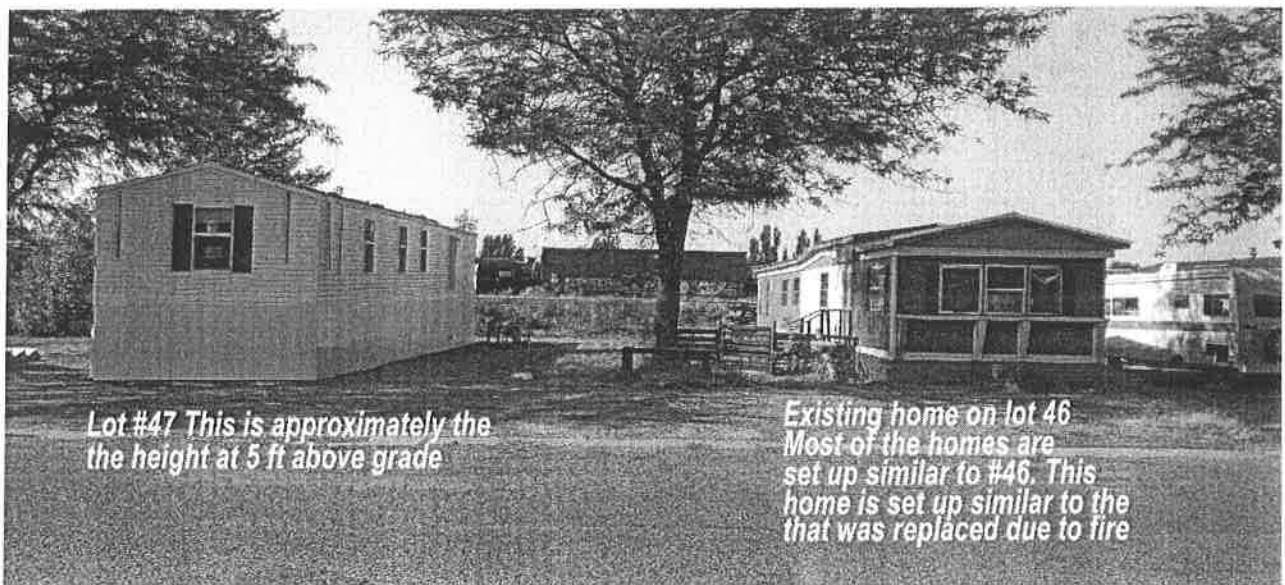
III. FACTS AND LAW

The City Regulation has an exception to the normal variance procedure in Section 12-59 (2) therefore Ellis Rentals does not have to meet the 10 variance criteria in the City Regulation. For this exception to apply the City Regulation requires only two things be shown by Ellis Rentals in order to grant the relief it asks for. First it must show that the mobile homes to be replaced or repaired be located on lots of one-half acres or less and then it must show that all of those mobile home lots be together and constructed below the Base Flood Elevation.

Both of these findings are met easily. As shown in the application the Park contains 70 lots where mobile homes may be located all of which are less than one-half acre. As shown in the application materials, the BFE determination for the land upon which the Westwood Mobile Home Park sits is 2357.5 feet. The lowest adjacent grade of the Park is at 2351.6 feet. Therefore, the exception factors are met and the relief from the City Regulation must be granted.

The City Council may wonder why it is important for Ellis Rentals to obtain the requested relief from the 2 foot above BFE standard. The Park provides housing for Miles City residents and has 70 lots for mobile homes. Owners of mobile homes move them due to their very nature as being mobile. In addition, long term residents of the Park need to make significant repairs to the homes as time passes. It will create an incredible burden to meet the 2 foot above BFE standard every time repair or replacement of a mobile home happens. This burden is both financial to the owners of the homes or Ellis Rentals and it presents a practical burden. Those burdens will especially pertain to the elderly and disabled residents of the Park.

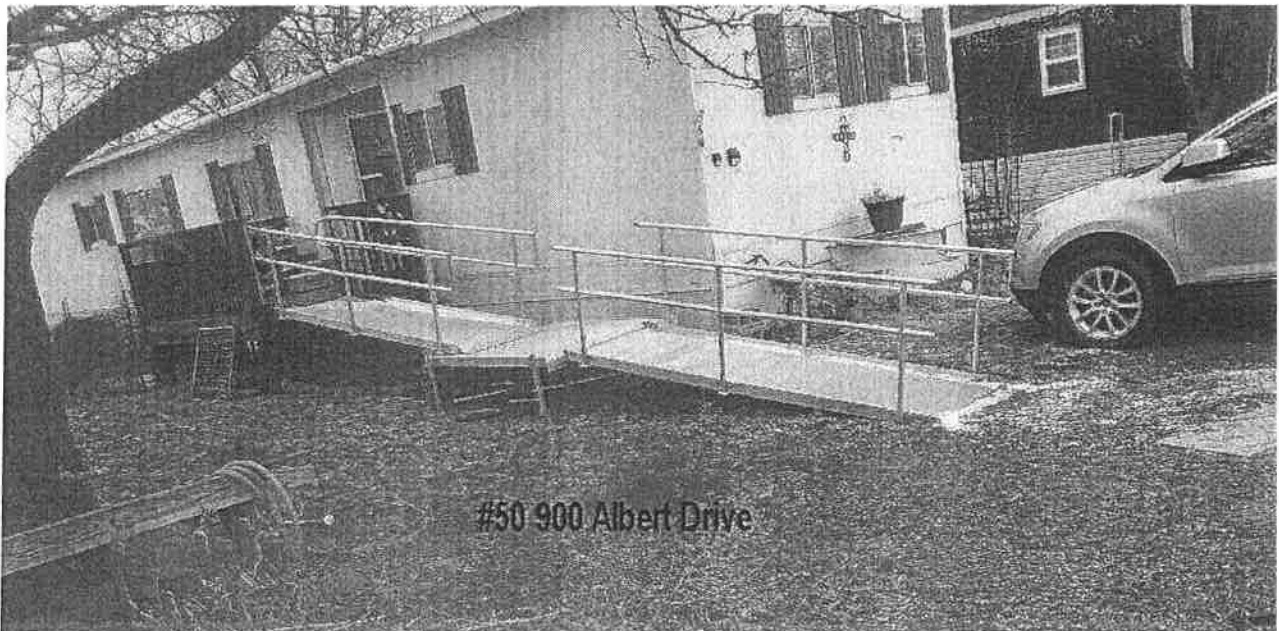
Although a photographic mock-up, here is what the practical results may look like with the 2 foot above BFE requirement applied in a specific instance:

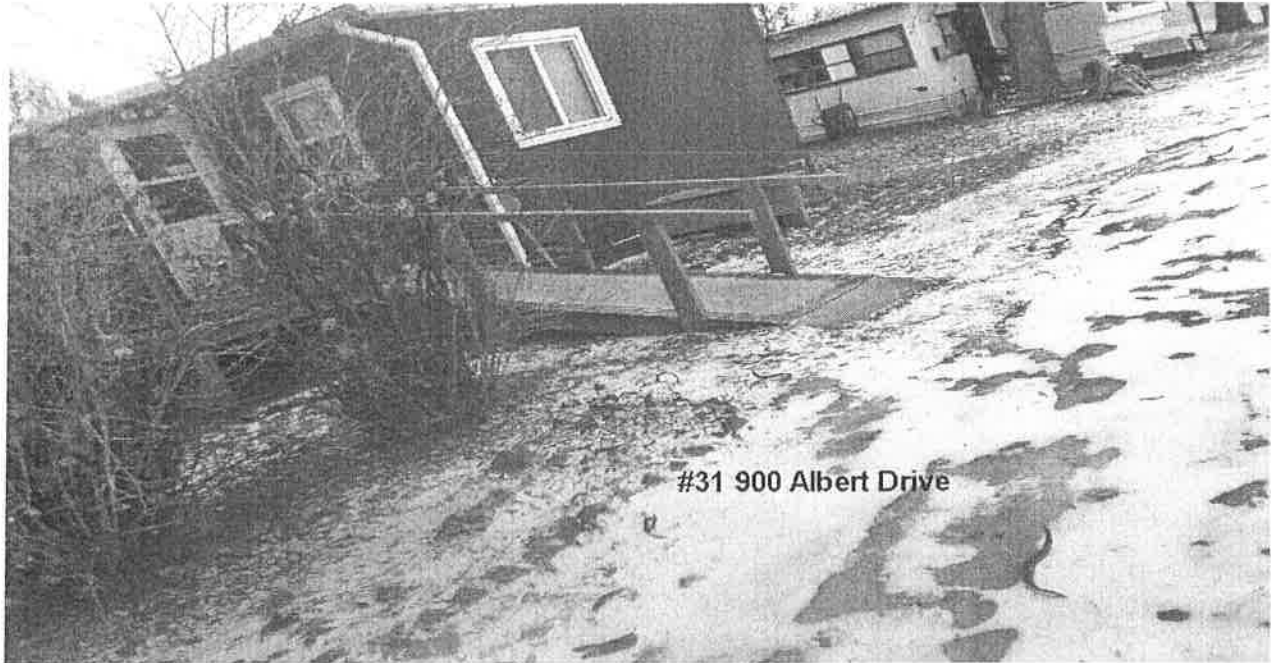


The “photoshopped” representation on the left is shown at a height at location where the approximate BFE would require a rise of 5 feet above grade.

The actual photo on the right is an approximate 36 inches above grade with a reasonable stair way leading to the home. The stair way to the home 5 feet above grade would have to be steep, impractical and a nuisance to the residents. This would provide unreasonable limitations.

Residents will also find themselves needing access to their homes when they get older or become disabled. Here are two instances in the Westwood Mobile Home Park where ramps were necessary as a repairs or alteration to a mobile home:





As strictly applied, without the relief requested, repairs, additions or alterations such as these ramps could trigger the necessity of a new Floodplain Permit. The owners will have to apply for a permit, wait for the time frames in the City Regulations and perhaps even request an actual variance.

However, the City Regulations provide a reasonable method in which to accommodate and mitigate the strict requirements of the 2 foot above BFE standard for the Westwood Mobile Home Park. That is through the exception requested today.

IV. CONCLUSION

Based on the fact that the Park has 70 lots of one-half acre in size and those lots are contiguous and surround one another below the Base Flood Elevation, the Council must apply the exception and grant Ellis Rentals requested relief. Proof of those two elements is the only thing that must be made in order to grant the

relief from the City Regulation. Ellis Rentals has made such a showing and the City Council should apply the exception and grant the relief.

V. PROPOSED MOTION AND ACTION

A motion and findings may be made by a member of the Council in order to grant the request as follows:

“Having reviewed and considered the application, materials, staff report and public comment for the application of Ellis Rentals, LLC, I move to apply the exception to the variance criteria in Section 12-59 (2) of the City Floodplain Regulations in order to provide relief from the requirement that any mobile home that is repaired or replaced in the Westwood Mobile Home Park be built 2 feet above the base flood elevation and to grant the request of Ellis Rentals subject to the agreed conditions in that application.”

“I make this motion finding that the 70 lots in the Westwood Mobile Home Park are one-half acres or less and contiguous or surrounding each other below the Base Flood Elevation based on the record established tonight”

DATED this 20th day of February 2019.

Respectfully Submitted,

GRAY LAW OFFICE

/s/ Christopher B. Gray



PUBLIC WORKS & UTILITIES
DEPARTMENT



CITY OF MILES CITY

17 So. 8th Street
P.O. Box 910
Miles City, Montana 59301

Telephone: (406) 234-3493
Fax: (406) 234-6392

February 27, 2019

Resident,

On February 20, 2019, the City of Miles City's Public Safety Committee met to consider a "One Way" street designation for Dickinson Street. This would begin on South Montana Avenue and ending at South Lake Street. Concerns raised were congestion when vehicles are parked on both sides of the street and there is no room for two vehicles to drive down the street. Other concerns were is the street wide enough for emergency vehicles to travel through if vehicles are parked on both sides of the street.

The Committee suggested that the residents that are affected and live on Dickinson Street be asked to gather your thoughts on the idea and to gain a better understanding of how the parking is now.

- Would residents like to see no parking on either sides of street:
- Parking on one side of the street:
- One way traffic going east for four blocks:
- Leave Dickinson Street as it is your opinion is needed:

Please return your responses to City Hall, 17 S. 8th Street, PO Box 910, as those responses will determine whether the one way street designation for Dickinson Street will be implemented.

Thank you for your time and suggestions on this matter.

Respectfully,

Scott Gray
Public Works Director

Property Owner	Physical Address	Mailing Address (if different)
Marian Niedge	400 S. Montana Ave.	319 S. Montana Ave.
Marvin & Lynne Brush	401 S. Prairie Ave. <i>Final - 19</i>	<i>LEAVE AS IS</i>
Cody Bennett	404 S. Prairie Ave.	10 Calamity Jane Ln. Hathaway, MT 59333-9701
Victoria Arneson	1504 Dickinson St.	
Laurence & Mary Lou Torstenbo	<i>951-0024 3-7-19</i> 403 S. Center Ave. <i>3-1-19</i>	<i>No answer. Doesn't like any of the options. May be buying property on south side of street.</i>
Jeffrey & Lynn Johnson	402 S. Center Ave.	2402 Main St.
Tristan & Katheryn Kale	401 S. Cottage Grv. <i>3-4-19</i>	
Carolyn Kimball	400 S. Cottage Grv.	
Ralph Poffenberger	401 S. Lake Ave.	
Dale Palke	321 S. Lake Ave.	
Wilferd & Dena Kurtz	320 S. Cottage Grv.	
Janice Munroe	319 S. Cottage Grv.	2019 Main St.
Patrick & Denna Power	315 S. Cottage Grv. <i>3-19-19</i>	15410 S. 19th Ave. Phoenix, AZ 85045-1809 *Incorrect Address
Noah Mahan <i>934-9473</i>	316 S. Center Ave. <i>3-21-19</i>	<i>LEAVE IT BE</i>
Amanda Barnard	315 S. Center Ave.	
Dennis & Norma Scranton	318 S. Prairie Ave.	
Helen Lundby	319 S. Prairie Ave. <i>3-7-19</i>	
John & Candus Laney	320 S. Montana Ave.	



PUBLIC WORKS & UTILITIES
DEPARTMENT



CITY OF MILES CITY

17 So. 8th Street
P.O. Box 910
Miles City, Montana 59301

Tristan + Kathryn Kale
401 S. Cottage

February 27, 2019

Telephone: (406) 234-3493
Fax: (406) 234-6392

3-4-19

Resident,

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The Committee suggested that the residents that are affected and live on Dickinson Street be asked to gather your thoughts on the idea and to gain a better understanding of how the parking is now.

- ~~Would residents like to see no parking on either sides of street:~~
- ~~Parking on one side of the street:~~
- One way traffic going east for four blocks:
- ~~Leave Dickinson Street as it is your opinion is needed:~~

Please return your responses to City Hall, 17 S. 8th Street, PO Box 910, as those responses will determine whether the one way street designation for Dickinson Street will be implemented.

Thank you for your time and suggestions on this matter.

Respectfully,

Scott Gray
Public Works Director

A one way would be Great!
What a good idea! Had 2 of
our cars hit in the last 5 years
& lots of accidents @ intersection.

Helen Lundby
319 S. Prairie Ave.
Miles City, Mt 59301
March 5, 2019

3-7-19

Scott Gray
Public Works Director
City Hall
PO Box 910
Miles City, Mt 59301

Dear Mr. Gray:

I have no problem with the traffic on Dickinson Street as it is, but if a change needs to be made I would recommend the one way traffic go from east to west with parking on the north side of the street for the following reasons:

1. Most of the traffic already travels that direction
2. As I have walked to the Centra , I have observed the vast majority of the cars are parked on the north side of the street.
3. Two of the blocks on Dickinson Street have an apartment on the north side of the street in the middle of the block. There is no parking for these renters other than the street. It would be nice if they could park in front of their home.

Thank you.

Sincerely yours,


Helen Lundby



PUBLIC WORKS & UTILITIES
DEPARTMENT



CITY OF MILES CITY

17 So. 8th Street
P.O. Box 910
Miles City, Montana 59301

Telephone: (406) 234-3493
Fax: (406) 234-6392

February 27, 2019



3-7-19

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The Committee suggested that the residents that are affected and live on Dickinson Street be asked to gather your thoughts on the idea and to gain a better understanding of how the parking is now.

- Would residents like to see no parking on either sides of street: *Absolutely not as you devalue my property.*
- Parking on one side of the street: *NO, NO, NO!*
- One way traffic going east for four blocks: *NO*
- Leave Dickinson Street as it is your opinion is needed: *or buy all properties on south side of Dickinson St. to lake st.*

Please return your responses to City Hall, 17 S. 8th Street, PO Box 910, as those responses will determine whether the one way street designation for Dickinson Street will be implemented.

Thank you for your time and suggestions on this matter.

Respectfully,

Scott Gray
Public Works Director

I have lived with this problem for 50 years. leave it alone.



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The Committee suggested that the residents that are affected and live on Dickinson Street be asked to gather your thoughts on the idea and to gain a better understanding of how the parking is now.

- Would residents like to see no parking on either sides of street:
- Parking on one side of the street:
- One way traffic going east for four blocks:
- Leave Dickinson Street as it is your opinion is needed:

No

No

NO - would encourage idio
to drive faster

YES, but have a
15 MPH speed limit

Please return your responses to City Hall, 17 S. 8th Street, PO Box 910, as those responses will determine whether the one way street designation for Dickinson Street will be implemented.

Thank you for your time and suggestions on this matter.

Respectfully,

Scott Gray
Public Works Director

None of your options will work
Please consider a strictly ENVOY
15 miles an hour speed limit. All
who use Dickinson drive to fast
like a bunch of idiots.

New Business

RESOLUTION NO. 4243

A RESOLUTION APPROVING TERMS FOR A COMMERCIAL LOAN AGREEMENT WITH THE MONTANA COMMUNITY DEVELOPMENT CORPORATION, FOR PURCHASE OF A FIRE TRAINING BUILDING.

WHEREAS, the City of Miles City has constructed a fire training building behind the City Fire Department, funded by a short term construction loan with the Montana Community Development Corporation;

AND WHEREAS, the City desires to obtain a long term loan for the repayment of said building from the Montana Community Development Corporation;

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

1. The Commercial Loan Agreement in the principal amount of \$245,100.00 payable over a 25 year period at an interest rate of 3.00%, as set forth in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said 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 REGULAR MEETING THIS 9TH DAY OF APRIL, 2019.

ATTEST:

John Hollowell, Mayor

Lorrie Pearce, City Clerk

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	AGREEMENT DATE	INITIALS
20190018	City Of Miles City		04/09/19	BW
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$245,100.00	Not Applicable	3.000%	04/15/44	Commercial
Creditor Use Only				

COMMERCIAL LOAN AGREEMENT

Single Advance Loan

DATE AND PARTIES. The date of this Commercial Loan Agreement (Agreement) is April 9, 2019. The parties and their addresses are as follows:

LENDER:

MONTANA COMMUNITY DEVELOPMENT CORPORATION
229 E. Main St
Missoula, MT 59802

BORROWER:

CITY OF MILES CITY
a Montana City
2800 Main Street
Miles City, MT 59301

1. DEFINITIONS. For the purposes of this Agreement, the following terms have the following meanings.

- A. Accounting Terms.** In this Agreement, any accounting terms that are not specifically defined will have their customary meanings under generally accepted accounting principles.
- B. Insiders.** Insiders include those defined as insiders by the United States Bankruptcy Code, as amended; or to the extent left undefined, include without limitation any officer, employee, stockholder or member, director, partner, or any immediate family member of any of the foregoing, or any person or entity which, directly or indirectly, controls, is controlled by or is under common control with me.
- C. Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Pronouns.** The pronouns "I", "me" and "my" refer to every Borrower signing this Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Agreement. "You" and "your" refers to the Loan's lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- F. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

2. SINGLE ADVANCE. In accordance with the terms of this Agreement and other Loan Documents, you will provide me with a term note in the amount of \$245,100.00 (Principal). I will receive the funds from this Loan in one advance in accordance with Appendix A. No additional advances are contemplated, except those made to protect and preserve your interests as provided in this Agreement or other Loan Documents.

3. MATURITY DATE. I agree to fully repay the Loan by April 15, 2044.

4. WARRANTIES AND REPRESENTATIONS. I represent and warrant that I have the right and authority to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing me or to which I am a party.

- A. Hazardous Substances.** Except as I previously disclosed in writing and you acknowledge in writing, no Hazardous Substance, underground tanks, private dumps or open wells are currently located at, on, in, under or about the Property.
- B. Use of Property.** After diligent inquiry, I do not know or have reason to know that any Hazardous Substance has been discharged, leached or disposed of, in violation of any Environmental Law, from the property onto, over or into any other property, or from any other property onto, over or into the property.
- C. Environmental Laws.** I have no knowledge or reason to believe that there is any pending or threatened investigation, claim, judgment or order, violation, lien, or other notice under any Environmental Law that concerns me or the property. The property and any activities on the property are in full compliance with all Environmental Law.
- D. Loan Purpose.** The purpose of this Loan is to refinance loan EF-1219.
- E. No Other Liens.** I own or lease all property that I need to conduct my business and activities. I have good and marketable title to all property that I own or lease. All of my Property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those to you or those you consent to in writing.
- F. Compliance With Laws.** I am not violating any laws, regulations, rules, orders, judgments or decrees applicable to me or my property, except for those which I am challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should I lose.
- G. Legal Disputes.** There are no pending or threatened lawsuits, arbitrations or other proceedings against me or my property that singly or together may materially and adversely affect my property, operations, financial condition, or business.
- H. Adverse Agreements.** I am not a party to, nor am I bound by, any agreement that is now or is likely to become materially adverse to my business, Property or operations.
- I. Other Claims.** There are no outstanding claims or rights that would conflict with the execution, delivery or performance by me of the terms and conditions of this Agreement or the other Loan Documents. No outstanding claims or rights exist that may result in a lien on the Property, the Property's proceeds and the proceeds of proceeds, except liens that were disclosed to and agreed to by you in writing.

J. Solvency. I am able to pay my debts as they mature, my assets exceed my liabilities and I have sufficient capital for my current and planned business and other activities, I will not become insolvent by the execution or performance of this Loan.

5. FINANCIAL STATEMENTS. I will prepare and maintain my financial records using consistently applied generally accepted accounting principles then in effect. I will provide you with financial information in a form that you accept and under the following terms:

A. Certification. I represent and warrant that any financial statements that I provide you fairly represents my financial condition for the stated periods, is current, complete, true and accurate in all material respects, includes all of my direct or contingent liabilities and there has been no material adverse change in my financial condition, operations or business since the date the financial information was prepared.

B. Requested Information. I will provide you with any other information about my operations, financial affairs and condition within 10 days after your request.

6. COVENANTS. Until the Loan and all related debts, liabilities and obligations are paid and discharged, I will comply with the following terms, unless you waive compliance in writing.

A. Participation. I consent to you participating or syndicating the Loan and sharing any information that you decide is necessary about me and the Loan with the other participants or syndicators.

B. Inspection. Following your written request, I will immediately pay for all one-time and recurring out-of-pocket costs that are related to the inspection of my records, business or Property that secures the Loan. Upon reasonable notice, I will permit you or your agents to enter any of my premises and any location where my Property is located during regular business hours to do the following:

(1) You may inspect, audit, check, review and obtain copies from my books, records, journals, orders, receipts, and any correspondence and other business related data.

(2) You may discuss my affairs, finances and business with any one who provides you with evidence that they are a creditor of mine, the sufficiency of which will be subject to your sole discretion.

(3) You may inspect my Property, audit for the use and disposition of the Property's proceeds and proceeds of proceeds; or do whatever you decide is necessary to preserve and protect the Property and your interest in the Property.

After prior notice to me, you may discuss my financial condition and business operations with my independent accountants, if any, or my chief financial officer and I may be present during these discussions. As long as the Loan is outstanding, I will direct all of my accountants and auditors to permit you to examine my records in their possession and to make copies of these records. You will use your best efforts to maintain the confidentiality of the information you or your agents obtain, except you may provide your regulator, if any, with required information about my financial condition, operation and business or that of my parent, subsidiaries or affiliates.

C. Business Requirements. I will preserve and maintain my present existence and good standing in the jurisdiction where I am organized and all of my rights, privileges and franchises. I will do all that is needed or required to continue my business or activities as presently conducted, by obtaining licenses, permits and bonds everywhere I engage in business or activities or own, lease or locate my property. I will obtain your prior written consent before I cease my business or before I engage in any new line of business that is materially different from my present business.

D. Compliance with Laws. I will not violate any laws, regulations, rules, orders, judgments or decrees applicable to me or my Property, except for those which I challenge in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its appeal should I lose. Laws include without limitation the Federal Fair Labor Standards Act requirements for producing goods, the federal Employee Retirement Income Security Act of 1974's requirements for the establishment, funding and management of qualified deferred compensation plans for employees, health and safety laws, environmental laws, tax laws, licensing and permit laws. On your request, I will provide you with written evidence that I have fully and timely paid my taxes, assessments and other governmental charges levied or imposed on me, my income or profits and my property. Taxes include without limitation sales taxes, use taxes, personal property taxes, documentary stamp taxes, recordation taxes, franchise taxes, income taxes, withholding taxes, FICA taxes and unemployment taxes. I will adequately provide for the payment of these taxes, assessments and other charges that have accrued but are not yet due and payable.

E. New Organizations. I will obtain your written consent before organizing, merging into, or consolidating with an entity; acquiring all or substantially all the assets of another; materially changing the legal structure, management, ownership or financial condition; or effecting or entering into a domestication, conversion or interest exchange.

F. Dealings with Insiders. I will not purchase, acquire or lease any property or services from, or sell, provide or lease any property or services to, or permit any outstanding loans or credit extensions to, or otherwise deal with, any Insiders except as required under contracts existing at the time I applied for the Loan and approved by you or as this Agreement otherwise permits. I will not change or breach these contracts existing at Loan application so as to cause an acceleration of or an increase in any payments due.

G. Other Debts. I will pay when due any and all other debts owed or guaranteed by me and will faithfully perform, or comply with all the conditions and obligations imposed on me concerning the debt or guaranty.

H. Other Liabilities. I will not incur, assume or permit any debt evidenced by notes, bonds or similar obligations, except: debt in existence on the date of this Agreement and fully disclosed to you; debt subordinated in payment to you on conditions and terms acceptable to you; accounts payable incurred in the ordinary course of my business and paid under customary trade terms or contested in good faith with reserves satisfactory to you.

I. Notice to You. I will promptly notify you of any material change in my financial condition, of the occurrence of a default under the terms of this Agreement or any other Loan Document, or a default by me under any agreement between me and any third party which materially and adversely affects my property, operations, financial condition or business.

J. Certification of No Default. On your request, my chief financial officer or my independent accountant will provide you with a written certification that to the best of their knowledge no event of default exists under the terms of this Agreement or the other Loan Documents, and that there exists no other action, condition or event which with the giving of notice or lapse of time or both would constitute a default. As requested, my chief financial officer or my independent accountant will also provide you with computations demonstrating compliance with any financial covenants and ratios contained in this Agreement. If an action, condition or event of default does exist, the certificate must accurately and fully disclose the extent and nature of this action, condition or event and state what must be done to correct it.

K. Use of Loan Proceeds. I will not permit the loan proceeds to be used to purchase, carry, reduce, or retire any loan originally incurred to purchase or carry any margin stock or otherwise cause the Loan to violate Federal Reserve Board Regulations U or X, or Section 8 of the Securities and Exchange Act of 1934 and its regulations, as amended.

L. Dispose of No Assets. Without your prior written consent or as the Loan Documents permit, I will not sell, lease, assign, transfer, dispose of or otherwise distribute all or substantially all of my assets to any person other than in the ordinary course of business for the assets' depreciated book value or more.

M. No Other Liens. I will not create, permit or suffer any lien or encumbrance upon any of my properties for or by anyone, other than you, except for: nonconsensual liens imposed by law arising out of the ordinary course of business on obligations that are not overdue or which I am contesting in good faith after making appropriate reserves; valid purchase money security interests on personal property; or any other liens specifically agreed to by you in writing.

N. Guaranties. I will not guaranty or become liable in any way as surety, endorser (other than as endorser of negotiable instruments in the ordinary course of business) or accommodation endorser or otherwise for the debt or obligations of any other person or entity, except to you or as you otherwise specifically agree in writing.

O. No Default under Other Agreements. I will not allow to occur, or to continue unremedied, any act, event or condition which constitutes a default, or which, with the passage of time or giving of notice, or both, would constitute a default under any agreement, document, instrument or undertaking to which I am a party or by which I may be bound.

P. Legal Disputes. I will promptly notify you in writing of any threatened or pending lawsuit, arbitration or other proceeding against me or any of my property, not identified in my financial statements, or that singly or together with other proceedings may materially and adversely affect my property, operations, financial condition or business. I will use my best efforts to bring about a favorable and speedy result of any of these lawsuits, arbitrations or other proceedings.

Q. Other Notices. I will immediately provide you with any information that may materially and adversely affect my ability to perform this Agreement and of its anticipated effect.

R. Loan Obligations. I will make full and timely payment of all principal and interest obligations, and comply with the other terms and agreements contained in this Agreement and in the other Loan Documents.

S. Insurance. I will obtain and maintain insurance with insurers, in amounts and coverages that are acceptable to you and customary with industry practice. This may include without limitation insurance policies for public liability, fire, hazard and extended risk, workers compensation, and, at your request, business interruption and/or rent loss insurance. At your request, I will deliver to you certified copies of all of these insurance policies, binders or certificates. I will obtain and maintain a mortgagee clause (or lender loss payable clause) endorsement - naming you as the loss payee. If you require, I will also obtain an "additional insured" endorsement - naming you as an additional insured. I will immediately notify you of cancellation or termination of insurance. I will require all insurance policies to provide you with at least 10 days prior written notice to you of cancellation or modification. I consent to you using or disclosing information relative to any contract of insurance required by the Loan for the purpose of replacing this insurance. I also authorize my insurer and you to exchange all relevant information related to any contract of insurance required by any document executed as part of this Loan.

T. Property Maintenance. I will keep all tangible and intangible property that I consider necessary or useful in my business in good working condition by making all needed repairs, replacements and improvements and by making all rental, lease or other payments due on this property.

U. Property Loss. I will immediately notify you, and the insurance company when appropriate, of any material casualty, loss or depreciation to the Property or to my other property that affects my business.

V. Reserves. You may set aside and reserve Loan proceeds for Loan interest, fees and expenses, taxes, and insurance. I grant you a security interest in the reserves.

No interest will accrue on any reserve Loan proceeds. Disbursement of reserves is disbursement of the Loan's proceeds. At my request, you will disburse the reserves for the purpose they were set aside for, as long as I am not in default under this Agreement. You may directly pay these reserved items, reimburse me for payments I made, or reduce the reserves and increase the Loan proceeds available for disbursement.

W. Additional Taxes. I will pay all filing and recording costs and fees, including any recordation, documentary or transfer taxes or stamps, that are required to be paid with respect to this Loan and any Loan Documents.

7. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations I have with you.

C. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Agreement.

D. Other Documents. A default occurs under the terms of any other Loan Document.

E. Other Agreements. I am in default on any other debt or agreement I have with you.

F. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

G. Judgment. I fail to satisfy or appeal any judgment against me.

H. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

I. Name Change. I change my name or assume an additional name without notifying you before making such a change.

J. Property Transfer. I transfer all or a substantial part of my money or property.

K. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

L. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.

8. REMEDIES. After I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of the Loan immediately due. If I am a debtor in a bankruptcy petition or in an application filed under section 5(a)(3) of the Securities Investor Protection Act, the Loan is automatically accelerated and immediately due and payable without notice or demand upon filing of the petition or application.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of the Loan, and accrue interest at the highest post-maturity interest rate.

E. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of the Loan against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of the Loan" means the total amount to which you are entitled to demand payment under the terms of the Loan at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Loan, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

F. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

9. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Loan. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

10. APPLICABLE LAW. This Agreement is governed by the laws of Montana, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Montana, unless otherwise required by law.

11. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. You may assign all or part of your rights or duties under this Agreement or the Loan Documents without my consent. If you assign this Agreement, all of my covenants, agreements, representations and warranties contained in this Agreement or the Loan Documents will benefit your successors and assigns. I may not assign this Agreement or any of my rights under it without your prior written consent. The duties of the Loan will bind my successors and assigns.

12. AMENDMENT, INTEGRATION AND SEVERABILITY. This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

13. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

14. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

15. SIGNATURES. By signing, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

BORROWER:

City Of Miles City

By _____ Date _____
John Hollowell, Mayor

City of Miles City
20190018

Appendix A: Initial Advance Disbursement Summary

Note: **20190018**

Note Amount:	\$245,100
Amount Contributed by Borrower	\$542.59
Disbursement to Borrower:	\$0
Disbursement to Lender	
o Refinance Loan EF-1219	\$245,642.59
TOTAL DISBURSED:	\$245,642.59
Amount Remaining to Be Disbursed	\$0

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
20190018	City Of Miles City		04/09/19	BW
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$245,100.00	Not Applicable	3.000%	04/15/44	Commercial
Creditor Use Only				

PROMISSORY NOTE

(Commercial - Single Advance)

DATE AND PARTIES. The date of this Promissory Note (Note) is April 9, 2019. The parties and their addresses are:

LENDER:

MONTANA COMMUNITY DEVELOPMENT CORPORATION
 229 E. Main St
 Missoula, MT 59802
 Telephone: (406) 728-9234

BORROWER:

CITY OF MILES CITY
 a Montana City
 2800 Main Street
 Miles City, MT 59301

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of **\$245,100.00 (Principal)** plus interest from April 9, 2019 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

3. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of **3.000 percent (Interest Rate)**.

- A. Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
- B. Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. Statutory Authority.** The amount assessed or collected on this Note is authorized by the Montana usury laws under M.C.A. 5 31-1-112(1).
- D. Accrual.** Interest accrues using an Actual/365 days counting method.

4. GOVERNING AGREEMENT. This Note is further governed by the Commercial Loan Agreement executed between you and me as a part of this Loan, as modified, amended or supplemented. The Commercial Loan Agreement states the terms and conditions of this Note, including the terms and conditions under which the maturity of this Note may be accelerated. When I sign this Note, I represent to you that I have reviewed and am in compliance with the terms contained in the Commercial Loan Agreement.

5. PAYMENT. I agree to pay this Note in **300** payments. I will make 300 of Principal and Interest in level amounts sufficient to fully repay the loan by the maturity date as may be advanced beginning on May 15, 2019, and on the 15th day of each month thereafter. The payments may change from time to time to account for payments due on weekends or holidays. The estimated payment is **\$1,163.20**

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due, then to any charges that I owe other than principal and interest, and finally to principal that is due. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

6. PREPAYMENT. I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

7. LOAN PURPOSE. The purpose of this Loan is to refinance loan EF-1219.

8. **ADDITIONAL TERMS.** This financing is provided through the United States Department of Agriculture. Therefore, the borrower must comply with, and must further ensure that the borrower, contractor, or subcontractor complies with the Davis-Bacon prevailing wage rates where construction work is financed. By signing this note, the borrower indicates their agreement to comply with the Davis-Bacon prevailing wage rate and provide evidence of support to their compliance.

9. **SECURITY.** The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document	
Security Agreement - City Of Miles City	City Of Miles City	UCC statement #1805182120878 Recorded 5/18/18 in the State of Montana and UCC statement #170295 Recorded 5/23/18 in Custer County

10. **DUE ON SALE OR ENCUMBRANCE.** You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

11. **WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

- (1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.
- (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
- (3) You may release, substitute or impair any Property securing this Note.
- (4) You, or any institution participating in this Note, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.
- (6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

12. **COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

13. **DISCLOSURE OF INSURANCE INFORMATION.** I authorize you to use and disclose information relative to obtaining and replacing any insurance authorized for the Loan. I also authorize my insurer and you to exchange all relevant information related to any contract of insurance authorized by the Loan.

14. **APPLICABLE LAW.** This Note is governed by the laws of Montana, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Montana, unless otherwise required by law.

15. **JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

16. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

17. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

18. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

19. **CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

20. **ERRORS AND OMISSIONS.** I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

21. **SIGNATURES.** By signing, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

City Of Miles City

By _____ Date _____
John Hollowell, Mayor

Customer Name: City Of Miles City Loan/Customer Number: 20190018

Ending Date:	04/09/2019	Compounding:	U.S. Rule	Principal:	245,100.00
First Payment Date:	05/15/2019	Period:	Actual/365	Initial Interest Rate:	0.000%
		Pmt Schedule:	Monthly	Interest Rate:	3.000%
				Pmt Amount:	1,163.20

* Escrowed Interest

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
	04/15/2019	6		120.87	-120.87*	245,100.00	
1	05/15/2019	30	\$1,163.20	604.36	437.97	244,662.03	\$437.97
2	06/15/2019	31	\$1,163.20	623.39	539.81	244,122.22	\$977.78
3	07/15/2019	30	\$1,163.20	601.95	561.25	243,560.97	\$1,539.03
4	08/15/2019	31	\$1,163.20	620.58	542.62	243,018.35	\$2,081.65
5	09/15/2019	31	\$1,163.20	619.20	544.00	242,474.35	\$2,625.65
6	10/15/2019	30	\$1,163.20	597.88	565.32	241,909.03	\$3,190.97
7	11/15/2019	31	\$1,163.20	616.37	546.83	241,362.20	\$3,737.80
8	12/15/2019	30	\$1,163.20	595.14	568.06	240,794.14	\$4,305.86
2019	Totals:		9,305.60	4,999.74	4,305.86		
9	01/15/2020	31	\$1,163.20	613.53	549.67	240,244.47	\$4,855.53
10	02/15/2020	31	\$1,163.20	612.13	551.07	239,693.40	\$5,406.60
11	03/15/2020	29	\$1,163.20	571.32	591.88	239,101.52	\$5,998.48
12	04/15/2020	31	\$1,163.20	609.22	553.98	238,547.54	\$6,552.46
13	05/15/2020	30	\$1,163.20	588.20	575.00	237,972.54	\$7,127.46
14	06/15/2020	31	\$1,163.20	606.34	556.86	237,415.68	\$7,684.32
15	07/15/2020	30	\$1,163.20	585.41	577.79	236,837.89	\$8,262.11
16	08/15/2020	31	\$1,163.20	603.45	559.75	236,278.14	\$8,821.86
17	09/15/2020	31	\$1,163.20	602.02	561.18	235,716.96	\$9,383.04
18	10/15/2020	30	\$1,163.20	581.22	581.98	235,134.98	\$9,965.02
19	11/15/2020	31	\$1,163.20	599.11	564.09	234,570.89	\$10,529.11
20	12/15/2020	30	\$1,163.20	578.39	584.81	233,986.08	\$11,113.92
2020	Totals:		13,958.40	7,150.34	6,808.06		
21	01/15/2021	31	\$1,163.20	596.18	567.02	233,419.06	\$11,680.94
22	02/15/2021	31	\$1,163.20	594.74	568.46	232,850.60	\$12,249.40
23	03/15/2021	28	\$1,163.20	535.88	627.32	232,223.28	\$12,876.72
24	04/15/2021	31	\$1,163.20	591.69	571.51	231,651.77	\$13,448.23
25	05/15/2021	30	\$1,163.20	571.20	592.00	231,059.77	\$14,040.23
26	06/15/2021	31	\$1,163.20	588.73	574.47	230,485.30	\$14,614.70
27	07/15/2021	30	\$1,163.20	568.32	594.88	229,890.42	\$15,209.58
28	08/15/2021	31	\$1,163.20	585.75	577.45	229,312.97	\$15,787.03
29	09/15/2021	31	\$1,163.20	584.28	578.92	228,734.05	\$16,365.95
30	10/15/2021	30	\$1,163.20	564.00	599.20	228,134.85	\$16,965.15
31	11/15/2021	31	\$1,163.20	581.28	581.92	227,552.93	\$17,547.07
32	12/15/2021	30	\$1,163.20	561.09	602.11	226,950.82	\$18,149.18
2021	Totals:		13,958.40	6,923.14	7,035.26		
33	01/15/2022	31	\$1,163.20	578.26	584.94	226,365.88	\$18,734.12
34	02/15/2022	31	\$1,163.20	576.77	586.43	225,779.45	\$19,320.55
35	03/15/2022	28	\$1,163.20	519.60	643.60	225,135.85	\$19,964.15
36	04/15/2022	31	\$1,163.20	573.63	589.57	224,546.28	\$20,553.72
37	05/15/2022	30	\$1,163.20	553.68	609.52	223,936.76	\$21,163.24
38	06/15/2022	31	\$1,163.20	570.58	592.62	223,344.14	\$21,755.86
39	07/15/2022	30	\$1,163.20	550.71	612.49	222,731.65	\$22,368.35

ORDINANCE NO. 1331

AN ORDINANCE AMENDING SECTION 23-27 OF THE CODE OF ORDINANCES OF MILES CITY, MONTANA, WITH REGARDS TO THE FLORIDATION OF MUNICIPAL WATER.

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

Section 1. Section 23-27 shall be amended to read as follows:

Sec. 23-27. - Fluoridation. Upon receiving the approval of the state department of health and environmental sciences, and until further direction of the city council, the public utilities director is hereby authorized and directed to provide the means and to proceed with the addition of approximately 0.7 and not more than 1.0 parts of fluoride to every million parts of water being distributed in the water supply system of the city.

Section 2. This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 9th day of April, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 23rd day of April, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Claims

04/04/19
09:40:19

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
131130	81368S	2910 TONGUE RIVER ELECTRIC	450.18					
1	TREC032519	03/25/19 Southgate Lighting	401.84			2450 51 430263	341	101000
2	DTREC03251	03/25/19 Garfield 911	48.34		26152	2850 105 420140	341	101000
131131	-99888E	1970 MONTANA DAKOTA UTILITIES	18,416.07					
1	03/07/19	Airport ~ Electric	1,108.67		950	5610 87 430300	341	101000
2	03/07/19	Airport ~ Gas	1,507.81		950	5610 87 430300	344	101000
3	03/14/19	Lighting District 165	3,634.19			2400 46 430263	341	101000
4	03/14/19	Lighting District 165 poles	12,165.40*			2400 46 430263	533	101000
131132	81369S	671 CUSTER COUNTY TREASURER	1,347.88					
1	03/30/19	OCT-DEC 2013: D/L RNSTMT FEES	0.00			7452 212500		101000
2	03312019	03/31/19 OCT-DEC 2013: LE ACDMY SURCH	1,347.88			7467 212200		101000
131133	81370S	975 FIREMANS FUND	2,025.00					
1	03/06/19	QUARTERLY CLOTHING ALLOTMENT	2,025.00		25683	1000 7 420460	211	101000
131134	81337S	4019 WEX BANK	11,227.67					
1	58083574	03/30/19 FUEL	379.55		26050	1000 13 460433	231	101000
2	03/30/19	FUEL	0.00			1000 201 431200	370	101000
3	03/30/19	FUEL	3,468.47		26050	2510 107 430220	231	101000
4	03/30/19	FUEL	867.12		26050	2520 108 430220	231	101000
5	03/30/19	FUEL	0.00		19482	6040 910 430220	231	101000
6	03/30/19	FUEL	53.32		26001	5210 22 430530	231	101000
7	03/30/19	FUEL	88.86*		26001	5210 80 430540	231	101000
8	03/30/19	FUEL	35.54		26001	5310 33 430640	231	101000
9	03/30/19	FUEL	71.09		26001	5310 32 430690	231	101000
10	03/30/19	FUEL	597.86		25675	1000 7 420460	231	101000
11	03/30/19	FUEL	901.27		25675	5510 10 420730	231	101000
12	03/30/19	FUEL	3,105.99		25777	1000 5 420140	231	101000
13	03/30/19	FUEL	68.01		25777	1000 21 440600	231	101000
14	03/30/19	FUEL	0.00			1000 5 420160	231	101000
15	03/30/19	FUEL	392.96		25593	5210 23 430550	231	101000
16	03/30/19	FUEL	392.96		25593	5310 31 430630	231	101000
17	03/30/19	FUEL	804.67*		945	5610 87 430300	231	101000
131135	81371S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	174.20					
1	24963	03/26/19 CITY HALL: RUGS	85.00		25864	1000 8 411230	220	101000
2	25221	03/26/19 SHOP: RUGS/MOPS	20.50		25864	6040 910 430220	220	101000
5	25262	03/31/19 AMBULANCE: MATS	0.00			5510 10 420730	220	101000
6	25068	03/26/19 WWTP: MOPS/TOWELS	19.20		25483	5310 33 430640	360	101000
7	25079	03/26/19 WTP: MOPS/TOWELS	22.50		25483	5210 80 430540	360	101000
8	24956	03/26/19 PD: MATS	27.00*		25704	1000 5 420140	360	101000

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131137	81372S 1535 LUCAS & TONN PC	254.78								
1	LTPC032019 03/23/19 Westlaw ~ Professional Ser	100.00*		032619	1000 4 411100	350		101000		
2	Trvl 03/19 03/25/19 Travel Expense Voucher	154.78		032519	1000 4 411100	370		101000		
131139	81373S 2914 TOURISM BUSINESS IMPROVEMENT	788.00								
1	TBID201903 03/30/19 TBID ~ Monthly Econolodge	788.00			7370 212500			101000		
131140	81374S 316 DATA IMAGING SYSTEMS, INC	4,188.98								
1	34417 03/30/19 Managed Services	257.40			1000 3 410500	360		101000		
2	03/30/19 Managed Services	140.90			5210 25 430510	360		101000		
3	03/30/19 Managed Services	140.90			5310 29 430610	360		101000		
4	03/30/19 Managed Services	75.05			1000 1 410200	360		101000		
5	03/30/19 Managed Services	75.05			1000 36 411020	360		101000		
6	03/30/19 Managed Services	148.59			5210 23 430550	360		101000		
7	03/30/19 Managed Services	148.59			5310 31 430630	360		101000		
8	03/30/19 Managed Services	106.56			2510 107 430220	360		101000		
9	03/30/19 Managed Services	57.03			2520 108 430220	360		101000		
10	03/30/19 Managed Services ~ Treasurer	75.05			1000 9 410540	360		101000		
11	03/30/19 Managed Service ~ TIF District	70.17*			2310 11 460462	360		101000		
12	03/30/19 Managed Service ~ Hist Pres	4.87*			2935 11 460461	360		101000		
13	03/30/19 Managed Services ~ Building In	156.84			2394 18 420531	360		101000		
14	4324 03/31/19 Dell Tower	305.33		25920	1000 3 410500	214		101000		
15	03/31/19	0.00			1000 36 411020	360		101000		
16	4324 03/31/19 Dell Tower	305.33		25920	5210 25 430510	214		101000		
17	4324 03/31/19 Dell Tower	305.33		25920	5310 29 430610	214		101000		
18	03/31/19	0.00			1000 1 410200	360		101000		
19	03/31/19	0.00			5210 23 430550	360		101000		
20	03/31/19	0.00			5310 31 430630	360		101000		
21	4324 03/31/19 Computer	1,452.79		26061	2510 107 430220	210		101000		
22	4324 03/31/19 Computer	363.20		26061	2520 108 430220	210		101000		
23	03/31/19	0.00			1000 9 410540	360		101000		
24	03/31/19	0.00*			2935 11 460461	360		101000		
25	03/31/19	0.00*			2310 11 460462	360		101000		
26	03/31/19	0.00			2394 18 420531	360		101000		
131141	81375S 1721 MID RIVERS TELEPHONE CORP	3,297.75								
2	03/30/19 TELEPHONE/INTERNET/CABLE/Judge	127.98		23946	1000 6 410300	345		101000		
3	03/30/19 TELEPHONE/INTERNET/CABLE/Judge	52.40		23946	1000 6 410300	347		101000		
4	03/30/19 TELEPHONE/INTERNET/CABLE/Libry	148.23		24920	2220 16 460100	345		101000		
5	03/30/19 TELEPHONE/INTERNET/CABLE/Libry	143.05		24920	2220 16 460100	347		101000		
6	03/30/19 TELEPHONE/INTERNET/CABLE/SmPol	0.00		25091	1000 14 460445	345		101000		
7	03/30/19 TELEPHONE/INTERNET/CABLE/ 911	312.09		25201	2850 105 420140	345		101000		
8	03/30/19 TELEPHONE/INTERNET/CABLE/child	0.00*		25036	1000 5 420140	220		101000		
9	03/30/19 TELEPHONE/INTERNET/CABLE/rsvp	118.58		24520	2985 15 450330	345		101004		

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10	03/30/19	TELEPHONE/INTERNET/CABLE/Airpt	55.39		867	5610 87 430300	345	101000
11	03/30/19	TELEPHONE/INTERNET/CABLE/Airpt	114.20		867	5610 87 430300	319	101000
12	03/30/19	TELEPHONE/INTERNET/CABLE/Airpt	7.60		867	5610 87 430300	347	101000
13	03/30/19	TELEPHONE/INTERNET/CABLE/mayor	38.76			1000 1 410200	345	101000
14	03/30/19	TELEPHONE/INTERNET/CABLE/fin	55.28			1000 3 410500	345	101000
15	03/30/19	TELEPHONE/INTERNET/CABLE/fin	19.52			1000 3 410500	347	101000
16	03/30/19	TELEPHONE/INTERNET/CABLE/atny	7.51			1000 4 411100	345	101000
17	03/30/19	TELEPHONE/INTERNET/CABLE/pd	315.98			1000 5 420140	345	101000
18	03/30/19	TELEPHONE/INTERNET/CABLE/pd	65.60			1000 5 420140	347	101000
19	03/30/19	TELEPHONE/INTERNET/CABLE/disp	314.00			1000 5 420160	345	101000
20	03/30/19	TELEPHONE/INTERNET/CABLE/fire	164.71			1000 7 420460	345	101000
21	03/30/19	TELEPHONE/INTERNET/CABLE/fire	135.60			1000 7 420460	347	101000
22	03/30/19	TELEPHONE/INTERNET/CABLE/tres	7.51			1000 9 410540	345	101000
23	03/30/19	TELEPHONE/INTERNET/CABLE/park	43.57			1000 13 460433	345	101000
24	03/30/19	TELEPHONE/INTERNET/CABLE/park	37.60			1000 13 460433	347	101000
25	03/30/19	TELEPHONE/INTERNET/CABLE/ACtr	40.09			1000 21 440600	345	101000
26	03/30/19	TELEPHONE/INTERNET/CABLE/plng	80.44			1000 36 411020	345	101000
27	03/30/19	TELEPHONE/INTERNET/CABLE/HP	21.30			2310 11 460462	345	101000
28	03/30/19	TELEPHONE?INTERNET/CABLE/HP	14.90			2310 11 460462	347	101000
29	03/30/19	TELEPHONE/INTERNET/CABLE/blgd	26.36			2394 18 420531	345	101000
30	03/30/19	TELEPHONE/INTERNET/CABLE/md204	70.35			2510 107 430220	345	101000
31	03/30/19	TELEPHONE/INTERNET/CABLE/md205	35.67			2520 108 430220	345	101000
32	03/30/19	TELEPHONE/INTERNET/CABLE/wplnt	79.12			5210 22 430530	345	101000
33	03/30/19	TELEPHONE/INTERNET/CABLE/wplnt	80.20			5210 22 430530	347	101000
34	03/30/19	TELEPHONE/INTERNET/CABLE/wtlns	39.83			5210 23 430550	345	101000
35	03/30/19	TELEPHONE/INTERNET/CABLE/wtlns	11.40			5210 23 430550	347	101000
36	03/31/19	TELEPHONE/INTERNET/CABLE/wtadm	50.01			5210 25 430510	345	101000
37	03/30/19	TELEPHONE/INTERNET/CABLE/wtadm	16.02			5210 25 430510	347	101000
38	03/30/19	TELEPHONE/INTERNET/CABLE/wwadm	49.99			5310 29 430610	345	101000
39	03/30/19	TELEPHONE/INTERNET/CABLE/wwadm	19.51			5310 29 430610	347	101000
40	03/30/19	TELEPHONE/INTERNET/CABLE/swlns	39.82			5310 31 430630	345	101000
41	03/30/19	TELEPHONE/INTERNET/CABLE/swlns	11.40			5310 31 430630	347	101000
42	03/30/19	TELEPHONE/INTERNET/CABLE/wwpln	37.86			5310 33 430640	345	101000
43	03/30/19	TELEPHONE/INTERNET/CABLE/wwpln	45.60			5310 33 430640	347	101000
44	03/30/19	TELEPHONE/INTERNET/CABLE/amb	112.30			5510 10 420730	345	101000
45	03/30/19	TELEPHONE/INTERNET/CABLE/amb	28.24			5510 10 420730	347	101000
46	03/30/19	TELEPHONE/INTERNET/CABLE/shop	40.85			6040 910 430220	345	101000
47	03/30/19	TELEPHONE/INTERNET/CABLE/shop	58.81			6040 910 430220	347	101000
48	03/30/19	Historical Preservation	1.48			2935 11 460461	345	101000
49	03/30/19		1.04			2935 11 460461	347	101000
50	03/30/19	Urban Development	0.00			2310 11 460462	345	101000
51	03/30/19		0.00			2310 11 460462	347	101000

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Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
131142	-99889E 373 MASTERCARD	22,715.29						
1	03/20/19	11.89			1000 3 410500	220	101000	
2	03/20/19	22.94*			1000 6 410300	210	101000	
3	03/20/19	682.09			1000 5 420140	214	101000	
4	03/20/19	433.15*			1000 5 420140	220	101000	
5	03/20/19	450.00			1000 5 420140	380	101000	
6	03/20/19	1,465.12			1000 5 420140	230	101000	
7	03/20/19	593.69*			1000 5 420140	370	101000	
8	03/20/19	21.48			1000 5 420140	311	101000	
9	03/20/19	317.11			1000 5 420160	210	101000	
10	03/20/19	530.81			1000 5 420160	370	101000	
13	03/20/19	27.97			1000 7 420460	214	101000	
14	03/20/19	0.00			1000 7 420460	217	101000	
15	03/20/19	61.85			1000 7 420460	220	101000	
16	03/20/19	122.04			1000 7 420460	230	101000	
17	03/20/19	53.62			1000 7 420460	231	101000	
18	03/20/19	6.69			1000 7 420460	241	101000	
19	03/20/19	66.29			1000 7 420460	345	101000	
20	03/20/19	95.90			1000 7 420460	360	101000	
21	03/20/19	162.55			1000 7 420460	400	101000	
22	03/20/19	57.25			1000 8 411230	220	101000	
23	03/20/19	702.06			1000 8 411230	230	101000	
24	03/20/19	0.00			1000 13 460433	214	101000	
25	03/21/19	0.00			1000 13 460433	220	101000	
26	03/20/19	0.00*			1000 13 460433	226	101000	
27	03/20/19	81.60			1000 13 460433	230	101000	
28	03/20/19	83.85			1000 13 460433	231	101000	
29	03/20/19 Denton Field - Scoreboard	0.00			1000 13 460433	360	101000	
30	03/20/19	20.36*			1000 13 460433	363	101000	
32	03/20/19	0.00			1000 14 460445	214	101000	
33	03/20/19	64.96*			1000 21 440600	220	101000	
36	03/20/19	24.80			1000 36 411020	210	101000	
38	03/20/19	0.00*			1000 36 411020	220	101000	
39	03/20/19	0.00			1000 36 411020	311	101000	
40	03/20/19	30.00*			1000 36 411020	334	101000	
41	03/20/19	245.00			1000 36 411020	380	101000	
42	03/20/19	209.90			1000 201 431200	214	101000	
43	03/20/19	137.00			1000 201 431200	311	101000	
44		132.40			2220 16 460100	224	101000	
45	03/20/19	115.72			2220 16 460100	311	101000	
46	03/20/19	175.00			2220 16 460100	350	101000	
47	03/20/19	819.46			2220 16 460100	382	101000	
48	03/20/19	24.80			2394 18 420531	210	101000	
50	03/20/19	25.79			2510 107 430220	210	101000	

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51	03/20/19		164.00			2510	107	430220	220		101000
52	03/20/19		403.94*			2510	107	430220	226		101000
53	03/20/19		396.66			2510	107	430220	230		101000
54	03/20/19		179.17			2510	107	430220	242		101000
55	03/20/19		1,039.62			2510	107	430220	363		101000
56	03/20/19		4.96			2520	108	430220	210		101000
57	03/20/19		41.01			2520	108	430220	220		101000
58	03/20/19		100.98*			2520	108	430220	226		101000
59	03/20/19		99.16			2520	108	430220	230		101000
60	03/20/19		44.79			2520	108	430220	242		101000
61	03/20/19		259.90			2520	108	430220	363		101000
62	03/20/19		0.00			2850	105	420140	220		101000
63	03/20/19		161.87		24513	2985	15	450330	220		101008
65	03/20/19		58.50*			2985	15	450340	220		101000
66	03/20/19		160.00*			2985	15	450340	311		101000
67	03/20/19		85.95			5210	22	430530	220		101000
68	03/20/19		501.49			5210	22	430530	230		101000
69	03/20/19		16.77			5210	22	430530	241		101000
70	03/20/19		195.00*			5210	22	430530	363		101000
71	03/20/19		178.22			5210	22	430530	380		101000
72	03/20/19		0.00			5210	22	430530	380		101000
73	03/20/19		0.00			5210	23	430550	210		101000
74	03/20/19		149.99			5210	23	430550	214		101000
75	03/20/19		343.59			5210	23	430550	220		101000
76	03/20/19		519.87			5210	23	430550	230		101000
77	03/20/19		731.67			5210	23	430550	235		102270
78	03/20/19		834.65			5210	23	430550	363		101000
81	03/20/19		11.89			5210	25	430510	220		101000
82	03/20/19		5.94			5210	80	430540	210		101000
83	03/20/19		34.06			5210	80	430540	220		101000
84	03/20/19		390.64			5210	80	430540	222		101000
85	03/20/19		1,379.71			5210	80	430540	230		101000
86	03/20/19		2.11			5210	80	430540	311		101000
87	03/20/19		463.50			5210	80	430540	352		101000
88	03/20/19		-1,029.72			5210	80	430540	360		101000
89	03/20/19		124.75			5210	80	430540	380		101000
90	03/20/19		11.90			5310	29	430610	220		101000
91	03/20/19		149.99			5310	31	430630	214		101000
92	03/20/19		77.58			5310	31	430630	220		101000
93	03/20/19		198.08			5310	31	430630	230		101000
96	03/20/19		834.65*			5310	31	430630	363		101000
97	03/20/19		119.95			5310	32	430690	220		101000
98	03/20/19		57.92			5310	32	430690	380		101000
99	03/20/19		33.99			5310	33	430640	210		101000
100	03/20/19		465.06			5310	33	430640	220		101000

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101	03/20/19	291.15			5310 33 430640	230		101000	
102	03/20/19	2.15			5310 33 430640	311		101000	
103	03/20/19	104.00			5310 33 430640	352		101000	
104	03/20/19	14.00			5310 33 430640	360		101000	
105	03/20/19	619.83			5310 33 430640	363		101000	
106	03/20/19	89.11			5310 33 430640	380		101000	
107	03/20/19	35.98			5510 10 420730	214		101000	
108	03/20/19	30.97			5510 10 420730	220		101000	
109	03/20/19	2,214.94			5510 10 420730	222		101000	
110	03/20/19	4.34			5510 10 420730	231		101000	
111	03/20/19	144.29			5510 10 420730	241		101000	
112	03/20/19	32.66			5510 10 420730	345		101000	
113	03/20/19	701.69			5510 10 420730	364		101000	
114	03/20/19	135.57*			5610 87 430300	230		101000	
115	03/20/19	55.00			5610 87 430300	311		101000	
116	03/20/19	107.31			5610 87 430300	345		101000	
117	03/20/19	53.40			6040 910 430220	214		101000	
131143	81376S 721 DALES CLEANING SERVICE	600.00							
1	DCS3262019 03/25/19 City Hall ~ March Cleaning	600.00		26056	1000 8 411230	360		101000	
131144	-99886E 1970 MONTANA DAKOTA UTILITIES	13,951.18							
1	03/30/19 GAS/ELECTRIC ~ FD	442.27		25682	1000 7 420460	341		101000	
2	GAS/ELECTRIC ~ FD	593.59		25682	1000 7 420460	344		101000	
3	GAS/ELECTRIC ~ City Hall	387.43			1000 8 411230	341		101000	
4	GAS/ELECTRIC ~ City Hall	599.02			1000 8 411230	344		101000	
5	GAS/ELECTRIC ~ Parks	549.19			1000 13 460433	341		101000	
6	GAS/ELECTRIC ~ Parks	645.55			1000 13 460433	344		101000	
7	GAS/ELECTRIC ~ Bath House	84.11			1000 14 460445	341		101000	
8	GAS/ELECTRIC ~ Animal Shelter	59.19*			1000 21 440600	341		101000	
9	GAS/ELECTRIC ~ Animal Shelter	79.93			1000 21 440600	344		101000	
10	GAS/ELECTRIC ~ Library	502.81		25821	2220 16 460100	341		101000	
11	GAS/ELECTRIC ~ Library	478.61		25821	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	512.88			2420 48 430263	341		101000	
15	GAS/ELECTRIC ~ Rental Fee	1,453.50*			2420 48 430263	533		101000	
16	GAS/ELECTRIC ~ District 171	142.82			2430 49 430263	341		101000	
17	GAS/ELECTRIC ~ District 172	1,331.35			2440 50 430263	341		101000	
18	GAS/ELECTRIC ~ District 202	106.39			2470 72 430263	341		101000	
19	GAS/ELECTRIC ~ Rental Fee	456.80*			2470 72 430263	533		101000	
20	GAS/ELECTRIC ~ District 173	118.25			2480 47 430263	341		101000	
21	GAS/ELECTRIC ~ Sewer Lift	87.79*			2510 107 430220	341		101000	
28	GAS/ELECTRIC ~ Fish & Game	968.72*			5210 23 430550	341		101000	
29	GAS/ELECTRIC ~ Fish & Game	0.00			5210 23 430550	344		101000	

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30		GAS/ELECTRIC - Fish & Game	0.00			5310 31 430630	341	101000
31		GAS/ELECTRIC - Fish & Game	0.00			5310 31 430630	344	101000
32		GAS/ELECTRIC - Sewer Lift	1,699.62			5310 32 430690	341	101000
33		GAS/ELECTRIC - Sewer Lift	118.43			5310 32 430690	344	101000
35		GAS/ELECTRIC - Ambulance	217.83		25682	5510 10 420730	341	101000
36		GAS/ELECTRIC - Ambulance	292.37		25682	5510 10 420730	344	101000
39		GAS/ELECTRIC - Shop	788.82			6040 910 430220	341	101000
40		GAS/ELECTRIC - Shop	840.51			6040 910 430220	344	101000
41		Fish & Game	27.61*			5210 23 430550	341	101000
42		Fish & Game	70.74			5210 23 430550	344	101000
43			27.61			5310 31 430630	341	101000
44			70.74			5310 31 430630	344	101000
45			44.18*			2510 107 430220	341	101000
46			113.18			2510 107 430220	344	101000
47			11.04			2520 108 430220	341	101000
48			28.30			2520 108 430220	344	101000
131145	81350S	2450 POSTMASTER (UTILITIES)	1,082.55					
1		USPS102018 03/30/19 Water/Sewer Postage	541.27			5210 25 430510	311	101000
2		USPS102018 03/30/19	541.28			5310 29 430610	311	101000
131146	81363S	999999 GENERAL DISTRIBUTING	178.74					
1		00729745 02/28/19 O2 Extra	47.87		25677	5510 10 420730	222	101000
2		00731585 02/28/19 O2 Monthly	98.00		25677	5510 10 420730	222	101000
3		00726973 02/14/19 O2	32.87		25677	5510 10 420730	222	101000
131147	81327S	395 VA MONTANA HEALTHCARE SYSTEM	417.50					
1		436-K908JV 03/01/19 March 2019 Lease	417.50		25259	2985 15 450340	530	101000
131149	81338S	999999 VA-OCC ATTN:ACCOUNTING DEPT	764.69					
1		TRIP 18-09 03/04/19 AMBLANCE REFUND	764.69			5510 342026		101000
131150	81326S	1921 MONTANA MUNICIPAL INTERLOCAL	2,296.80					
1		03012019 02/19/19 MARCH RETIREE PREMIUMS	2,296.80			1000 362022		101000
131151	81351S	3039 UTILITIES UNDERGROUND LOCATION	15.70					
1		9025089 02/28/19 LOCATES (FEB)	7.85		25592	5210 23 430550	220	101000
2		9025089 02/28/19	7.85		25592	5310 31 430630	220	101000
131152	81367S	4038 BOBCAT OF MILES CITY	582.00					
1		01-41991 02/14/19 SNOWBROOM FOR TOOLCAT	582.00*		25891	1000 13 460433	363	101000

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131153	81377S 390 JERRYS REFRIGERATION SERV INC	1,313.50							
1	109130 02/25/19 HEATER REPAIR	302.38		25500	5210 22 430530	360		101000	
2	109130 02/25/19	907.12		25500	5210 80 430540	360		101000	
3	110006 03/26/19 Reclaimed Refrigerator	104.00		25526	1000 6 410300	214		101000	
131154	81352S 870 EAST MAIN ANIMAL CLINIC	72.72							
1	9972 03/01/19 VET SERVICES- SHELTER ANIMALS	72.72		25778	1000 21 440600	350		101000	
131155	81339S 2162 MONTANA SUPREME COURT	300.00							
1	03062019 03/06/19 COLJ CONFERENCE REGISTRATION	300.00*		25520	1000 6 410300	334		101000	
131156	81340S 999999 MURDOCHS RANCH & HOME	81.98							
1	242082 02/25/19 TOOL BOX & SPORT LOCK ASST	81.98*		25780	1000 5 420140	790		101080	
131157	81341S 999999 WEBGRAIN	60.00							
1	5647 03/06/19 2019 Annual Renewal of Domains	60.00*		948	5610 87 430300	330		101000	
131158	81329S 2831 MILES CITY STAR PUBLISHING	295.76							
1	Carrier 11 Finance	53.20		25915	1000 3 410500	330		101000	
2	Carrier 11	53.20		25915	5210 25 430510	330		101000	
3	Carrier 11	53.20		25915	5310 29 430610	330		101000	
4	210024	45.39			1000 3 410500	330		101000	
5	210276	45.39			5210 25 430510	330		101000	
6		45.38			5310 29 430610	330		101000	
131159	81330S 394 BOSS INC	471.35							
1	250281-0 02/21/19 Finance	66.46		25967	1000 3 410500	210		101000	
2	250557-0 02/21/19	66.47		25967	5210 25 430510	210		101000	
3	02/21/19	66.47		25967	5310 29 430610	210		101000	
4	248776-0 02/21/19 City Attorney	78.90		24433	1000 4 411100	220		101000	
5	251520-0 02/21/19 Police	20.58*		25770	1000 5 420140	210		101000	
6	251302-0 02/21/19	91.51*		25766	1000 5 420140	220		101000	
7	248452-0 02/21/19 Dispatch	80.96		25239	1000 5 420160	210		101000	
131160	-99884C 4010 FELT, MARTIN, FRAZIER & WELDON,	469.00							
1	372 03/05/19 CCWSD	49.00*		25919	1000 4 411100	350		101000	
2	372 03/05/19 Harbor Issue	420.00*		25919	1000 3 411101	350		101000	
131161	81332S 999999 MLECA	250.00							
1	03082019 03/08/19 NAPWDA Annual Recert K-9 Tea	250.00*		25781	1000 5 420140	790		101080	

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131162	81342S	999999 COY SHEETS	104.00					
1	03082019	03/08/19 Meals- Training Interview Bo	104.00*		25782	1000 5 420140	370	101000
131163	81378S	523 CITY SERVICE, INC.	34,298.25					
1	W87675R	03/07/19 Annual CC Terminal Maint Fee	192.00		952	5610 87 430300	237	101000
2	342829	03/27/19 10,007 Gallons of Jet-A	26,486.45		957	5610 87 430300	237	101000
3	343458	03/31/19 2000 Gallons AV Gas 100LL	7,603.80		961	5610 87 430300	237	101000
4	W086426	04/03/19 Dec 2019 CC Terminal Maint Fe	16.00		963	5610 87 430300	237	101000
131164	81379S	2240 NOLLEYS WELDING & MACHINE INC	62.00					
1	31541	03/08/19 Oxygen and Acetylene	62.00*		951	5610 87 430300	230	101000
131165	81380S	4031 ED CURNAN	75.00					
1	03312019	03/31/19 quarterly payment	75.00			1000 5 420140	350	101000
131166	81381S	4034 STEVE RICE	75.00					
1	03312019	03/31/19 quarterly payment	75.00			1000 5 420140	350	101000
131167	81343S	999999 RYAN KETCHUM	401.36					
1	mileage	03/08/19 Mileage Reimb (.58) for MLEA	401.36*		25783	1000 5 420140	370	101000
131168	81382S	1330 SCL Health - Sisters of Charity	483.40					
1	500249623	02/07/19 Blood Draw	241.70		25786	1000 5 420140	350	101000
2	500249623	02/04/19 Blood Draw	241.70		25786	1000 5 420140	350	101000
131169	81383S	1050 FRANKS BODY SHOP	43.99					
1	11-0024882	02/28/19 PD Tow	43.99*		25785	1000 5 420140	220	101000
131170	81353S	268 MILES CITY SANITATION INC.	60.00					
1	93126853	03/01/19 2 Garbage Bins March 2019	60.00		949	5610 87 430300	220	101000
131171	81331S	2830 STAR PRINTING & SUPPLY	639.95					
1	270484	02/06/19 City of Miles City	94.44			1000 3 410500	220	101000
2	270701	02/15/19	94.43			5210 25 430510	220	101000
3	270794	02/20/19	94.43			5310 29 430610	220	101000
4	270290	01/28/19 Court	53.00*		25519	1000 6 410300	210	101000
5	270488	02/06/19	73.39*		25519	1000 6 410300	210	101000
6	270883	02/25/19	114.99*		25519	1000 6 410300	210	101000
7	270798	02/20/19 MC Fire/Ambulance	39.74		25685	1000 7 420460	220	101000
8	270624	02/13/19	25.90		25685	5510 10 420730	210	101000
9	270798	02/20/19	19.58		25685	5510 10 420730	220	101000
10	270954	02/25/19 Library	30.05		25819	2220 16 460100	320	101000

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131172	81354S	4062 SCL HEALTH ~ Supplies	229.16					
1	IN 7467	02/28/19 Medical Supplies	229.16		25686	5510 10 420730	222	101000
131173	81384S	1859 MLEA	358.00					
1	320	03/12/19 Legal Equivalency Course 2/25	358.00		25787	1000 5 420140	380	101000
131174	81385S	2856 DXP ENTERPRISES INC.	222.35					
1	50372586	03/05/19 Cal Gas	222.35		25687	1000 7 420460	241	101000
131175	81386S	999999 CITY SERVICE VALCON	630.00					
1	40761	03/07/19 Propane (WWTP)	630.00		26002	5310 33 430640	231	101000
131177	81387S	1120 GLADER ELECTRIC CO	3,282.02					
1	87078	02/06/19 Electrical & Heat	575.28		25690	1000 7 420460	940	101001
2	87202	02/11/19 Taping for Cabins	600.00		25690	1000 7 420460	940	101001
3	87206	03/12/19 Main St & Milestown	1,080.00*		26067	2440 50 430263	230	101000
4	87206	03/12/19	720.00		26067	2480 47 430263	230	101000
5	87248	03/13/19 Main Street	69.24*		26067	2440 50 430263	230	101000
6	87566	03/13/19 Milestown	150.00*		26067	2480 47 430263	360	101000
7	85767	03/27/19 C Club Esst	87.50		26067	2510 107 430235	350	101000
131178	81388S	4101 LOSINSKI PLUMBING	140.80					
1	392420	02/20/19 Cabin Plumbing	140.80		25689	1000 7 420460	940	101001
131179	81344S	999999 DAN BAKER	104.00					
1	03152019	03/15/19 Interrogation Training- Meal	104.00*		25788	1000 5 420140	370	101000
131180	81333S	999999 SAMANTHA MALENOVSKY	233.67					
1	03152019	03/15/19 Flood GIS Training reimburse	233.67*		25316	1000 201 431200	231	101000
131181	-99887E	1970 MONTANA DAKOTA UTILITIES	16,600.14					
1	03/14/19	ELECTRIC ~ SEWER PLANT	10,055.07			5310 33 430640	341	101000
2	03/14/19	ELECTRIC ~ WATER PLANT	4,177.56			5210 22 430530	341	101000
3	03/14/19	GAS ~ WATER PLANT	2,367.51			5210 22 430530	344	101000
131182	81389S	999999 NATIONAL PEN CO LLC	247.40					
1	110663762	03/07/19 Pens- volunteer appreciatio	247.40		25264	2985 15 450330	220	101004

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131183	81345S	572 VERIZON WIRELESS	240.08					
1	9825638895	03/07/19 MDT Fees	240.08*		25791	1000 5 420140	220	101000
131184	81334S	660 CUSTER COUNTY CLERK & RECORDER	10.00					
1	03202019	03/20/19 Print Map	10.00*		24728	1000 36 411020	327	101000
131185	81335S	660 CUSTER COUNTY CLERK & RECORDER	20.00					
1	03202019	03/20/19 Print Two Maps	20.00*		24729	1000 36 411020	327	101000
131186	81355S	4013 SOLESTONE REIMB SERVICES	745.68					
1	10360	03/12/19 Ambulance Billing	745.68		25696	5510 10 420730	350	101000
131187	81356S	999999 BUILDERS FIRST SOURCE	454.72					
1	597642	02/28/19 Training Center	454.72		25694	1000 7 420460	380	101000
131188	81390S	999999 CONWAY SHIELD	155.47					
1	0436689-IN	03/08/19 Berry & DeMoney Shield	155.47		25691	1000 7 420460	226	101000
131189	81391S	1407 KADRMAS LEE & JACKSON INC	24,339.71					
1	10114247	03/12/19 Stromwater-Slough Grant	9,254.63		25317	1000 201 431200	350	101000
2	10114248	03/12/19 Program Management/Outreach	275.57		25317	1000 201 431200	350	101000
3	10114291	03/12/19 Darling Addtn Rehab Project	7,404.76		26058	2510 107 430220	350	101000
4	10114291	03/12/19	7,404.75		26058	5210 23 430550	940	101000
131190	81392S	999999 RICK HUBER	92.80					
1	03202019	03/20/19 SEMDC Mileage Reimbursement	92.80*			1000 2 410100	370	101000
131191	81346S	4135 Donnelly Overhead Doors &	3,500.00					
1	1578	10/04/17 Purchase and Install 3 Garage	3,500.00*		953	5610 87 430300	230	101000
131192	81393S	1571 MACS FRONTIERLAND	1,459.42					
1	173505	03/14/19 Amb 28 Door Trim	62.02		25695	5510 10 420730	364	101000
2	173342	03/26/19 Ambulance Repair	1,397.40		26201	5510 10 420730	364	101000
131193	81336S	395 VA MONTANA HEALTHCARE SYSTEM	3,115.83					
1	436-K908JV	03/01/19 VA Rent for Police Dept	3,115.83		25775	1000 5 420140	530	101000
131194	-99885E	1970 MONTANA DAKOTA UTILITIES	0.17					
1	03/22/19	Corrected electric bill	0.04*			5210 23 430550	341	101000
2	03/22/19		0.04			5310 31 430630	341	101000
3	03/22/19		0.07*			2510 107 430220	341	101000
4	03/22/19		0.02			2520 108 430220	341	101000

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131195	81394S	288 MILES CITY AREA CHAMBER OF	60.40					
1	7123471	03/18/19 P/C Invite Vol Appr Brunch	60.40		25265	2985 15 450330	311	101004
131196	81347S	2120 MMCT & FOA	50.00					
1	03/26/19	Membership Dues	50.00*		25921	1000 3 410500	334	101000
131197	81348S	671 CUSTER COUNTY TREASURER	42.75					
1	03/26/19	License 2019 Dodge Ram- WTP/WW	21.37		25594	5210 22 430530	220	101000
2	03/26/19		21.38		25594	5310 33 430640	220	101000
131198	81357S	999999 DETROIT INDUSTRIAL TOOL	163.91					
1	568577	02/28/19 Nitrile Coated Gloves	54.63		25596	5210 23 430550	226	101000
2			54.64			5310 33 430640	226	101000
3			54.64			5210 22 430530	226	101000
131199	81395S	999999 BUCKY JOHNSON	41.03					
1	915331758	03/04/19 Cell Phone Reimbursement	20.51		25597	5210 23 430550	345	101000
2	915331758	03/04/19	20.52		25597	5310 31 430630	345	101000
131200	81358S	999999 DANA PETTIT	209.14					
The duplex water was shut off for non-payment by the neighbor, theirs was inadvertently shut off too. They stayed in a hotel.								
1	66378	03/24/19 reimburse for hotel for water	209.14		25595	5210 23 430550	220	101000
131201	81396S	4171 FERGUSON WATERWORKS #1701	2,392.05					
1	0707180	03/07/19 Water Meter Radio Read Units	2,392.05		25598	5210 23 430550	214	101000
131202	81446S	313 FASTENAL	1,406.87					
1	71734	03/07/19 5/8 All thread rod fro PUD's	9.09		25600	5210 23 430550	230	101000
2	MTMIE71914	03/18/19 First Aid Cabinets	838.66*		25425	2510 107 430220	222	101000
3	MTMIE71914	03/18/19	209.67		25425	2520 108 430220	222	101000
4	MTMIE71914	03/18/19	349.45		25425	1000 13 460433	222	101000
131203	81398S	800 DOEDEN CONSTRUCTION	607.57					
1	55703	03/14/19 Concrete-City Hall basement	260.94		25599	1000 8 411230	360	101000
2	55700	03/12/19 Bender Park Floor	346.63		26059	4000 501 410100	940	101000
131204	81399S	499 CHECKERS INC	45.00					
1	92753	03/07/19 Random Testing	22.50		26100	5210 23 430550	350	101000
2	92753	03/07/19	22.50		26100	5310 31 430630	350	101000

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131205	81400S	4022	MARILYNN FORMAN	350.00					
1	March 2019	03/01/19	PD Cleaning- March	350.00		25792	1000 5 420140	350	101000
131206	81359S	999999	DIGITAL LOGGERS INC	2,532.00					
1	167438A	03/05/19	ANNUAL MAINT FOR DLI 24 CHAN	2,532.00		25246	2850 105 420140	350	101000
131207	81401S	999999	MONTANA DEPT OF JUSTICE	326.00					
1	300	03/07/19	COMMUNICATION BASIC PSC#80	250.00		25248	1000 5 420140	380	101000
2	307	03/12/19	EMD - PSC #80	76.00		25248	1000 5 420140	380	101000
131208	81402S	999999	JORDAN TRIBUNE	45.00					
1	03312019	03/31/19	LIBRARY NEWSPAPER 1 YEAR	45.00		25822	2220 16 460100	382	101000
131209	81403S	999999	BRUCO INC	74.38					
1	379224	03/20/19	LIBRARY - CRATE LINER BAGS	74.38		25823	2220 16 460100	210	101000
131210	81404S	4045	LAND SOLUTIONS, INC.	869.50					
1	LS03252019	03/25/19	ANNEXATION, PLANNING REVIE	869.50*		24730	1000 36 411020	350	101000
131211	81405S	2903	TIRE-RAMA	1,746.32					
1	1060211464	03/01/19	Unit 29 - PUD	873.16		25428	5210 23 430550	363	101000
2	1060211464	03/01/19		873.16*		25428	5310 31 430630	363	101000
131212	81406S	4130	IBS, Inc.	670.34					
1	696329-1	03/08/19	supplies- all depts	268.17		25434	2510 107 430220	363	101000
2	696329-1	03/08/19		67.01		25434	2520 108 430220	363	101000
3	696329-1	03/08/19		167.58		25434	5210 23 430550	363	101000
4	696329-1	03/08/19		167.58*		25434	5310 31 430630	363	101000
131213	81407S	999999	INTERNATIONAL CODE COUNCIL	553.28					
1	1001023285	03/20/19	books	553.28		26054	2394 18 420531	382	101000
131214	81349S	429	BNSF RAILWAY COMPANY	367.14					
1	19031215	03/14/19	Lease/ Canal Ditch #42196951	367.14		26053	2510 107 430220	532	101000
131215	81360S	979	FIREMANS COMPANY	1,524.50					
1	9338	02/27/19	Annual Service- PWRKS	495.40		26063	2510 107 430220	350	101000
2	9338	02/27/19		123.86		26063	2520 108 430220	350	101000
3	9338	02/27/19	Annual Service- Parks	193.50		26063	1000 13 460433	350	101000
4	9338	02/27/19	Annual Service- C Hall	92.50		26063	1000 8 411230	360	101000
5	9338	02/27/19	Annual Service- PUD	309.62		26063	5210 23 430550	350	101000
6	9338	02/27/19		309.62		26063	5310 31 430630	350	101000

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131216	81408S	4161 DESERT MOUNTAIN COPORATION	4,621.03					
1	18-65932	03/22/19 Ice Slicer	3,696.82		26062	2510 107 430220	220	101000
2	18-65932	03/22/19	924.21		26062	2520 108 430220	220	101000
131217	81409S	286 STANLEY CHIROPRACTIC OFFICE	85.00					
1	99214	02/28/19 CDL Physical	85.00		26057	1000 13 460433	350	101000
131218	81361S	999999 JUSTIN ANDREWS	546.00					
1	03272019	03/27/19 MLEA #168 Travel Advance	546.00*		25796	1000 5 420140	370	101000
131219	81410S	4112 FARMERS BROTHERS COFFEE	77.58					
1	1551731	SU 03/18/19 1 case of coffee	77.58		954	5610 87 430300	220	101000
131220	81411S	999999 ANDREW MERICAL	189.60					
1	03262019	03/26/19 Meals & Mileage EMD in Forsy	189.60		25249	1000 5 420160	370	101000
131221	81412S	1825 MILES COMMUNITY COLLEGE	100.00					
1	03252019	03/25/19 Fitness Mmbrshp - Eric Slots	100.00		25797	1000 5 420140	334	101000
131222	81413S	2579 ROBERT PECCIA & ASSO	6,841.08					
		WWTP Phase II - Project #14804.00 & #14804.000						
1	25 03/20/19	Bidding & Const #14804.003	5,886.21		26101	5310 33 430640	940	101000
2	21 03/20/19	Funding & AOC #14804.000	954.87		26101	5310 33 430640	940	101000
131223	81362S	999999 ALLY CAPPS	68.00					
1	ATR32819	03/28/19 Meals- Conference	68.00		24731	1000 36 411020	380	101000
131224	81414S	999999 KEN STEIN	481.04					
1	03282019	03/26/19 Butte Conference- Travel Adv	481.04		25521	1000 6 410300	370	101000
131225	81415S	2865 DEPT OF ENVIRONMENTAL QUALITY	562.50					
1	5L1900298	03/19/19 Pool Outfall Charge	562.50		26064	1000 14 460445	540	101000
131226	81416S	3229 ROLLING RUBBER / POINT S	30.00					
1	1035280	03/27/19 Alignment Inspection	30.00		25699	5510 10 420730	364	101000
131227	81417S	999999 KARI DYBA	150.00					
1	03/04/19	Refund Deposit	150.00			5210 214010		101000

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131228	81418S 999999	JESSICA HOPP	63.28					
1	03/28/19	refund deposit	63.28			5210 214010		101000
131229	81419S 999999	WALTER ZIEBARTH C/O DIANNE SMITH	49.82					
1	03/28/19	refund deposit	49.82			5210 214010		101000
131230	81420S 999999	CODY LEONHARDT	41.77					
1	03/28/19	refund deposit	41.77			5210 214010		101000
131231	81421S 999999	JACOB FLOYD	99.05					
1	03/28/19	refund deposit	99.05			5210 214010		101000
131232	81422S 999999	ELIZABETH EBY	39.57					
1	03/28/19	refund deposit	39.57			5210 214010		101000
131233	81423S 3292	MONTANA AIR CARTAGE	231.00					
1	YNZ22819	03/01/19 Partners Program crate deliv	231.00		25826	2880 39 460100	311	101000
131234	81424S 700	CUSTER COUNTY WATER & SEWER	13,872.22					
1	03292019	03/29/19 Water & Sewer Collections	13,872.22			7980 211020		101000
131235	81365S 999999	CHRIS FETTY	92.00					
1	04012019	04/01/19 meals for MNOA in Bozeman	92.00*		25798	1000 5 420140	370	101000
131236	81425S 4008	PITNEY BOWES	274.17					
1	March 2019	03/31/19 Monthly Payment	91.39		17155	1000 3 410500	220	101000
2	03/31/19		91.39			5210 25 430510	220	101000
3	03/31/19		91.39			5310 29 430610	220	101000
131237	81426S 999999	SCOTT DENSON	40.35					
1	04012019	04/01/19 DAV Driver- Meals- Jan-March	40.35		25270	2985 15 450330	379	101000
131238	81427S 502	CIMA	1,093.97					
1	7/19-7/20	03/29/19 Volunteer Accident Ins	250.80		25271	2985 15 450330	512	101004
2	MTMILE	03/29/19 Volunteer Liability Ins	176.32*		25271	2985 15 450330	513	101004
3	03/29/19	Excess Auto/Vol Liability	666.85*		25271	2985 15 450330	513	101004
131239	81366S 999999	STATE OF MONTANA	10.30					
1	04012019	04/01/19 1975 IHC Truck - replace tit	10.30		26104	5210 23 430550	220	101000

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131240	81428S 999999	CENTURY LINK	1,941.84					
1	03212019	03/21/19 911 Phone System	1,941.84		25250	2850 105 420140	345	101000
131241	81429S 999999	PCS MOBILE	5,579.10					
1	40987-A	03/05/19 3 yr maint SWIFT remote conne	5,579.10		26151	2850 105 420140	350	101000
131242	81430S	872 EASTERN MONTANA IND	340.00					
1	470696	03/31/19 Library- Cleaning contract Mar	325.00		25827	2220 16 460100	360	101000
2	263333	03/22/19 Waterplant- Rags	15.00		26006	5210 22 430530	220	101000
131243	81431S	1896 HAWKINS, INC	449.40					
1	4465696	03/22/19 Flouride	449.40		26005	5210 80 430540	222	101000
131244	81432S	790 DPC INDUSTRIES	1,679.00					
1	DE72000041	02/28/19 Demurrage	1,649.00		26004	5210 80 430540	222	101000
2	727000030-	03/07/19 Chlorine	30.00		26004	5310 33 430640	222	101000
131245	81433S	1286 DENNIS HIRSCH	5,573.65					
1	03312019	03/31/19 March B Permits	5,053.65		26066	2394 18 420531	350	101000
2	03/31/19	Board Training	520.00		26066	2394 18 420531	380	101000
131246	81434S	2560 REGAN PLUMBING & HEATING	625.22					
1	219-56867	03/04/19 City Hall	429.47		26060	1000 8 411230	230	101000
2	219-56732	02/14/19 City Hall	110.75		26060	1000 8 411230	230	101000
3	219-56988	03/21/19 Bender Park	85.00		26060	1000 13 460433	230	101000
131247	81435S	2270 NORTHWEST PIPE INC	928.39					
1	1119735	04/01/19 Curb Stops & Compress Fitting	267.91		26102	5210 23 430550	235	101000
2	1119735	04/01/19 Sewer Pipe	92.68		26102	5310 31 430630	230	101000
3	1119735	04/01/19 Water Pipe	567.80		26102	5210 23 430550	230	101000
131248	81436S	4142 CORE & MAIN	381.68					
1	K320265	03/29/19 4" Pipe Connector	381.68		26105	5210 23 430550	230	101000
131249	81437S	673 CUSTER NETWORK AGAINST DOMESTIC	2,338.24					
1	03312019	03/31/19 Civil Legal Assist/ Victim D	2,338.24			7471 212500		101000
131250	81438S	1780 MILES CITY MOTOR SUPPLY	105.76					
1	7375853	03/28/19 Batt and Antifreeze	105.76*		959	5610 87 430300	363	101000

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131251	81439S	2847	STEADMANS ACE HARDWARE	150.14					
1	359856	03/12/19	Lock	55.17*		962	5610 87 430300	230	101000
2	361275	03/23/19	Fuse	29.98*		962	5610 87 430300	230	101000
3	362190	03/29/19	Wire	64.99*		962	5610 87 430300	230	101000
131252	81440S	371	GENERAL DISTRIBUTING CO.	163.20					
1	734429	03/08/19	O2	47.87		25684	5510 10 420730	222	101000
2	736192	03/18/19	O2	47.87		25697	5510 10 420730	222	101000
3	741151	03/31/19	O2	97.65		25700	5510 10 420730	222	101000
4	733196	03/01/19	O2 Credit	-32.87			5510 10 420730	222	101000
5	742651	03/31/19	Unknown Charge	2.68			5510 10 420730	222	101000
131253	81441S	2170	NALCO CHEMICAL CO	155.25					
1	67830370	03/27/19	Total Hardn & Special Indica	155.25		26008	5210 80 430540	222	101000
131254	81442S	2172	MURDOCH'S RANCH & HOME	85.70					
1	242233	03/10/19	K-9 Food & Mint Biscuits	85.70*		25800	1000 5 420140	790	101080
131255	81443S	1941	LOCAL GOVERNMENT CENTER	690.00					
1	M180	04/03/19	Municipal Clerk Training Mary	415.00		25922	1000 3 410500	380	101000
2	M181	04/03/19	Municipal Clerk Training Lorri	275.00		25922	1000 3 410500	380	101000
131256	81444S	1810	MILES CITY VET SERVICE	56.00					
1	215175	03/08/19	K-9 Baording (Max)	56.00*		25799	1000 5 420140	790	101000
131257	81445S	999999	ELI ALSPAW	546.00					
1	04032019	04/03/19	MLEA Basic Academy #168	546.00*		26350	1000 5 420140	370	101000
# of Claims				124	Total:	246,038.72			
Total Electronic Claims				72,151.85	Total Non-Electronic Claims	173886.87			