



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*March 10, 2020
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

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

- | | |
|-------------------------------------|------------|
| A. Regular City Council Meeting | 02/25/2020 |
| B. Finance Committee Meeting | 02/27/2020 |
| C. Human Resource Meeting | 02/20/2020 |
| D. Public Service Committee Meeting | 03/03/2020 |

2. **SCHEDULE MEETINGS**

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

Discussion and approval on letter of support for Holy Rosary Healthcare Clinic

4. **APPOINTMENTS**

5. **PROCLAMATIONS**

6. **STAFF REPORTS**

Ally Capps- Discussion and approval on letters of support for Homeland Security grant

7. **CITY COUNCIL COMMENTS**

8. **MAYOR COMMENTS**

9. **COMMITTEE RECOMMENDATIONS**

Approval on ambulance write off amount and adjusted amount sent to collections

10. **BID OPENINGS**

11. **BID AWARDS**

12. **PUBLIC HEARINGS**

13. **UNFINISHED BUSINESS**

- A. **Approval on proceeding with the \$750,000 EDA grant for the flood project. City to provide 20 percent match (\$150,000) in Fiscal Year 2021**

14. **NEW BUSINESS**

- A. **RESOLUTION NO. 4311- A Resolution Authorizing the City of Miles City to Enter Into an Agreement entitled "Interlocal Agreement for Montana Firefighters Testing Consortium" With Certain Cities and Fire Districts in the State of Montana**

- B. **RESOLUTION NO. 4312- A Resolution of Intent to Extend the Duration of Tourism Business Improvement District No. 101 for an Additional 10 Year Term, Pursuant to Title 7, Chapter 12, Part 11, Montana Code Annotated**
- C. **RESOLUTION NO. 4313- A Resolution Authorizing the City of Miles City to Enter Into An Agreement Entitled “State of Montana Agreement” With the State of Montana Historic Preservation Office for Partial Funding of the Historic Preservation Officer Position**
- D. **RESOLUTION NO. 4314- A Resolution Revising City of Miles City Personnel Policies Regarding Recruitment and Selection**
- E. **RESOLUTION NO. 4315- A Resolution Establishing City of Miles City Personnel Policies Regarding Employee Identification Cards**
- F. **RESOLUTION NO. 4316- A Resolution Authorizing the City of Miles City to Execute a Letter of Intent to Purchase “Square-9” Software From DIS Technologies**
- G. **Approve letter asking for financial help to send Deputy Clerk to the Montana Institute of Municipal Clerks Training**
- H. **Approval on Records Destruction Document**
- I. **Approval of February claims**

15. ADJOURNMENT

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

Minutes

**REGULAR COUNCIL MEETING February 25, 2020
6:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, February 25, 2020, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Austin Lott, Kathy Wilcox and Curtis Reese.

Also present were City Attorney Dan Rice, Public Utilities Director Tom Speelmon, Police Chief Doug Colombik, Planner in Training Ally Capps, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 2/11/2020

- ** *Councilperson Uden moved to approve the minutes of the Regular Council Meeting of February 11, 2020, subject to any corrections or changes, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 8-0.*

Finance Committee Minutes: 2/13/2020

- ** *Councilperson Lott moved to approve the minutes of the Finance Committee Meeting of February 13, 2020, subject to any corrections, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 8-0.*

Public Safety Minutes: 2/18/2020

- ** *Councilperson Gardner moved to approve the minutes of the Public Safety Committee Meeting of February 18, 2020, and seconded by Councilperson Lott. The motion **passed** by unanimous consent, 8-0.*

SCHEDULE MEETINGS

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

Human Resource	March 19@ 5:30pm
Finance	February 27 th @ 6:00pm
Public Service	March 3 rd @ 5:30pm

REQUEST OF CITIZENS & PUBLIC COMMENT

Casey Reeves- Wild Horses Building Champions, Inc

Casey Reeves, Popular Montana, introduced herself and husband Tom. They explain to Council that they were trying to form a community partnership with the City of Miles City and hoped that the City could contribute money to the event. The following is what they discussed:

- 150 kids are signed up for the rodeo school that is scheduled for March 20th through March 22nd. The event is free to everyone
- Many children will be traveling from six states and two providences
- With families traveling to Miles City, it will leave an economic impact with the community
- Is a 501(c) organization
- Other events scheduled are: Historic Preservation, Human Trafficking, Anti bullying and suicide youth prevention
- Asking for \$23,000

*** After a long discussion, Councilperson Wilcox moved to refer the matter to the Finance Committee for recommendation, seconded by Councilperson Reese. The motion passed unanimously, 8-0*

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Tom Speelmon- Announced that the water and sewer department was awarded a \$750,000 grant from Delivering Local Assistance. The money will go to the Darling project and there is no match.

Doug Colombik- Reviewed the 2020 Crime Statistics for the first two months of 2020. He said that the felony cases went down from last year, but the crimes are more serious. He had to move an officer off the street to keep up. With this decision,

it allows the extra officer to do follow up, evidence management and will be called out on violent cases. He plans on hiring one more officer in fiscal year 2021. The canine hit on two stops, where one vehicle was seized.

Ally Capps- Reported that Historic Preservation has received a \$5,500 grant from the State Historic Preservation Office.

CITY COUNCIL COMMENTS

Dwayne Andrews- Asked how the grants are coming along for the Public Safety Building. Planner Capps explained that most grants have a time frame or a match is needed, so until a decision is made it is not feasible to apply for any grants right now.

Austin Lott- Reported from the Solid Waste Board meeting that the existing pit at the landfill still has 5-6 years before a new one is needed, and the manager found a new contractor which is saving money. Just wanted to stop the rumors.

Ken Gardner- Asked if the 1316 was sent to FEMA. Administer Malenovsky said it was.

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

- A. ORDINANCE NO. 1337- An Ordinance Adopting Revised Building Codes in Accordance With State of Montana Building Codes Program Requirements, and General Revisions to Chapter Including Penalty Section, and Removal of Antiquated Codes**

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

- B. ORDINANCE NO. 1338- An Ordinance Removing Reference to 2006 International Fire Code in the Penalty Section of the City Fire Prevention Code**

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. 1337- (Second Reading) An Ordinance Adopting Revised Building Codes in Accordance With State of Montana Building Codes Program Requirements, and General Revisions to Chapter Including Penalty Section, and Removal of Antiquated Codes

****** *Councilperson Uden moved to approve the Ordinance, read by title only and seconded by Councilperson Lott. On roll call vote, the motion passed by unanimous consent, 8-0* **Ordinance No.1337 passed.**

B. ORDINANCE NO. 1338- (Second Reading) An Ordinance Removing Reference to 2006 International Fire Code in the Penalty Section of the City Fire Prevention Code

****** *Councilperson Gardner moved to approve the Ordinance, read by title only and seconded by Councilperson Kassner. On roll call vote, the motion passed by unanimous consent, 8-0* **Ordinance No.1338 passed.**

NEW BUSINESS

A. Approval on proceeding with the \$750,000 EDA grant for the flood project. City to provide 20 percent match (\$150,000) in Fiscal Year 2021

****** *Councilperson Reese moved to approve proceeding with the \$750,000 grant, and seconded by Councilperson Wilcox.*

Administrator Malenovsky explained that the flood steering committee thought the funds could be used on the Yellowstone River side where it meets with the Tongue River.

Mayor Hollowell said that he is very certain that the County will not pay the thirty percent for the grant expenses, so the cost would be solely the City's burden. The City and County is competing for this grant, and the steering committee is not supporting the City on submitting the grant.

The consensus of the Council was that General Fund could not afford the \$150,000 match and asked if the grant could be submitted with a request of a "no match". Planner Capps said the grant starts with \$1,700,000, and the money goes fast. She and Administer Malenovsky will look into what kind of information is needed to submit the grant with a no match stipulation and report the findings at the next meeting.

*** Councilperson Uden moved to postpone the decision until March 10, 2020, seconded by Councilperson Wilcox. On roll call vote, the amended motion passed by unanimous consent, 8-0.*

B. RESOLUTION NO. 4309- A Resolution Approving a Leasehold Assignment of a One-Half Interest in a Portion of Tract S of the Industrial Site, and Amended Lease Agreement, With Cowtown AG Supply, LLC, for Lease of Real Property Owned by the City of Miles City

*** Councilperson Lott moved to approve the Resolution, read by title only and seconded by Councilperson Huber. On roll call vote, the motion passed by unanimous consent, 8-0 Resolution No.4309 passed.*

C. RESOLUTION NO. 4310- A Resolution Authorizing the City of Miles City to Enter Into a Construction Maintenance Agreement With the Montana Department of Transportation

*** Councilperson Andrews moved to approve the Resolution, read by title only and seconded by Councilperson Kassner. On roll call vote, the motion passed by unanimous consent, 8-0 Resolution No.4310 passed.*

ADJOURNMENT

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

The meeting was adjourned at 7:15p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

Finance Committee Meeting

February 27, 2020

The Finance Committee met Thursday, February 27, 2020 at 6:00 p.m. in the City Hall Conference room. Present were Committee Members Austin Lott, Brant Kassner and Curtis Reese. Committee member John Uden was excused

Also present were: Planner in Training Ally Capps and City Clerk/Recorder Lorrie Pearce.

Chairperson Lott called the meeting to order.

1. Request of Citizens and Public Comment:

2. Discuss and Recommendation on Torez Motocross Club Proposal:

*** Committee Member Kassner moved to open the floor for discussion and recommendation, seconded by Committee Member Reese.*

Planner Capps discussed provisions in Resolution 3930, which sets the terms of the City's lease property procedures:

- Terms are between 1-5 years
- Renewal is optional
- There is a 10% annual increase per 5-year lease
- Rates above these minimal base rates may be charged based on the cost of city services or city owned improvements provided as part of the lease
- Rates for leases of City owned property outside of the Industrial Site will be evaluated on a case by case basis
- Leases may provide special considerations for lessee investment in tract cleanup, land surface improvements, or improvements to city service systems
- If the project is favorable, then the City can decide the price
- Governmental entities, or nonprofit corporations that are determined to be of special benefit to the greater Miles City community, may receive more favorable lease terms or lease rental rates. Any nonprofit entity seeking such benefits shall file with the Lease Administrator a copy of its IRS tax exempt determination and any determination by the IRS that such entity qualifies as a charity.

Representative Clint Backlund explained that the club is in the process of becoming a non-profit organization and will run the club like a business. The club is capable of obtaining the insurance that is demanded by the City, but will first need a draft of the lease agreement. The club membership is \$150 annually. The goal of the club is to build a safe track for the community and will be completed in phases. No one will be able to ride the track until it is ready and a waiver form signed. He felt a 5-year term would work for the club.

*** Committee Member Kassner moved to postpone until the next finance meeting, seconded by Committee Member Reese. The motion **passed** unanimously, 3-0*

3. Discuss and recommendation on approving adjusted ambulance amount on write offs and sent to collection

*** Committee Member Kassner moved to recommend to Council approval of the adjustments, seconded by Committee Member Reese. The motion **passed** unanimously, 3-0*

4. Discuss and recommendation on grants for MCFR

The Committee discussed the grant requests and felt that more information is needed, and felt it was hard to approve the grants when the City does not know what fiscal year 2020-2021 will bring.

*** Committee Member Kassner moved to postpone until the next finance meeting, seconded by Committee Member Reese. The motion **passed** unanimously, 3-0*

5. Review and Discussion on current budget FY20

Clerk Pearce went over the Revenue and Expenses, explaining them line by line.

6. Adjournment

*** Committee Member Lott moved to adjourn the meeting, seconded by Committee Member Reese and **passed** unanimously*

The meeting was adjourned at 8:05 p.m.

Austin Lott, Committee Chairperson

Lorrie Pearce, Recorder

Human Resources Committee
February 20, 2020

The **Human Resources Committee** met Thursday, February 20, 2020, at 5:30 p.m. in the Conference Room at City Hall. Present were Committee Members Kathy Wilcox, Dwayne Andrews, R. Curtis Reese and Rick Huber. Also present was Human Resources Officer/Recorder Linda Wilkins.

Committee Member Kathy Wilcox called the meeting to order.

1. Requests of Citizens

None

2. Review, Revise, Recommend Revisions:

A. Personnel Policy – Recruitment and Selection

Officer Wilkins reviewed changes to the Recruitment and Selection Personnel Policy, revisions included minor changes for typing errors and changing the Background Check section for firefighters hired by the City to comply with State Fire Marshal fingerprinting requirements.

***Committee Member Andrews moved to approve and recommend to Council the changes as suggested, seconded by Committee Member Reese. On roll call vote, the motion passed unanimously 4-0.*

B. Personnel Policy – Photo ID requirements

Officer Wilkins explained to the committee why this policy was developed; the Department of Justice audited the Dispatch Center and one of the audit findings was the lack of proper photo identification. There have been requests by the fire and police departments for updated photo identifications. When the subject was discussed with Directors Gray and Speelmon they also saw a need for their departments to have proper photo identification. Photo identification equipment has been purchased, and a policy for the City was developed for the handling of photo identification. Photo identification would provide for the safety of the public in knowing who they are dealing with is in fact is a City employee. The committee discussed who should wear a photo identification and it was decided that all employees should wear the identification. The committee discussed the policy as presented, the following changes were made: Page 1, paragraph 5 ...middle initial and last name initial; Page 2, paragraph 4 add after ...POLICY: If City employee will be in direct contact in a non-emergency situation ID will be visually displayed. Page paragraph 5 deleted.

***Committee Member Andrews moved to approve and recommend to Council the changes as suggested, seconded by Committee Member Huber. On roll call vote, the motion passed unanimously 4-0.*

3. Discuss: Dept Heads' request for an additional personal day as PTO

The committee discussed the cost of an additional day off for administrative staff. They decided to gather financial information and address in a month.

***Committee Member Andrews moved to postpone, seconded by Committee Member Reese. The motion passed unanimously 4-0.*

4. Other

Committee Member Andrews asked what happened to the Engineer Position Description draft. The committee decided to put the position description on a future agenda for discussion.

5. Adjournment

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

The meeting was adjourned at 6:15 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

PUBLIC SERVICE COMMITTEE MEETING
March 03, 2020

The Public Service Committee met Tuesday, March 03, 2020 at 5:30pm in the City Hall Conference Room. 17 S. 8th Street, Miles City, Montana. Present were Committee Members Kathy Wilcox, Dwayne Andrews and Rick Huber. Committee Member Ken Gardner was excused.

Also present: Deputy City Clerk/Recorder Mary Rowe.

Committee Member Andrews opened the meeting

1. Elect New Chairperson:

Committee Member Andrews nominated himself as 2020 Committee Chairperson.

****** *Committee Member Andrews moved to elect himself as 2020 Committee Chair and seconded by Committee Member Huber. On a roll-call vote, the motion **passed, 3-0.***

2. Request of Citizens/Public Comment:

-None-

3. Committee Member Comments:

-None-

4. Adjournment:

****** *Committee Member Wilcox moved to adjourn, seconded by Committee Member Huber, the motion **passed unanimously 3-0.***

Dwayne Andrews, Chairperson

Mary Rowe, Deputy City Clerk



CITY OF MILES CITY

17 S. 8th, P.O. Box 910
Miles City, MT 59301-0910

Telephone: 406-234-3462
Fax: 406-234-2903

March 10, 2020

To Whom It May Concern:

A Sound Physician will be working as a Hospitalist at Holy Rosary Healthcare, Miles City, Montana in Custard County and the surrounding communities. In this capacity will be providing crucial medical services to our underserved medical community. This area is a Health Professional Shortage Area (HPSA). The HPSA designations are an important federal government program aimed at averting a national health crisis.

If we are to maintain the high level of medical care to which my constituents have become accustomed, and with the difficulty of recruiting doctors in rural areas, it is extremely important to recruit a physician to join the staff of Holy Rosary Healthcare.

We support the petition to waive the two –year foreign residency requirement, which will allow him to practice in this community as a physician. Miles City has a critical need for Hospitalist physician and an approval of waiver will allow the county to meet this need.

Thank you for your attention to this matter.

Sincerely,

Council Members

Curtis Reese

Ken Gardner

Rick Huber

John Uden

Brant Kassner

Kathryn Wilcox

Austin Lott

Dwayne Andrews

John Hollowell, Mayor/City of Miles City

2/20/20

Finance Committee/City Council,

Upon entering in the details of the ambulance calls that were approved to be sent to collections, I noticed some possible errors. I asked Chief Stevens about 10 calls that were in question. He reviewed the calls and concluded that seven of the calls should not have been billed to begin with. He advised that these seven calls should be written-off.

We are asking for approval to write-off the seven calls and adjust down the amount being sent to collections.

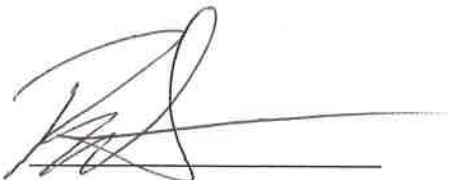
The total amount to be written-off \$728.28

Total adjusted amount being sent to collections \$68,690.30

Thank you,



Mary Rowe



Branden Stevens

UNFINISHED BUSINESS

Approval on proceeding with the \$750,000 EDA grant for the flood project. City to provide 20 percent match (\$150,000) in Fiscal Year 2021

New Business

RESOLUTION NO. 4311

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT ENTITLED "INTERLOCAL AGREEMENT FOR MONTANA FIREFIGHTERS TESTING CONSORTIUM" WITH CERTAIN CITIES AND FIRE DISTRICTS IN THE STATE OF MONTANA

WHEREAS, the City of Miles City desires to enter into an agreement with the Big Sky Fire Department, City of Billings, City of Bozeman, City-County of Butte-Silverbow, Central Valley Fire District, City of Great Falls, City of Havre, City of Helena, Lockwood Rural Fire District, City of Missoula, and Missoula Rural Fire District for the joint testing of potential employment candidates;

AND WHEREAS the provisions of Title 7, Chapter 11, Part 1, MCA, permit public agencies to contract with other public agencies for the provision of services;

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

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 10th DAY OF MARCH, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

**INTERLOCAL AGREEMENT
FOR CREATING
MONTANA FIREFIGHTERS TESTING CONSORTIUM
Amended and Restated**

This Amended and Restated Interlocal Agreement ("Agreement") is made in the state of Montana by public agencies organized and existing under the laws of the state of Montana and which are signatories to this Agreement ("Members").

RECITALS

WHEREAS, Article VII, Section 7 of the Montana Constitution provides that a local government unit may: (a) cooperate with the exercise of any function, power, or responsibility with, (b) share the services of any officer or facilities with, (c) transfer or delegate any function, power, responsibility, or duty of any officer to one or more other local government units, school districts, the state, or the United States.

WHEREAS, Montana's Interlocal Cooperation Act provides that its purpose is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population, and other factors influencing the needs and development of local communities (Montana Code Annotated § 7-11-102).

WHEREAS, a public agency is any political subdivision, including municipalities, counties, and fire districts (Montana Code Annotated §7-11-103).

WHEREAS, the Members each provide fire protection services and each is responsible for hiring qualified firefighters.

WHEREAS, each Member has its own recruiting and hiring processes, and would otherwise at various times have to conduct expensive and tie-consuming testing.

WHEREAS, the duties of firefighter for each Member, as determined by task analysis, are similar.

WHEREAS, the Members would all benefit in terms of efficiency and economy by consolidating their recruiting and testing efforts for firefighter candidates by establishing a pool of qualified firefighter candidates for consideration in hiring.

NOW THEREFORE, in consideration of the covenants and mutual benefits described herein, the Members agree as follows:

I. DEFINITIONS

- A. **Board of Directors (the Board)**: The whole created by all of the sets of two Member Representatives of each Member; see also Section III (B).
- B. **Candidate**: Any person who has timely paid the application fee and submitted a complete application to take the Test.
- C. **Consortium**: The Montana Firefighters Testing Consortium.

- D. **Test:** The combined physical and written test offered annually by the Consortium.
- E. **Member:** Any public agency, as defined by Montana Code Annotated §7-11-103, including a municipality, fire district, fire service area, local government, or other political subdivision which is both (1) a signatory of this Agreement, or any amended versions thereof, and (2) in compliance with the terms of this Agreement, or any amended versions thereof, and with the membership requirements set forth in the Consortium's bylaws or any subsequent amendments thereof.
- F. **Member Representative:** One of two individuals designated by a Member to represent the Member's interests at meetings of the Consortium.

II. DURATION

The duration of this Agreement shall be perpetual unless terminated by the Members in accord with Section VII (E) below.

III. CREATION OF THE AUTHORITY

- A. Pursuant to the Interlocal Cooperation Act, a public entity, separate and distinct from the parties hereto, is hereby created and shall henceforth be known as the *Montana Firefighters Testing Consortium* ("the Consortium").
- B. The Consortium shall be administered by a joint board of two representatives from each Member ("Member Representatives"). This joint board shall be called the Board of Directors ("the Board"), which shall be responsible for effectuating this Agreement.

IV. PURPOSE

The purpose of this Agreement is to set forth the general and statutorily required term of operation and financing the Consortium, which shall be responsible for the Members' undertaking of a joint testing program for the identification of qualified candidates for consideration in hiring for the position of entry-level firefighter.

V. GOALS

The goals of the Consortium are as follows:

- A. To develop, establish, and modify, as the Board deems necessary, operational policies, protocols, and procedures to achieve the purpose of this Agreement;
- B. To implement and coordinate the financial, operational, and procedural aspects of the Test application and testing processes, procedures, and protocols;
- C. To share in the costs of administering this Agreement and achieving its purpose;
- D. To provide for the consistency of administration of the application and testing processes; and
- E. To create a list of qualified candidates after each testing cycle from which each Member may select candidates to interview and possibly hire for the position of entry-level firefighter.

VI. FINANCING

- A. The Members shall be responsible to share equally in the costs related to this Agreement, including administering and coordinating the Test application and testing processes.
- B. The Board shall be responsible for establishing a budget each fiscal year, which shall run from July 1 through June 30 of the following year.
- C. Sources of funding may include the following:
 - 1. **Dues:** Each Member, as a condition of membership, must pay its initial membership dues and its annual dues.
 - a. The amount each new Member shall be required to pay as its initial membership dues, as well as the amount of the annual dues any Member shall be required to pay, shall be as set from time to time by a simple majority vote of the Board.
 - b. The Board may set reduced initial membership dues and reduced annual dues for Members whose financial circumstances, in the Board's sole discretion, warrant such a reduction.
 - 2. **Fees:** Additional funding of the Consortium is also derived from the Test application fees received from Candidates.
 - 3. The Consortium may also from time to time apply for and receive other sources of revenue, such as grant funds.

VII. TERMINATION

- A. A Member may withdraw from the Consortium and this Agreement by giving the Board 60 days' written notice of the intent to withdraw.
- B. Any Member whose withdrawal would otherwise become effective 30 days or less before the scheduled Test shall not be permitted to withdraw until after the Test is completed, including tear down, and shall be required to participate, assist, and staff the testing in the same manner and effect as if the Member had not submitted notice of the intent to withdraw.
- C. When a Member withdraws, this Agreement shall remain in full force and effect with regard to the remaining Members.
- D. So long as at least two Members remain parties to this Agreement, the Consortium shall continue to operate.
- E. This Agreement may be completely terminated at any time upon the vote of 100% of the Members' governing bodies.
- F. The Consortium shall continue to exist and operate after complete termination, however, for the purpose of retiring any debt, including paying any remaining bills for operational expenses, disposing of all claims, selling all real and personal property in accord with Section VIII (B) herein, and distributing all assets equally, including cash accounts, and performing all other functions necessary to conclude the affairs of the Consortium.
- G. Following complete termination of this Agreement, Members who were Members on the date the vote in favor of terminating the Agreement was made may be required to pay an assessment to the

Consortium, as determined by the Board, to enable final disposition of all remaining balances due for operational expenses and other minor costs of doing business.

VIII. PROPERTY

- A. The real or personal property owned by the Consortium shall be owned proportionally by the Members, regardless of when they become Members. A Member which withdraws from the Consortium foregoes all interest it has in the Consortium's real or personal property so long as the Consortium continues to operate.
- B. In the case of the complete termination of this Agreement in accord with Section VII (E), any real or personal property owned by the Consortium shall be sold at fair market value and the proceeds, if any remain after disposition of all remaining balances due for operational expenses and the other minor costs of doing business, shall be divided equally, distributed, and deposited to the general funds of each of the Members who were Members on the date of the vote in favor of terminating this Agreement was made.

IX. PARTIES TO THIS AGREEMENT

- A. Each Member, as a party to this Agreement, certifies that it intends to and does contract with, for the purposes and to the extent as herein provided, all other parties who are signatories of this Agreement, or may later become signatories of this Agreement.
- B. The addition of any new Member to this Agreement shall constitute an Amendment subject to the requirements of Section XIII.
- C. Each Member further certifies that a Member's voluntary termination of this Agreement as to its own participation as a Member, as well as a Member's involuntary removal as party to this Agreement for failure to meet the Member's Responsibilities, as set forth in Section XI herein, shall not affect this Agreement nor the remaining Members' intentions to work cooperatively to achieve the goals and objectives set forth herein.

X. CONSORTIUM RESPONSIBILITIES AND OBLIGATIONS

- A. The Board will hire an independent consultant to ensure compliance with all requirements of chosen physical abilities test.
- B. The Board will ensure that the written test selected for the Consortium test has been validated for the position of entry level firefighter.
- C. The Board shall purchase and maintain liability insurance with liability limits of \$1,500,000 per occurrence and \$3,000,000 aggregate per policy year. The insurance shall name each Member as an additional insured and shall cover the Board of Directors, Members and their employees, and volunteers. The Board Chairperson shall provide a copy of the current insurance policy to each Member at the beginning of each policy year.
- D. The Board shall adopt bylaws, which shall be consistent with this Agreement and the law, and shall set forth the operational and procedural policies, protocols, and guidelines necessary to implement the Agreement's terms and achieve the Consortium's purpose and goals, including the creation of an Executive Committee, which shall handle the day-to-day business of the Consortium and which

shall have powers as more particularly described in the bylaws. At a minimum, the bylaws shall provide as follows:

1. The Officers of the Consortium shall be a chairperson, a vice-chairperson, a secretary, and a treasurer. The latter two officer positions may be combined and the offices filled by one Member Representative.
2. Officers shall be selected from the Member Representatives, except that the secretary position or the combined secretary-treasurer position may be filled by an independent contractor selected by the Board.
3. A quorum exists when a simple majority of the Member Representatives are present, either in person, by telephonic or other electronic means, such that they can hear, be heard, and meaningfully participate.
4. A vote of a simple majority at a meeting where a quorum is present shall constitute the action of the Board.
5. Minutes shall be taken at all meetings.
6. The treasurer shall provide all necessary administrative and accounting functions for the Board and shall have the custody of and disburse funds. The treasurer may delegate disbursing authority to such persons as may be authorized by the Board to perform the disbursement function.
7. As a deliberative body, the Consortium will follow basic standards of parliamentary procedure in the conduct of all its meetings, and *Robert's Rules of Order* and *Mason's Manual of Legislative Procedure* may be used for general guidance at any meeting.
8. All Board meetings shall be noticed, held, and conducted in compliance with the Open Meeting and Notice statutes of the state of Montana
9. The adoption of the bylaws and any amendments to the bylaws shall be consistent with this Agreement and the law and shall be accomplished by an affirmative written ballot of a simple majority or more of the Member Representatives.
10. Each Member and Member Representative shall receive a copy of the bylaws or any amendments thereof.
11. The Consortium shall abide by all applicable local, state, and federal laws and regulations.

XI. MEMBER RESPONSIBILITIES

Members have the following responsibilities:

- A. To share equally in the cost of accomplishing the Consortium's purpose and goals, including the costs of coordinating and administering the Test.
- B. To provide, at their own expense, personnel to assist in coordinating and administering the Test, including providing personnel to staff both components of the Test.
- C. To confirm that the testing process is locally valid for the position of entry level firefighter.
 1. A confirmation must be completed prior to each test
 2. Each member agency will pay their own costs of this validation.
- D. To promptly pay their annual dues as the board shall set from time to time.
- E. To regularly attend and meaningfully participate in all meetings and every testing event.

- F. Each new Member shall:
 - 1. Undergo a Candidate Physical Ability Test Transportability Study conducted by the Consortium's Human Resources Consultant; and
 - 2. Promptly pay the initial membership fee, as shall be established by the Board.

XII. CONSORTIUM RIGHTS

- A. The Board, in its sole discretion, shall determine the type of testing it will use to identify qualified candidates for consideration for hiring for the position of entry-level firefighter, including the testing processes, procedures, protocols, instruments, and equipment to be used.
- B. The Board, in its sole discretion, shall determine the intervals at which the testing will be offered, the location at which the testing will take place, and the number of candidates it will allow to take part in the testing.
- C. The Board, in its sole discretion, shall determine the number of meetings which are necessary, as well as the date, time, and location of all meetings.
- D. The Board, in its sole discretion, shall determine the amount of annual dues which shall be paid by each Member and the date when due.
- E. The Board shall have the power to contract as needed to carry out the purpose of the Consortium and this Agreement.

XIII. AMENDMENTS

This Agreement may be amended at any time by a vote of a simple majority of the Members. Amendments become effective when the Board receives written confirmation from a simple majority of the Members, through their Member Representatives, that the proper authority within their jurisdiction has approved an amendment.

XIV. EFFECTIVE DATE

This Agreement shall be effective and binding upon a Member when its governing body becomes a signatory hereto.

XV. FILING

- A. In accord with Montana Code Annotated § 7-11-107, this Agreement shall be filed with the county clerk and recorder of the county or counties wherein each Member is situated and with the secretary of state. Upon the amendment of this Agreement, the amended version shall then be recorded as provided herein.
- B. The Board shall designate the person or persons who shall be responsible for the filing of this Agreement and any subsequent amended versions hereof.

XVI. ASSIGNMENT

Members may not assign any right, claim, or interest it may have as a consequence of being a party to this Agreement, and no creditor, assignee, or third party beneficiary of any Member shall have a right, claim, or title to any fund or asset of the Consortium

XVII. EXECUTION

This Agreement shall be executed on behalf of the Member by its chief executive officer or chairperson and attested by its clerk or secretary, as appropriate, upon approval of the Agreement by the Member's governing body. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date subscribed hereto:

DATE: _____

BIG SKY FIRE DISTRICT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

RESOLUTION NO. 4312

A RESOLUTION OF INTENT TO EXTEND THE DURATION OF TOURISM BUSINESS IMPROVEMENT DISTRICT NO. 101 FOR AN ADDITIONAL 10 YEAR TERM, PURSUANT TO TITLE 7, CHAPTER 12, PART 11, MONTANA CODE ANNOTATED.

WHEREAS, the Miles City Tourism Business Improvement District No. 101 was established in 2010, for a 10 year period expiring on May 27, 2020; and

WHEREAS, Montana Code Annotated Sections 7-12-1111 and 7-12-1141 allow for a business improvement district to be extended for additional 10 year periods upon the petition of 60% of the owners of the property proposed to be included in the district; and

WHEREAS, the City of Miles City has received a petition for extension of said Tourism Business Improvement District No. 101 signed by 7 of the 7 property owners (being 100% of the owners) within said district, including the owners of all hotels located within the City of Miles City which have six or more rooms, requesting extension of the duration of said Tourism Business Improvement District No. 101 for an additional 10 year period; and

WHEREAS, the boundaries of said district, which includes all of those hotels which are eligible to be included within said district, are as follows:

1. Miles City Hotel & Suites: Tract A of Certificate of Survey No. 102097 in the SW1/4SW1/4 of Section 2, Township 7 North, Range 47 East.
2. Miles City Hotel: Tract 1 of Certificate of Survey 57595 in the NE1/4 of Section 3, Township 7 North, Range 47 East, less highway.
3. Econo Lodge: Certificate of Survey No. 14268 in Gulf Oil Corp. Tract, less Certificates of Survey No. 76277, 80623, and 106735.
4. Oyo Hotels: A parcel of land in tract 1 of Edwards Tract in Lot 4, Section 2, Township 7 north, Range 47 East MPM more particularly described as: Beginning at a point on the section line, said point being South 0° 12' West a distance of 535.6 feet from the section corner common to Sections 34, 35, 3 and 2; thence South 89° 48 minutes East a distance of 394.95 feet more or less to the north right of the way line of the Interstate Highway; thence North 58° 25' East a distance of 167.28 feet; Thence North 0° 12' East a distance of 166.89 feet; thence North 89° 48' West a distance of 337.15 feet; thence South 0° 12' West a distance of 200 feet; thence North 89° 48' West a distance of 200 feet; thence South 0° 12' West a distance of 55 feet to the point of beginning.
5. Best Western: Lots 1 through 10 in Block 1, Doeden Addition to the City of Miles City.
6. Super 8: A tract of land located in the SW1/4NW1/4, NW1/4SW1/4, of Section 2, Township 7 North, Range 47 East, being more particularly described as follows:

Commencing at the W1/4 of said Section 2, the true point of beginning; thence North 0 degrees 11 minutes 35 seconds East a distance of 22.30 feet to a point; thence South 89 degrees 26 minutes 26 seconds East a distance of 441.37 feet to a point; thence South 0 degrees 02 minutes 00 seconds West a distance of 278.25 feet to a point; thence North 89 degrees 58 minutes 00 seconds East a distance of 260.00 feet to the true point of beginning, according to the plat and survey thereof filed for record as Document No. 49207 in Envelope No. 134 of the plat cabinet in the office of the County Clerk and Recorder in and for Custer County, Montana. LESS That portion thereof deeded to the State of Montana, for the benefit and use of its Department of Transportation.;

7. Sleep Inn & Suites: Lot 5A of the Cremer Minor Subdivision according to Certificate of Survey No. 91759 filed in envelope 285 of the plat cabinet in the office of the County Clerk and Recorder in and for Custer County, Montana; and

WHEREAS, all of the properties in the proposed district have a common purpose of providing overnight stays at lodging facilities; and

WHEREAS, the boundaries of the proposed district encompass all properties in the district with the same identified purpose of providing overnight stays at lodging facilities that are subject to the Montana Lodging Facility Use Tax; and

WHEREAS, the boundaries of the proposed district comply with all applicable zoning regulations; and

WHEREAS, the proposed district does not include areas that are zoned primarily as residential areas;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Miles City, Montana, that it intends to extend the duration of Tourism Business Improvement District No. 101, the boundaries of which shall be as follows:

Tract A of Certificate of Survey No. 102097 in the SW1/4SW1/4 of Section 2, Township 7 North, Range 47 East;

Tract 1 of Certificate of Survey 57595 in the NE1/4 of Section 3, Township 7 North, Range 47 East, less highway;

Certificate of Survey No. 14268 in Gulf Oil Corp. Tract, less Certificates of Survey No. 76277, 80623, and 106735;

A parcel of land in tract 1 of Edwards Tract in Lot 4, Section 2, Township 7 north, Range 47 East MPM more particularly described as: Beginning at a point on the section line, said point being South 0° 12' West a distance of 535.6 feet from the section corner common to Sections 34, 35, 3 and 2; thence South 89° 48 minutes East a distance of 394.95 feet more or less to the north right of the way line of the Interstate Highway; thence North 58° 25' East a distance of 167.28 feet; Thence

North 0° 12' East a distance of 166.89 feet; thence North 89° 48' West a distance of 337.15 feet; thence South 0° 12' West a distance of 200 feet; thence North 89° 48' West a distance of 200 feet; thence South 0° 12' West a distance of 55 feet to the point of beginning;

Lots 1 through 10 in Block 1, Doeden Addition to the City of Miles City;

A tract of land located in the SW1/4NW1/4, NW1/4SW1/4, of Section 2, Township 7 North, Range 47 East, being more particularly described as follows: Commencing at the W1/4 of said Section 2, the true point of beginning; thence North 0 degrees 11 minutes 35 seconds East a distance of 22.30 feet to a point; thence South 89 degrees 26 minutes 26 seconds East a distance of 441.37 feet to a point; thence South 0 degrees 02 minutes 00 seconds West a distance of 278.25 feet to a point; thence North 89 degrees 58 minutes 00 seconds East a distance of 260.00 feet to the true point of beginning, according to the plat and survey thereof filed for record as Document No. 49207 in Envelope No. 134 of the plat cabinet in the office of the County Clerk and Recorder in and for Custer County, Montana. LESS That portion thereof deeded to the State of Montana, for the benefit and use of its Department of Transportation;

Lot 5A of the Cremer Minor Subdivision according to Certificate of Survey No. 91759 filed in envelope 285 of the plat cabinet in the office of the County Clerk and Recorder in and for Custer County, Montana.

BE IT FURTHER RESOLVED that a public hearing shall be held on the 14th day of April, 2020, at 6:00 p.m. in the City Council Chambers at City Hall, 17 South 8th Street, Miles City, Montana.

The City Clerk shall, without delay, cause notice of the passage of this resolution of intention to be published in the Miles City Star, in accordance with Section 7-1-4127 MCA, and, on the same day that the notice is first published, the City Clerk shall mail notice of the passage of this resolution of intention to each owner of real property within the proposed district listed on the last-completed assessment roll for the state, county and school district taxes, at the owner's last known address.

Such notices shall described the general purpose of the district to be to continue to aid in tourism, promotion, and marketing within the district, and shall designate that on the 14th day of April, 2020, at 6:00 p.m. in the City Council Chambers at City Hall, 17 South 8th Street, Miles City, Montana, the City Council will hear and pass upon all protests that may be made against the extension of the duration of the district, and shall state that the description of the boundaries of the district are set forth in this resolution on file in the office of the City Clerk . It shall further state that all protests must be made in writing and must be delivered to the City Clerk not later than 5:00 p.m. of the last day within 15 days after the date of the first publication of the notice of the resolution of intention. The City Clerk shall endorse upon each protest the date and hour of receipt of such protest.

BE IT FURTHER RESOLVED that, within 30 days after such hearing, the City Council of the City of Miles City shall issue its decision upon such rate increase and file such decision with the City Clerk and shall file a copy of the revised rate schedule as determined subsequent to such hearing, with the Montana public service commission. Such decision shall become final ten (10) days after the date of filing with the City Clerk.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 10TH DAY OF MARCH, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4313

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

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

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

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

1. The "State of Montana Agreement MT 20-023," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 10TH day of MARCH, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A
STATE OF MONTANA AGREEMENT
MT-20-023

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

The State has been awarded \$817,809 of grant monies from the U.S. Department of the Interior, the National Park Service under the Historic Preservation Fund for the Federal fiscal year of 2020 (October 1, 2019 – September 30, 2020). The funding for this agreement is provided by this award, CFDA number 15.904, Historic Preservation Fund Grants-In-Aid. The Federal Award Identification Number assigned by the National Park Service is P20AS00020, and the HPF system number is to be determined.

Section 17-1-106, Montana Code Annotated, requires any state agency which receives non-general funds to identify and recover its indirect costs (IDC). MHS's indirect cost rate is determined annually and is applied as a percentage of direct costs charged to a federal award. As defined by 2 CFR Part 200 (formerly OMB Circular A-87), MHS's current IDC rate is 10.97% for state fiscal year 2020 (July 1, 2019 to June 30, 2020). IDC will not be charged in relation to this agreement.

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

1. EFFECTIVE DATE, DURATION, AND RENEWAL

This Agreement shall take effect on April 1, 2020 and shall terminate on March 31, 2021 unless a new termination date is set or the agreement is terminated as provided in this contract. Total payments by the "Grantor" for all purposes under this contract shall not exceed \$6000.00. In the event that the grantor does not receive full funding from the National Park Service, the total grant award may be reduced, as outlined in the CLG Manual. Payment shall be made on a reimbursement basis by request of Subgrantee to the grantor. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

2. SERVICES AND/OR SUPPLIES

The Subgrantee shall:

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

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

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

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

3. CONSIDERATION/PAYMENT

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

1. The Subgrantee agrees to submit semi-annual Progress Reports, meeting minutes, and Requests for Reimbursement. Reports will be accompanied by the following documentation:

- a. The Subgrantee's name, address and agreement number MT-20-023;
- b. A report discussing the work completed during the reporting period. Include meeting agendas and minutes;
- c. An itemized listing of cash or in-kind donations that comprise the nonfederal match;
- d. An itemized listing of project expenses that are charged to the federal grant; If indirect costs (IDC) are claimed for reimbursement (or match), the IDC rate must be in accordance with 2 CFR Part 200.414. A copy of the IDC approval letter from the Cognizant agency must be submitted to the Grantor and approved prior to any reimbursement.
- e. Receipts, invoices, and/or financial reports sufficient to document each expenditure.
- f. The net request for payment (reimbursement); and
- g. Products produced during the reporting period.

2. All Requests for Reimbursement must be approved by the Grantor prior to payment. Payment for work completed under this Agreement may be withheld pending the delivery and acceptance of such items. All Subgrantees must retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of 3 years or until an acceptable audit (accessible by auditors) has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final report. A final Request for Reimbursement must be submitted within thirty (30) days of the termination of this Agreement if they are to qualify for payment.

3. All Requests for Reimbursement will be reviewed for eligibility and allow-ability under Chapters 12, 13 and 14 of the National Park Service's Historic Preservation Fund Manual and the State CLG Manual. The Subgrantor may request a copy of the CLG Manual from the grantor and the Historic Preservation Fund Manual is available for inspection at the SHPO.

4. The Subgrantee shall, at minimum, provide documentation detailing forty percent (40%) matching non-federal funds for the overall grant award. In order to receive the full grant award of \$6000.00, the minimum dollar amount of match necessary to be provided by the Subgrantee is \$4000.00 in matching in-kind services or cash. In the event that the grant award is reduced, the match requirement would be reduced proportionally. Requests for Reimbursement require the same 40% documentation relative to the amount requested. The accepted Grant Application, reviewed and approved by the Grantor, provides an estimation of sources and amounts of matching funds from the Subgrantee.

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

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

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

4. ACCESS AND RETENTION OF RECORDS

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

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

5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

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

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

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

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

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

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

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

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

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

6. EQUAL EMPLOYMENT OPPORTUNITY

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

7. FAIR LABOR STANDARDS

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

8. PROHIBITION AGAINST LOBBYING

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

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

9. HOLD HARMLESS/INDEMNIFICATION

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

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

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

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

11. COMPLIANCE WITH LAWS

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

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

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

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

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

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

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

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

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

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

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

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

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

12. DISABILITY ACCOMMODATIONS

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

13. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

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

14. REGISTRATION WITH THE SECRETARY OF STATE

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

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

15. MODIFICATIONS AND PREVIOUS AGREEMENTS

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

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

16. CONFLICT OF INTEREST

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

17. INTELLECTUAL PROPERTY/OWNERSHIP

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

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

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

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

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

18. PATENT AND COPYRIGHT PROTECTION

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

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

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

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

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

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

18.5 Publications must include the nondiscrimination statement:

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

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

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

19. AUDITING

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

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

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

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

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

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

20. SEVERABILITY

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

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

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

21. EVENT OF BREACH – REMEDIES

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

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

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

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

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

Upon State's material breach, Subgrantee may:

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

22. GENERAL AND SPECIFIC CONDITIONS

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

23. FORCE MAJEURE

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

24. WAIVER OF BREACH

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

25. CONFORMANCE WITH CONTRACT

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

26. LIAISONS AND SERVICE OF NOTICES

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

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

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

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

27. MEETINGS

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

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

28. CHOICE OF LAW AND VENUE

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

29. TAX EXEMPTION

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

30. AUTHORITY

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

31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

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

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

32. WAIVER

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

33. EXECUTION

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

STATE OF MONTANA

Montana Historical Society

225 North Roberts

Helena, Montana 59620-1201

BY: Denise King/Administrator

Centralized Services Division, Montana Historical Society

CITY OF MILES CITY

17 South Eighth Street

Miles City, MT 59301

DUNS # 134230325

BY: _____

(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

RESOLUTION NO. 4314

A RESOLUTION REVISING CITY OF MILES CITY PERSONNEL POLICIES REGARDING RECRUITMENT AND SELECTION

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

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

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

1. That the following revised policy: 2A, Recruitment and Selection attached as Exhibit "A"
2. Such changes to the policy shall become effective immediately upon the passage of this resolution.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 10th DAY OF MARCH, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk



EXHIBIT "A"

**CITY OF MILES CITY
PERSONNEL POLICY**

Section 2A:	Recruitment and Selection
Effective:	9/23/2014
Last Revised:	07/09/201903/10/2020

Recruitment and Selection

Resolution #42604314

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

PURPOSE

This policy provides guidance for the recruitment and selection of applicants for the City of Miles City vacant positions.

POLICY

It is the policy of the City of Miles City to recruit and select persons for appointment and employment, and to train, advance, promote, and transfer such persons on the basis of individual capability, potential, or contribution to the programs and goals of the City.

Each Department Director, supervisor and employee of the City of Miles City is responsible for conducting employment activities in support of and in compliance with this policy.

The City of Miles City respects, supports, and observes the laws, directives and regulations of the State and Federal Government that prohibit discrimination.

This Recruitment and Selection policy is related to but not limited to; recruitment, selection and testing. This policy does not preclude discrimination based on bona fide occupational qualifications or other recognized exceptions under the law.

PROCEDURE

Personnel Requisition Form:

A "Personnel Requisition Form" will be filled out by the Department Director of the vacant/open position and forwarded to the Mayor for approval. The Department Director will then forward the form to the Human Resources Office to initiate recruitment procedures.

Recruitment and advertising may begin immediately when the Mayor has been notified in writing that a position is being left vacant/open.

Recruitment for an opening with the City of Miles City will progress through the sequence of checking for qualified laid-off workers (Job Registry), internal recruitment followed by external/public recruitment.

- ❖ **All advertisements must be reviewed and approved by the Mayor or the Mayor's designee prior to placement.**

Summary of Recruitment and Selection Policy:

1. Open positions start with the **Job Registry** for employees who have been laid off. Qualified, laid off employees receive the highest level of preference for filling openings, but do not have exclusive hiring rights.
2. Next, **Internal Recruitment** for current City of Miles City employees. The City of Miles City reserves the right to open all job searches outside the organization. Qualified internal applicants will be considered, but being an internal applicant is not exclusive criteria for selection.
3. Finally, **Open Recruitment Process**.

Step One – “Job Registry” Recruitment: (3 Working Days Maximum)

- A. Employees who have been laid-off through no fault of their own by the City of Miles City are eligible for inclusion on a recall list known as a Job Registry for a period of one (1) year. This registry along with other pertinent employee files will be maintained by the Human Resources Office and referred to as a first step when an opening occurs with the City of Miles City. Laid off employees who are contained on this Job Registry and identified by the Mayor as possessing the minimum qualifications are informed about the opening, and requested to apply if interested. Notification will be done by certified, return receipt mail to the laid off employee's last known mailing address. Registry applicants must apply for these vacancies within three (3) working days of this notification. In accordance with Section 39-71-317, MCA When an injured worker is capable of returning to work within 2 years from the date of injury and has received a medical release to return to work, the worker must be given a preference over other applicants for a comparable position that becomes vacant if the position is consistent with the worker's physical condition and vocational abilities.
- B. The Human Resources Office will compare all openings to the Job Registry list for identification of potential applicants, and submit the list of potential applicants to the Mayor or the Mayor's designee. Qualified laid off employees of the City of Miles City will receive the highest level of preference in filling openings when possible. However, inclusion of a laid off employee(s) on the Registry list must not be interpreted as exclusive hiring rights.

- C. Registry members will be considered prior to Internal Recruitment. In circumstances when a tie between two substantially equally qualified applicants exists on the Registry list, the applicant with longer *continuously active* City service will be selected.
- D. An employee's participation on the re-call list ends when:
 - An employee refuses a reinstatement offer;
 - An employee withdraws in writing from participation; or
 - One year has elapsed since the employee's effective date of lay off.
- E. Recruitment activities through recall list methods are not considered solicitation for applications from the general public; therefore, preference on basis of veteran status or disability is not applicable.
- F. Human Resource Office shall notify all applicants determined qualified if a Job Registry applicant is selected; or, if the applicant(s) are not selected and that the City of Miles City intends on recruiting internally.
- G. Once the Human Resources Officer has determined that no qualified Registry applicants exist and notifications have been made or mailed, the process moves to Step 2.

Step Two – Internal Recruitment: (5 Working Days)

- A. Under the Internal method of recruitment all interested current staff are notified and those responding are considered for existing openings. Qualified Internal applicants will be considered in accordance with this policy, however, an "Internal Applicant" status must not be interpreted as the exclusive criteria for selection.
- B. An updated list of all current job openings will be posted internally. This list will indicate the date of opening, the position title, and a contact name for further inquiry. All internal applicants inquiring about open positions will be given an opportunity to apply; however, the City of Miles City reserves the right to hire applicants from outside when it determines, in its sole discretion, by and through the Mayor or the Mayor's designee that this approach is necessary or desirable.
- C. Interested employees must submit their application in the form of a memorandum to the Human Resources Office through their immediate supervisor. This memorandum should be prepared once the employee has reviewed the Job Description associated with the opening, and determined that he/she meets the minimum requirement of the position. Further applications will not be accepted beyond the designated closing date of the position.
- D. The Human Resources Officer will notify all internal applicants if selected or, if they are not selected and that the City of Miles City intends to recruit externally. Once the Mayor has determined that is in the best interest of the City to recruit externally, and notifications have been made or mailed, the process moves to Step 3.
- E. Recruitment activities through internal methods are not considered solicitation for applications from the general public; therefore, preference on basis of veteran status or disability is not applicable.
- F. In the event an internal applicant meets minimum qualifications for the position, but the City of Miles City determines that it is in the best interest of the City to recruit externally, qualified internal applications will be carried over to Step 3.
- G. In the event the City of Miles City determines that it will consider internal applications

without posting externally, the internal applicants will move through the hiring process established herein, beginning at the paragraph titled "Application Screening" below. If at any time the internal applicants are removed from the selection process, or if the City of Miles City determines during the selection process that external recruitment would be in the City's best interest, the process will revert to Step 3.

Step Three – General Public Recruitment: (10 Working Days)

- A. The Human Resources Office will post a vacancy externally to the general public if no qualified Registry applicant has been identified, and if no internal applicants have been selected. Vacancies posted to the general public will generally remain open for ten (10) working days when possible, but may be closed sooner, or extended at the discretion of the Mayor, in consultation with the Human Resources Officer.
- B. All City of Miles City vacancies subject to external procedures will be made known to the job seeking public. The Mayor may elect to utilize any of the following recruitment sources, Job Service listing, newspaper, the Internet, Community Colleges, or other appropriate sources. The Mayor, in consultation with the Human Resources Officer may also limit its recruitment to specific geographical areas, but will consider all applications received prior to closing date, irrespective of the applicant's place of residence.
- C. All employment advertisements must be reviewed and approved by the Mayor prior to placement. Copies of all final ads will be retained for recordkeeping and compliance purposes. Recruitment sources will include both internal and external origins, as described above.

Application Screening:

- A. The Human Resources Officer will screen applications for basic qualifications, and will notify applicants directly if they do not possess these qualifications. All applicants must complete a City of Miles City employment application form.
- B. Applications of applicants will be forwarded to the Supervisor for consideration. The immediate supervisor will select the top applicants for interview based upon a review of qualifications and/or supplemental application questions. The Mayor must approve all applicants hired.
- C. All applications and/or resumes will be retained by the City of Miles City for two-three years, or as mandated by Federal and State laws.
- D. Applicants will be informed that if selected, they will be required to provide the City with specific documents establishing their identity and employment eligibility, in accordance with Immigration Reform and Control Act of 1986.

Application Screening Process:

- A. The purpose of the selection process is to identify potential employees who are best qualified to meet the specific work requirements and successfully perform the job duties of the open position.

- B. All applicants remaining in competition at each level of the selection process shall be treated consistently with respect to:
 - Contents of the procedure applied;
 - Persons involved in administering the process; and,
 - The maximum amount of time allotted when time procedures are utilized.
- C. However, consistent treatment should not imply identical treatment.
- D. Individuals involved with evaluating applicants' qualifications must be familiar with the position to be filled, and must use job related questions, suggested responses, and rating scales to evaluate applicants. This technique must permit accurate comparison of the applicant against the job requirements, as well as the applicant pool.
- E. Certain entities within the City government may be mandated to require specific qualifications, or use particular measuring guidelines (e.g. POST test) not necessarily pertinent to other departments.
- F. Any unsuccessful applicant claiming employment preference will be provided a written notice of the hiring decision.
- G. Provisions must be made for an annual review and update of this Recruitment & Selection Policy by the Human Resources Committee.

Personal Interview of Selected Applicants:

- A. The Mayor shall appoint a Hiring Committee, consisting of 3 or 4 members, one of which must be the immediate supervisor for the position being hired. The Human Resources Officer shall be an advisor to the Hiring Committee, and shall attend all meetings of, and interviews conducted by the Hiring Committee. The Hiring Committee, along with the Mayor, in the event the Mayor wishes to be present, shall conduct interviews of selected applicants. -All questions asked in a personal interview must be job related and designed to help the interviewer identify the best qualified applicant for the position. The primary objective of the personal interview is to achieve the best match between the applicant's qualifications and the job requirements. Interviews are a reliable method of determining more about the capabilities of minimally qualified applicants. Although interviews are important, the other selection criteria, such as those listed under "Selection Devices" shall be considered. Follow-up questions, as long as they are job related, may be asked of the applicant. -These follow-up questions may be based upon an answer to a previously asked question or based upon the application material that the applicant submitted. All follow-up questions and notes from the interviews must be captured for retention in the recruitment file. Further information on conducting interviews may be found in the "Employment Interview Guide" and the "Do's and Don'ts of Interview Questions".
- B. The Human Resources Officer is responsible for contacting applicants for interviews. If applicants are contacted by phone, they need to be informed of the date, time, and location of the interview. If the applicant cannot be contacted by phone, a letter should be sent and the aforementioned information shall be provided. Applicants who do not show up at the appointed time or applicants who withdraw from the interview process may be removed from the applicant pool.
- C. Internal applicants, for City vacancies, will be granted paid time to attend the interview.

- Once the interview is completed, the employee is expected to return to their work assignment and complete their respective shift.
- D. The Mayor and/or the Hiring Committee will utilize a “structured interview” method consisting of a certain number of pre-set, job related questions addressed to every applicant. The responses of the applicants to each question are scored 0-2 and ranked accordingly.
 - E. The Mayor, with the advice of the Hiring Committee, shall select a person or persons who will be offered employment, and shall rank those who are acceptable for employment to determine the order in which employment shall be offered, subject to successful reference and background check.
 - F. For a “Department Director” vacancy the Mayor may appoint, but will need the consent of the majority of the Council for finalization of the employment offer. (7-3-213, MCA)

Selection Devices:

The City recognizes many selection devices as long as they:

- Are job related
- Do not create an undue barrier to employment or advancement for protected classes
- Are in compliance with existing policies, bargaining contracts, and relevant State and Federal laws.

Selection devices must be defensible and must allow for the selection of the best applicant for the vacant/open position. Selection criteria must be applied equally to all applicants. Possible selection devices include any combination of the following items.

- Structured questions and suggested answers
- Behavioral questions and suggested answers
- Applicable job-related performance tests
- Relevant education and experience
- Supplemental questions
- Written interview questions.

Background Check:

- A. The City of Miles City conducts all reference and background checks through an outside vendor. A “Request for Investigation” will be completed by the Human Resources Office for the department hiring.
- B. All interviewed applicants will be required to consent to and sign an “Authorization to Release” form and “Acknowledgement” form. All interviewed applicants will receive a copy of “A Summary of Your Rights Under the Fair Credit Reporting Act”.
- B.C. Fire and Police officer positions which require a more extensive background process that may include the obtaining of fingerprints. Background checks for these positions will be conducted as outlined by the Montana Department of Justice and in accordance with MCA7-33-4107 “Qualifications of Firefighters” and MCA7-32-303 “Qualifications of Firefighters”.

Employment Confirmation:

- A. Once the final selection is made the successful applicant must be provided with an official Confirmation Letter from the Mayor's office.
- B. The Confirmation letter will address the following topics:
 - Title of job offered
 - Director's name and hiring department
 - Starting salary & benefits
 - Classification, i.e.; Exempt – Non Exempt status
 - Start date with initial work schedule and where to report to work
 - Probationary period information
 - Request for documentation regarding identity and employment eligibility
 - Any other terms and conditions of employment
 - Request for applicants' signature on confirmation letter
 - A deadline for return of said letter to the City.
- C. The Mayor shall establish a salary using the ~~the~~ "Non-Union Employees Wage Scale" as a guideline, so long as the salary is within the amount budgeted for said position. If the Mayor deems that a deviation from the wage scale is necessary, such amount must be approved by the City Council.
- D. The Confirmation Letter must accentuate the point that the City of Miles City does not recognize any other offers or promises made to the applicant, and that no City employee other than the Mayor is authorized to modify the conditions of the offer or enter into any agreement with the applicant. The Confirmation Letter must indicate that the appointment is subject to the consent of the City Council, when applicable.

Unsuccessful Applicant Notification Letters:

Both internal and external unsuccessful applicants will be notified in writing by the Human Resources Officer. Additionally, internal applicants and interviewed applicants will receive a phone call from the Human Resources Officer prior to the written notification.

Document Retention:

The following materials shall be included among the documents to be saved, by Human Resources Office, for each selection and retained for a period of two years:

- Job description
- Vacancy announcement(s)
- A copy of advertisements and a list of all recruitment sources
- All applications, supplements, questionnaires and other application material
- A copy of all selection procedures and any criteria used to evaluate performance
- Names and titles of any persons who participated in the design or administration of the selection procedures

- Correspondence with applicants
- A copy of the hire letter.

Confidentiality and Access to Materials:

All applications and selection materials shall be confidential, unless otherwise stated on the vacancy announcement, and may not be released to any person not involved in administering the hiring process. Materials may be released upon the receipt of a properly executed administrative or judicial order. Human Resources may discuss, upon request from an applicant, the selection process and scores (if applicable) related to that individual. Information about other applicants is confidential and may not be released.

Prospective Full/Part Time Dispatcher Applicants:

The Recruitment and Selection Policy will be followed with exception to the following: The 911 Coordinator will conduct all criminal and driving background checks through CJIN/NCIC State system. All applicants will be required, consent to and sign an “Authorization to Release-Dispatch” form and “Acknowledgement” form upon completion of a City of Miles City application. All applicants will receive a copy of “A Summary of Your Rights Under the Fair Credit Reporting Act”. The 911 Coordinator will then conduct a preliminary interview of all qualifying applicants. Successful applicants will be forwarded to the Mayor for Applicant Screening.

Prospective Full Time Firefighters/EMTs Applicants:

The City is a member of the Montana Firefighters Testing Consortium (MFTC). Firefighter applications for employment will only be accepted from persons who have successfully completed MFTC testing and are currently on the MFTC eligibility list. Each time a vacancy occurs, all such persons on this list will be notified in writing and invited to submit an application.

Applicants shall be required to complete a City of Miles City employment application. Applicants shall also be required to consent to and sign an “Authorization to Release” form and an “Acknowledgement” form. All applicants will receive a copy of “A Summary of Your Rights Under the Fair Credit Reporting Act”. The selection process will consist of the Fire Chief with his/her Hiring Committee reviewing applications, verifying scores and abilities as determined by previous screening test(s) administered by the MFTC. The Fire Chief will conduct background checks that may include verification of: previous employment, listed credentials, previous training, education and work experience. All of these verifications are part of the preliminary screening of the applicant, and pending the successful outcome of this screening process, the Fire Chief and the Hiring Committee will conduct an oral interview with the applicant.

This policy does not preclude lateral transfers of qualified applicants from other Fire Departments.

Prospective Full Time Police Officer Applicants:

The City is a member of the Montana Law Enforcement Testing Consortium (MLETC). Police Officer

applications for employment will be accepted from outside applicants, employment candidates must successfully complete MLETC testing.

Applicants shall be required to complete a City of Miles City employment application. Applicants shall also be required to consent to and sign an "Authorization to Release-Police" form and an "Acknowledgement" form. All applicants will receive a copy of "A Summary of Your Rights Under the Fair Credit Reporting The selection process will consist of the Police Chief with his/her Hiring Committee reviewing applications, verifying scores and abilities as determined by previous screening test(s) administered by the MLETC. The Police Chief will conduct background checks that may include verification of: previous employment, listed credentials, previous training, education, and work experience. All of these verifications are part of the preliminary screening of the applicant, and pending the successful outcome of this screening process, the Police and the Hiring Committee will then conduct an oral interview with the applicant. Upon successful completion of this process, the Police Chief and Hiring Committee will then recommend the applicant to be interviewed by the Miles City Police Commission for final approval.

This policy does not preclude lateral transfers of qualified applicants from other Police Departments.

CLOSING

Negotiated labor contracts that conflict with this policy will take precedence to the applicable extent.

RESOLUTION NO. 4315

A RESOLUTION ESTABLISHING CITY OF MILES CITY PERSONNEL POLICIES REGARDING EMPLOYEE IDENTIFICATION CARDS

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

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

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


1. That the following policy: 3, Employee Identification Cards attached as Exhibit "A"
2. The policy shall become effective immediately upon the passage of this resolution.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 10th DAY OF MARCH, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

 <p style="text-align: center;">EXHIBIT "A"</p> <p style="text-align: center;">CITY OF MILES CITY PERSONNEL POLICY</p>	Section #: 3	Employment Information
	Effective:	03/10/2020
	Last Revised:	03/10/2020
Employee Identification Cards		
Resolution #4315		

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

The City of Miles City strives to develop and implement workplace policies and practices that create and maintain a working environment that is safe for employees as well as the citizens we serve. A system of identification is one part of a credible public facility security system.

This policy is meant to provide direction and clarification on the issuance and handling of City employee identification cards for the purpose of ongoing identification of those individuals that are employees and those of the general public. City-issued identification cards may also serve other functions in addition to identification.

SCOPE: This policy applies to all City of Miles City employees (including permanent, temporary and contracted employees).

APPLICATION OF CITY IDENTIFICATION CARDS: The City of Miles City will issue an identification card to each new employee upon commencement of employment. Employees must complete a "Employee Identification Card Form" and submit the completed form to the City of Miles City Human Resources Department. In order to be issued a City identification card, employees must verify their identification by means of driver's license or another valid document.

The front of the City employee identification may include the following: photograph of the employee; employee's first name, middle initial and last name initial; employee's department; employee's title; employee number and issue date

REPLACEMENT CARDS: If a replacement card is issued due to a change in information, the card will be reissued at no cost to the employee. It is the responsibility of the card holder to immediately report a lost or stolen identification card to his/her supervisor. Replacement cards will be issued once without a fee and after that for a \$5.00 fee. The Identification Card shall not be altered.

FRAUDULENT USE OF ID CARDS: Fraudulent use of a City employee identification card will result in disciplinary action, up to and including termination. Fraudulent use includes using or permitting the use of a card by a person other than the individual to whom it was issued, and

using identification cards as a means of securing funds, donations, gratuities, or other items of values or as means of receiving a discount or altering responsibility for one's actions.

CONFIDENTIALITY OF CARD PHOTO IMAGES AND PERSONAL INFORMATION: The photo image and other card holder-related information will be used exclusively for official City business and will not be made available electronically or otherwise for any other purpose. Photo images will be released only if the card holder has submitted a signed consent through the City of Miles City Human Resources Department.

STORING, RETRIEVING, ACCESSING, RETAINING, AND DISPOSING OF RECORDS IN THE SYSTEM: Records collected for creation of the identification card are stored in a computerized system, retrievable by the employee's name. Access to the system is safeguarded by password and is restricted to employees who have a need to access the system in the performance of their duties. Identification card records of employees may be maintained for up to seven years after termination of employment.

RETURN OR DEACTIVATION OF CARDS: Employee identification cards are considered City property and must be returned directly to the employee's supervisor upon resignation or termination of employment along with all other City property.

COMPLIANCE WITH THE EMPLOYEE IDENTIFICATION CARD POLICY: The identification card shall be displayed by employees during all work hours; except in emergency or non-emergency situations when a safety risk is poised to the employee. Elected Officials and/or Department Heads shall have responsibility for ensuring that all assigned employees possess identification cards per the guidelines of this policy



**CITY OF MILES CITY
HUMAN RESOURCES
EMPLOYEE IDENTIFICATION CARD FORM**

Employee Name: _____ **Employee ID#:** _____

Department: _____ **Job Title:** _____

Date of Hire: _____ **ID Issue Date:** _____

Employee Classification:

FT _____ **PT** _____ **Temp** _____

ID Card Type

New Hire _____ **Replacement** _____ **Other** _____

Issuance Authorization:

Employee's Acknowledgement of Policy Receipt

By signing this form, you confirm that you understand the information contained with the ID Card Policy.

Employee Signature

Date

Human Resources Signature

Date

RESOLUTION NO. 4316

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO EXECUTE A LETTER OF INTENT TO PURCHASE “SQUARE-9” SOFTWARE FROM DIS TECHNOLOGIES.

WHEREAS, the City of Miles City intends to purchase “Square-9” software from DIS Technologies for use with City computers, under the advice and guidance of the City’s computer tech support company, DIS Technologies;

AND WHEREAS, DIS Technologies has provided a Letter of Intent and cost estimate for approval by the City to order the same;

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

1. The “Letter of Intent” between the City of Miles City and the DIS Technolgoies, attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 10TH DAY OF MARCH, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk



DIS TECHNOLOGIES

Lorrie Pearce
17 S. 8th Street
PO Box 910
Miles City, MT 59301

RE: Letter of Intent to purchase Square-9 Software

Quote #: 00030790 & 00020978
Created: 12/4/2019 & 1/10/2020 respectively
Expiration Date: 3/31/2020

For: City of Miles City, Miles City Montana

This is an Estimate only. Final numbers will be provided upon a formal scoping engagement and completion of a Statement of Work.

The costs for the C2 version Software and configuration, workflow and build are as follows:

1. Global Search C2 Cloud Enterprise for 3 users annually (36 months):	\$3,888	
2. Global Search C2 Cloud Storage up to 25GB's, (can be increased):	\$ 120	
3. Long Term Convey Subscription:	\$ 600	
4. Total annual cost	\$4,608	
5. Per Diem (programming, configuration of workflow etc. 1x cost)	<u>\$17,600</u>	
6. Total Square 9 Hosted Software Initial Costs		\$22,208

ImageSilo Document export, conversion, & import to Square 9

1. Export from ImageSilo	\$1,200	
2. Conversion of data and images to Square 9 formatting	\$6,750	
3. Importing new data into Square 9 system	<u>\$1,600</u>	
4. Total Conversion Costs		<u>\$9,550</u>

Grand Total costs of project as projected via conversations, meetings & calls **\$31,758**

Purchasing Terms:

Software/Cloud Service & Project Based Costs:

25% deposit due with order (\$7,939.50)

50% upon delivery (first day of product Engagement) (\$13,550)

25% upon completion and sign off (7,939.50)

By DIS Technologies

Signature/Date: _____

Printed _____

Matt Davison
National Account Manager

230 Broadwater Ave • Billings MT 59101
PO Box 20457 (59104)

Toll Free (800) 254-1347 ~ Local (406) 254-1800
Fax (406) 248-5364 ~ Email: info@dismt.com



CITY OF MILES CITY

17 S. 8th, P.O. Box 910
Miles City, MT 59301

Telephone: (406) 234-3462
Fax: (406) 234-2903

March 10, 2020

City of Columbus
Attn: City Clerk, Kisha Miller
PO Box 549
Columbus, MT 59019

This letter is from the Mayor and Council for the City of Miles City. We support and approve the attendance of Deputy Clerk Mary Rowe for the Montana Institute of Municipal Clerks in May of 2020. The City of Miles City is in need of financial assistance as the finance department is currently utilizing over 70% due to unforeseen financial obligations.

Thank you for your time and consideration on this scholarship assistance.

John Hollowell (Mayor)

Ken Gardner (Councilperson Ward I)

R. Curtis Reese (Councilperson Ward I)

Rick Huber (Councilperson Ward II)

John Uden (Councilperson Ward II)

Brant Kassner (Councilperson Ward III)

Kathy Wilcox (Councilperson Ward III)

Dwayne Andrews(Councilperson Ward IV)

Austin Lott (Councilperson Ward IV)



CITY OF MILES CITY

17 S. 8th, P.O. Box 910
Miles City, MT 59301

Telephone: (406) 234-3462
Fax: (406) 234-2903

March 10, 2020

City of Columbus
PO Box 549
Columbus, MT 59019

To whom it may concern,

My name is Mary Rowe and I am currently the Deputy Clerk for the City of Miles City. I am writing to request scholarship assistance for the 2020 Montana Municipal Institute through the MMCT & FOA Memorial Scholarship. I have only attended the Montana Municipal Institute once in 2019 and I loved it! I learned so much and plan to attend every year as budget allows. Attending the Montana Municipal Institute has given me the confidence to adequately and efficiently perform my duties as Deputy City Clerk.

I am currently a member in good standing with the MMCT & FOA association. Please find the attached support letter from Mayor Hollowell and Miles City Council.

Thank you very much for your consideration of my application. I look forward to hearing from you soon.

Sincerely,

Mary Rowe
Deputy City Clerk
PO Box 910
Miles City, MT 59301
(406) 874-8609
deputyclerk@milescity-mt.org

RECORDS DESTRUCTION DOCUMENT (RM88)

NO. 2020-01

PAGE 1 OF 1 PAGES

1. AGENCY NAME AND DIVISION/PROGRAM:

City of Miles City
Finance Department

2. AGENCY CONTACT:

NAME: Mary Rowe

PHONE #: 406-874-8609 EMAIL:deputyclerk@milescity-mt.org

3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

Delete Incinerate Shred as Classified Toss without Restriction

Other: Explain Recycle

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or **Offer to the State Historical Society Archives** has been fully justified, and that further retention is not required for any litigation pending or imminent. Documentation attached from Historical Society.

SIGNATURE: *Mary Rowe*

NAME AND TITLE: Mary Rowe/Deputy City Clerk

DATE: 2-24-20

5. LIST OF RECORD SERIES

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
8	1 - Page 45	Account Reconcile Record (bankstmts)	5 Yrs	6/11-5/14	4	
8	5 - Page 46	Purchase Orders	5 Yrs	7/13-6/14	4	
8	5(A) - Page 51	Principal Monthly Utility Reports	5 Yrs	7/13-6/14	1	
8	7 - Page 10	Licenses & Permits (Dog Licenses)	3 Yrs	1/04-12/15	.25	
8	3 - Page 125	Utility Customer Payment Coupons	1 Yr	11/06-12/16	1	
8	18 - Page 78	Requisition for Hiring	2 Yrs	12/14-5/15	.25	
8	19 - Page 78	Time Sheet Records	3 Yrs	7/15-9/16	3	
8	3 - Page 80	Employee I-9's	3 Yrs paid OR 7 Yrs unpaid	1/16-12/18	.5	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Manager

Name: Lorrie Pearce Date:

Signature:

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Name and Title: Robert Hutchings/Meter Reader

Signature:

Claims

03/04/20
15:39:15

CITY OF MILES CITY
Claim Details
For the Accounting Period: 2/20

Page: 1 of 16
Report ID: AP100

* Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
132434	82629S	3039 UTILITIES UNDERGROUND LOCATION		32.97					
1	0015090	01/30/20 January Locates		16.49		27226	5210 23 430550	220	101000
2				16.48		27226	5310 31 430630	220	101000
132444	82649S	371 GENERAL DISTRIBUTING CO.		26.19					
1	00835576	01/20/20 O2 on Account # 47473		26.19		27097	5510 10 420730	222	101000
132471	-99810C	4003 SHI INTERNATIONAL CORP		273.03					
1	B11117500	01/06/20 Microsoft Office License		182.93		27106	1000 7 420460	210	101000
2				90.10			5510 10 420730	210	101000
132515	82650S	2910 TONGUE RIVER ELECTRIC		452.08					
1	TRECO22020	02/25/20 Southgate Lighting		401.84			2450 51 430263	341	101000
2	DTRECO0220	02/25/20 Garfield 911		50.24		26997	2850 105 420140	341	101000
132516	82623S	4019 WEX BANK		7,627.01					
1	63583299	02/29/20 FUEL		275.20			1000 13 460433	231	101000
2		02/29/20 FUEL		0.00			1000 201 431200	370	101000
3		02/29/20 FUEL		1,202.81			2510 107 430220	231	101000
4		02/29/20 FUEL		300.70			2520 108 430220	231	101000
5		02/29/20 FUEL		0.00			6040 910 430220	231	101000
6		02/29/20 FUEL		86.20			5210 22 430530	231	101000
7		02/29/20 FUEL		86.20			5210 80 430540	231	101000
8		02/29/20 FUEL		86.20			5310 33 430640	231	101000
9		02/29/20 FUEL		107.73			5310 32 430690	231	101000
10		02/29/20 FUEL		568.91			1000 7 420460	231	101000
11		02/29/20 FUEL		1,105.13			5510 10 420730	231	101000
12		02/29/20 FUEL		2,490.36			1000 5 420140	231	101000
13		02/29/20 FUEL		79.01			1000 21 440600	231	101000
14		02/29/20 FUEL		0.00			1000 5 420160	231	101000
15		02/29/20 FUEL		597.43			5210 23 430550	231	101000
16		02/29/20 FUEL		597.42			5310 31 430630	231	101000
17		02/29/20 FUEL		43.71			5610 87 430300	231	101000
132517	82651S	1535 LUCAS & TONN PC		1,307.50					
1	LTPC022020	02/23/20 Westlaw - Professional Ser		100.00*		022020	1000 4 411100	350	101000
2	Shply22620	02/26/20 Prosecution Fees-Adam Fors		1,207.50*		26783	1000 4 411100	350	101000
132518	82652S	2914 TOURISM BUSINESS IMPROVEMENT		18,140.00					
1	TBID202003	02/29/20 TBID ~ Monthly Econolodge		974.00			7370 212500		101000
2		TBID ~ Monthly Best Western		4,674.00			7370 212500		101000
3		TBID ~ Monthly Town Pump		11,274.00			7370 212500		101000
4		TBID ~ Monthly Oyo Hotel		1,218.00			7370 212500		101000

03/04/20
15:39:15

CITY OF MILES CITY
Claim Details
For the Accounting Period: 2/20

Page: 2 of 16
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
132519	82653S	721 DALES CLEANING SERVICE	600.00					
1	DCS22820	02/27/20 City Hall ~ Feb Cleaning	600.00		27332	1000 8 411230	360	101000
132520	82639S	2450 POSTMASTER (UTILITIES)	1,093.82					
1	USPS022020	02/29/20 Water/Sewer Postage	546.91			5210 25 430510	311	101000
2	USPS022020	02/29/20	546.91			5310 29 430610	311	101000
132521	82624S	394 BOSS INC	1,076.62					
1	02/21/20	Finance	123.55			1000 3 410500	210	101000
2	02/21/20		125.97			5210 25 430510	210	101000
3	02/21/20		125.97			5310 29 430610	210	101000
5	02/21/20	City Attorney	175.41			1000 4 411100	210	101000
6	02/21/20		60.97			1000 4 411100	214	101000
7	02/21/20	Police	342.12			1000 5 420140	210	101000
8	02/21/20		0.00			1000 5 420140	220	101000
9	02/21/20	Dispatch	87.63			1000 5 420160	210	101000
10	01/13/20	RSVP	35.00			2985 15 450330	220	101004
132522	82654S	3292 MONTANA AIR CARTAGE	462.72					
1	YNZ213120	02/01/20 Partners Program crate deli	336.00		27353	2880 39 460100	311	101020
2	766464	01/07/20 Delivery Charge	84.48		27179	5210 80 430540	352	101000
3	771902	01/14/20 Invoice # 771906	42.24			5310 33 430640	352	101000
132523	82625S	2830 STAR PRINTING & SUPPLY	601.42					
1	278789	02/22/20 CityMC	15.23		25998	1000 3 410500	210	101000
2	02/22/20		15.24			5210 25 430510	210	101000
3	02/22/20		15.23			5310 29 430610	210	101000
4	02/23/20	City Court	0.00			1000 6 410300	210	101000
5	279103	02/05/20 MCFIRE	36.12		27098	1000 7 420460	210	101000
6	02/05/20		17.80		27098	5510 10 420730	214	101000
7	02/22/20		0.00			1000 7 420460	220	101000
8	02/22/20		0.00			5510 10 420730	220	101000
9	279264	02/11/20 RSVP	203.88		26594	2985 15 450330	220	101004
10	278784	02/22/20	297.92		26594	2985 15 450340	210	101000
11	279222	02/25/20 Library	0.00			2220 16 460100	320	101000
12	02/10/20	Public Works	0.00			6040 910 430220	220	101000
132524	82628S	572 VERIZON WIRELESS	202.80					
1	9844783084	02/07/20 MDT Fees & Officer Cell's	202.80		27512	1000 5 420140	220	101000

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
132525	82655S 1721 MID RIVERS TELEPHONE CORP	3,111.37							
1	CITY COURT	119.20			1000 6 410300	345		101000	
2		30.15			1000 6 410300	347		101000	
3	LIBRARY	107.16			2220 16 460100	345		101000	
4		148.50			2220 16 460100	347		101000	
5	CITY POOL	0.00			1000 14 460445	345		101000	
6	911 EMERGENCY	355.51			2850 105 420140	345		101000	
7	RSVP	120.98			2985 15 450330	345		101004	
8	AIRPORT	55.39			5610 87 430300	345		101000	
9		132.45			5610 87 430300	319		101000	
10		14.60			5610 87 430300	347		101000	
11	MAYOR	30.52			1000 1 410200	345		101000	
12	FINANCE	46.90			1000 3 410500	345		101000	
13		19.52			1000 3 410500	347		101000	
14	ATTORNEY	0.03			1000 4 411100	345		101000	
15	POLICE	307.60			1000 5 420140	345		101000	
16		65.60			1000 5 420140	347		101000	
17	PD/DISPATCH	305.62			1000 5 420160	345		101000	
18	FIRE	156.33			1000 7 420460	345		101000	
19		135.60			1000 7 420460	347		101000	
20	TREASURER	0.03			1000 9 410540	345		101000	
21	PARK DEPT	35.19			1000 13 460433	345		101000	
22		37.60			1000 13 460433	347		101000	
23	ANIMAL CONTROL	28.13			1000 21 440600	345		101000	
24	PLANNING	72.06			1000 36 411020	345		101000	
25	BUILDING INSPECTION	14.40			2394 18 420531	345		101000	
26	MMD #204	61.97			2510 107 430220	345		101000	
27	MMD #205	27.29			2520 108 430220	345		101000	
28	WATER PLANT	70.74			5210 22 430530	345		101000	
29		80.20			5210 22 430530	347		101000	
30	WATER LINES	31.45			5210 23 430550	345		101000	
31		11.40			5210 23 430550	347		101000	
32	WATER ADMIN	41.63			5210 25 430510	345		101000	
33		19.60			5210 25 430510	347		101000	
34	WASTE WATER ADMIN	41.61			5310 29 430610	345		101000	
35		19.51			5310 29 430610	347		101000	
36	SEWER LINES	31.44			5310 31 430630	345		101000	
37		11.40			5310 31 430630	347		101000	
38	WWTP	29.48			5310 33 430640	345		101000	
39		45.60			5310 33 430640	347		101000	
40	AMBULANCE	103.92			5510 10 420730	345		101000	
41		28.24			5510 10 420730	347		101000	
42	CITY SHOP	32.47			6040 910 430220	345		101000	
43		50.43			6040 910 430220	347		101000	

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
44		HISTORICAL PRESERVATION	0.00*			2935 11 460461	345	101000
45			1.27			2935 11 460461	347	101000
46		URBAN RENEWAL	14.40			2310 11 460462	345	101000
47			18.25			2310 11 460462	347	101000
132526	82656S	316 DATA IMAGING SYSTEMS, INC	1,442.00					
1		02/29/20 Managed Services	222.81			1000 3 410500	360	101000
2		02/29/20 Managed Services	139.45*			5210 25 430510	360	101000
3		02/29/20 Managed Services	139.45*			5310 29 430610	360	101000
4		02/29/20 Managed Services	74.27			1000 1 410200	360	101000
5		02/29/20 Managed Services	74.27			1000 36 411020	360	101000
6		02/29/20 Managed Services	160.43			5210 23 430550	360	101000
7		02/29/20 Managed Services	160.43			5310 31 430630	360	101000
8		02/29/20 Managed Services	105.47			2510 107 430220	360	101000
9		02/29/20 Managed Services	56.45			2520 108 430220	360	101000
10		02/29/20 Managed Services ~ Treasurer	74.27			1000 9 410540	360	101000
11		02/29/20 Managed Service ~ TIF District	74.27*			2310 11 460462	360	101000
12		02/29/20 Managed Service ~ Hist Pres	0.00*			2935 11 460461	360	101000
13		02/29/20 Managed Services ~ Building In	160.43			2394 18 420531	360	101000
132527	82616S	1921 MONTANA MUNICIPAL INTERLOCAL	213.25					
1		February20 02/05/20 February Retiree Premiums	213.25			1000 362022		101000
132528	82657S	1286 DENNIS HIRSCH	12,758.26					
1		Feb 2020 02/29/20 February Permits	12,758.26		27335	2394 18 420531	350	101000
132529	82617S	498 CENTURY LINK	1,941.84					
1		406896217 01/21/20 9-1-1 Phone System	1,941.84		26989	2850 105 420140	345	101000
132530	82658S	4022 MARILYNN FORMAN	350.00					
1		02292020 02/20/20 February PD Cleaning	350.00		27505	1000 5 420140	350	101000
132531	-99809E	373 MASTERCARD	18,339.59					
1		01/21/20 02/20/20	26.74			1000 3 410500	210	101000
2		02/20/20	156.63			1000 5 420140	210	101000
3		02/20/20	1,270.19*			1000 5 420140	214	101000
4		02/20/20	499.39			1000 5 420140	220	101000
5		02/20/20	932.55			1000 5 420140	230	101000
6		02/20/20	29.95			1000 5 420140	311	101000
7		02/20/20	250.86			1000 5 420140	370	101000
14		02/20/20	223.08			1000 7 420460	210	101000
15		02/20/20	108.63			1000 7 420460	220	101000
16		02/20/20	105.00			1000 7 420460	223	101000
17		02/20/20	59.11			1000 7 420460	230	101000
18		02/20/20	59.62			1000 7 420460	345	101000

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
19	02/20/20		128.50			1000 13 460433	220	101000
20	02/20/20		329.90			1000 13 460433	226	101000
21	02/20/20		441.09			1000 13 460433	230	101000
22	02/20/20		580.83*			1000 13 460433	363	101000
23	02/20/20		10.87			1000 36 411020	210	101000
24	02/20/20		30.00			1000 36 411020	334	101000
25	02/21/20		97.10			1000 201 431200	210	101000
26	02/20/20		6.85			1000 201 431200	311	101000
27	02/20/20		144.83			1000 201 431200	350	101000
29	02/20/20		84.84			2220 16 460100	311	101000
30	02/20/20		167.23			2220 16 460100	382	101000
31	02/20/20		63.06			2394 18 420531	210	101000
32	02/20/20		2.55			2394 18 420531	311	101000
33	02/20/20		100.00			2394 18 420531	334	101000
34	02/20/20		82.34			2510 107 430220	210	101000
36	02/20/20		47.20			2510 107 430220	220	101000
37	02/20/20		67.34			2510 107 430220	230	101000
40	02/20/20		29.68			2510 107 430220	242	101000
42	02/20/20		115.86			2510 107 430220	350	101000
43	02/20/20		702.45			2510 107 430220	363	101000
46	02/20/20		20.59			2520 108 430220	210	101000
47	02/20/20		11.80			2520 108 430220	220	101000
48	02/20/20		16.82			2520 108 430220	230	101000
49	02/20/20		7.44			2520 108 430220	242	101000
50	02/20/20		28.97			2520 108 430220	350	101000
52	02/20/20		175.60			2520 108 430220	363	101000
54	02/20/20		260.01			2850 105 420140	370	101000
55	02/20/20		14.99			2985 15 450340	210	101000
56	02/20/20		37.22			5210 22 430530	220	101000
57	02/20/20		40.90			5210 22 430530	226	101000
58	02/20/20		348.25			5210 22 430530	230	101000
59	02/20/20		6.79			5210 22 430530	311	101000
60	02/20/20		3.14			5210 22 430530	363	101000
61	02/20/20		73.75			5210 22 430530	382	101000
62	02/20/20		46.58			5210 23 430550	210	101000
63	02/20/20		19.99			5210 23 430550	214	101000
65	02/20/20		1,902.76			5210 23 430550	220	101000
66	02/20/20		27.99			5210 23 430550	226	101000
67	02/20/20		522.93			5210 23 430550	230	101000
68	02/20/20		748.58			5210 23 430550	235	102270
69	02/20/20		72.41			5210 23 430550	350	101000
70	02/20/20		388.34			5210 23 430550	363	101000
71	02/20/20		171.45			5210 23 430550	400	101000
72	01/21/20 02/20/20		26.75			5210 25 430510	210	101000
73	02/20/20		22.73			5210 80 430540	210	101000

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
74	02/20/20		37.21			5210 80 430540	220	101000
75	02/20/20		11.89			5210 80 430540	222	101000
76	02/20/20		34.10			5210 80 430540	226	101000
79	02/20/20		2,674.25*			5210 80 430540	230	101000
80	02/20/20		73.75			5210 80 430540	382	101000
86	02/20/20		26.75			5310 29 430610	210	101000
87	02/20/20		47.02			5310 31 430630	210	101000
88	02/20/20		402.04			5310 31 430630	220	101000
91	02/20/20		43.56			5310 31 430630	230	101000
92	02/20/20		72.41			5310 31 430630	350	101000
93	02/20/20		388.34			5310 31 430630	363	101000
94	02/20/20		171.45			5310 31 430630	400	101000
95	02/20/20		69.94			5310 32 430690	210	101000
96	02/20/20		34.09			5310 32 430690	226	101000
97	02/20/20		44.99			5310 33 430640	210	101000
98	02/20/20		95.46			5310 33 430640	220	101000
99	02/20/20		692.16			5310 33 430640	222	101000
100	02/20/20		40.90			5310 33 430640	226	101000
101	02/20/20		148.33			5310 33 430640	230	101000
102	02/20/20		120.26			5310 33 430640	363	101000
105	02/20/20		453.41			5510 10 420730	222	101000
106	02/20/20		29.36			5510 10 420730	345	101000
113	02/20/20		60.29			5610 87 430300	210	101000
114	02/20/20		2.58			5610 87 430300	220	101000
115	02/20/20		463.15*			5610 87 430300	230	101000
116	02/20/20		125.41			5610 87 430300	345	101000
119	02/20/20		25.44			6040 910 430220	210	101000
132532	-99806C	4187 MONTANA COMMUNITY DEVELOPMENT	1,162.96					
1	RLF190018	02/08/20 Fire Training Center Paymen	493.43			1000 7 490500	654	101000
2			669.53			1000 7 490500	655	101000
132533	82618S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	167.00					
1		City Hall Rugs	85.00			1000 8 411230	220	101000
2		City Hall Rugs	0.00			2510 107 430220	226	101000
3			0.00			2520 108 430220	226	101000
4		Shop	20.50			6040 910 430220	220	101000
5		WWTP	15.00			5310 33 430640	360	101000
6		WWTP	19.50			5210 80 430540	360	101000
7		PD	27.00			1000 5 420140	360	101000

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$							Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account			
132534	82659S 395 VA MONTANA HEALTHCARE SYSTEM	417.50								
1	436K0081I4 02/01/20 March Rent ~ RSVP	417.50		27451	2985 15 450340	530				101000
132535	-99804E 1970 MONTANA DAKOTA UTILITIES	42,421.73								
1	GAS/ELECTRIC ~ FD	486.52			1000 7 420460	341				101000
2	GAS/ELECTRIC ~ FD	368.20			1000 7 420460	344				101000
3	GAS/ELECTRIC ~ City Hall	326.68			1000 8 411230	341				101000
4	GAS/ELECTRIC ~ City Hall	372.92			1000 8 411230	344				101000
5	GAS/ELECTRIC ~ Parks	570.92			1000 13 460433	341				101000
6	GAS/ELECTRIC ~ Parks	391.33			1000 13 460433	344				101000
7	GAS/ELECTRIC ~ Bath House	96.80			1000 14 460445	341				101000
8	GAS/ELECTRIC ~ Animal Shelter	50.51			1000 21 440600	341				101000
9	GAS/ELECTRIC ~ Animal Shelter	64.11			1000 21 440600	344				101000
10	GAS/ELECTRIC ~ Library	468.94			2220 16 460100	341				101000
11	GAS/ELECTRIC ~ Library	292.18			2220 16 460100	344				101000
14	GAS/ELECTRIC ~ District 165	3,633.83			2400 46 430263	341				101000
15	GAS/ELECTRIC ~ Rental Fee	8,836.60			2400 46 430263	533				101000
16	GAS/ELECTRIC ~ District 167	512.75			2420 48 430263	341				101000
17	GAS/ELECTRIC ~ Rental Fee	1,054.80			2420 48 430263	533				101000
18	GAS/ELECTRIC ~ District 171	150.93			2430 49 430263	341				101000
19	GAS/ELECTRIC ~ District 172	1,415.67			2440 50 430263	341				101000
20	GAS/ELECTRIC ~ District 202	106.37			2470 72 430263	341				101000
21	GAS/ELECTRIC ~ Rental Fee	325.90			2470 72 430263	533				101000
22	GAS/ELECTRIC ~ District 173	129.55			2480 47 430263	341				101000
23	GAS/ELECTRIC ~ Sewer Lift	98.85			2510 107 430220	341				101000
28	GAS/ELECTRIC ~ Water Plant	5,022.68			5210 22 430530	341				101000
30	GAS/ELECTRIC ~ Water Plant	1,550.47			5210 22 430530	344				101000
31	GAS/ELECTRIC ~ Fish & Game	25.65			5210 23 430550	341				101000
32	GAS/ELECTRIC ~ Fish & Game	53.32			5210 23 430550	344				101000
33	GAS/ELECTRIC ~ Fish & Game	25.65			5310 31 430630	341				101000
34	GAS/ELECTRIC ~ Fish & Game	53.32			5310 31 430630	344				101000
35	GAS/ELECTRIC ~ Sewer Lift	1,845.22			5310 32 430690	341				101000
36	GAS/ELECTRIC ~ Sewer Lift	90.69			5310 32 430690	344				101000
38	GAS/ELECTRIC ~ Ambulance	239.64*			5510 10 420730	341				101000
39	GAS/ELECTRIC ~ Ambulance	181.35			5510 10 420730	344				101000
42	GAS/ELECTRIC ~ Shop	650.96			6040 910 430220	341				101000
43	GAS/ELECTRIC ~ Shop	252.42			6040 910 430220	344				101000
44	FISH & GAME ~ ELECTRIC	41.04			2510 107 430220	341				101000
45	FISH & GAME ~ ELECTRIC	85.32			2510 107 430220	344				101000
46	FISH & GAME ~ ELECTRIC	10.26			2520 108 430220	341				101000
47	FISH & GAME ~ ELECTRIC	21.33			2520 108 430220	344				101000
50	Airport Electric	1,099.71			5610 87 430300	341				101000
51	Airport Gas	846.57			5610 87 430300	344				101000
54	N Daly Sewer Treatment Plant	10,571.77			5310 33 430640	341				101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
132536	82660S	395 VA MONTANA HEALTHCARE SYSTEM	3,115.83					
1	436K008IIB	02/01/20 March Rent ~ MCPD	3,115.83		27514	1000 5 420140	530	101000
132537	82630S	872 EASTERN MONTANA IND	325.00					
1	435067	02/29/20 Library Cleaning Contract	325.00		27352	2220 16 460100	360	101000
132538	82661S	700 CUSTER COUNTY WATER & SEWER	13,676.89					
1	02282020	02/29/20 CCWSD Water/Sewer Collection	13,676.89			7980 211020		101000
132539	82662S	3292 MONTANA AIR CARTAGE	336.00					
1	YNZ13120	02/01/20 Partners Program crate deliv	336.00		27353	2880 39 460100	311	101020
132540	82663S	4186 BUCKY JOHNSON	32.00					
1	9265657470	02/27/20 Cell Phone Reimbursement	16.03		27229	5210 23 430550	345	101000
2			16.03			5310 31 430630	345	101000
132541	-99805C	278 TITAN MACHINERY	1,591.44					
1	13544423	01/28/20 Repair Sewer Camera	1,591.44		27224	5310 31 430630	360	101000
132542	-99811C	3029 US BANK TRUST - SPA LOCKBOX	18,921.18					
1	9999FY9H8	02/15/20 SID 211 ~ Principle	1,906.48			3670 110 490500	643	101000
2		SID 211 ~ Interest	760.83			3670 110 490500	644	101000
3	9999JH924	02/15/20 Flood Project ~ Principle	14,477.20			1000 201 490500	652	101000
4		Flood Project ~ Interest	1,776.67			1000 201 490500	653	101000
132543	82645S	286 STANLEY CHIROPRACTIC OFFICE	85.00					
1	280-CDL	01/30/20 CDL Physical (Troy Ask)	68.00			2510 107 430220	350	101000
2			17.00			2520 108 430220	350	101000
132544	82631S	1810 MILES CITY VET SERVICE	41.70					
1	225113	01/27/20 Vet Fee for K9 (Max)	41.70		26849	1000 5 420140	790	101080
132545	82619S	1426 KIWI PETES TREE SERVICE	4,500.00					
1	927137	01/31/20 604 Knight	4,500.00		27320	2510 107 430220	350	101000
132546	82626S	1737 MC AREA SOLID WASTE DISTRICT	109.00					
1	7906A	02/04/20 Demo ~ Public Utilities	6.00		27227	5210 23 430550	220	101000
2	7906A	02/04/20 Demo ~ Public Utilities	6.00		27227	5310 31 430630	220	101000
3	7906A	02/04/20 Demo ~ Water Plant/Pub Utiliti	48.50		27215	5210 22 430530	220	101000
4	7861A	01/07/20 Demo ~ Fish & Game ~ PW	14.50		27215	5310 31 430630	220	101000
5	7861A	01/07/20 Demo ~ Fish & Game ~ PW	16.00		27215	5210 23 430550	220	101000
6	7905A	02/05/20 Animal Disposal ~ Animal Contr	18.00		27502	1000 21 440600	220	101000

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Claim	Vendor #/Name/	Document \$/	Disc \$							Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account		
132547	82647S 4242 AMTOPP	115.00								
1	656 02/03/20 Membership Dues	115.00		27323	1000 13 460433	334		101000		
132549	82620S 2831 MILES CITY STAR PUBLISHING	411.50								
1	221765 01/17/20 Ordinance 1336	137.16		25997	1000 3 410500	330		101000		
2	222150 01/31/20 Audit Introduction	137.17			5210 25 430510	330		101000		
3	222149 01/31/20 Resolution 4303	137.17			5310 29 430610	330		101000		
132550	82621S 4008 PITNEY BOWES	274.17								
1	3310493428 01/17/20 Quarterly Charges	91.39		17155	1000 3 410500	220		101000		
2		91.39			5210 25 430510	220		101000		
3		91.39			5310 29 430610	220		101000		
132551	82622S 999999 WILCOXSONS ICE CREAM	869.00								
	Original claim 131865 from 8/19 was cancelled and this is to reissue a new check to the vendor. (Cancelled check number 82015).									
1	826656 08/20/19 Ice Cream ~ Fair	869.00		26553	2985 15 450351	220		101008		
132552	82664S 4243 MONTANA CHAPTER OF ICC	100.00								
1	2020 membe 02/06/20 Annual Chapter Dues	100.00		27322	2394 18 420531	334		101000		
132553	82641S 999999 BERT ELWOOD	91.50								
1	03/03/20 02/10/20 Travel Advance ~ Billings	22.25		27181	5210 22 430530	370		101000		
2		33.60			5210 80 430540	370		101000		
3		22.25			5310 33 430640	370		101000		
4		13.40			5310 32 430690	370		101000		
132554	82642S 999999 JAMES GOODSELL	91.50								
1	03/03/20 02/10/20 Travel Advance ~ Billings	22.25		27180	5210 22 430530	370		101000		
2		33.60			5210 80 430540	370		101000		
3		22.25			5310 33 430640	370		101000		
4		13.40			5310 32 430690	370		101000		
132555	82665S 660 CUSTER COUNTY CLERK & RECORDER	9,858.74								
1	2019 Elect 02/10/20 Election Cost	9,858.74		26781	1000 301 410600	300		101000		
132556	-99803C 4010 FELT, MARTIN, FRAZIER & WELDON,	165.00								
1	1447 02/10/20 Labor 2020	165.00		26782	1000 3 411101	350		101000		

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132557	82666S	1050	FRANKS BODY SHOP	126.50					
1	50080	02/10/20	PD Tow- 1992 Toyota Corola	126.50		27506	1000 5 420140	220	101000
132558	82667S	288	MILES CITY AREA CHAMBER OF	59.31					
1	7123574	02/10/20	Volunteer Appreciation Invite	59.31		26599	2985 15 450330	311	101004
132559	82668S	999999	RAY EMELINE	150.00					
1	15737	02/06/20	Steel Boots	40.90		27183	5210 22 430530	226	101000
2				34.10			5210 80 430540	226	101000
3				40.90			5310 33 430640	226	101000
4				34.10			5310 32 430690	226	101000
132560	82669S	2847	STEADMANS ACE HARDWARE	2.77					
1	404278	01/30/20	Key Made	2.77*		1091	5610 87 430300	230	101000
132561	82670S	2153	JOHN MUGGLI CONTRACTING LLC	1,500.00					
1	182685	02/06/20	Crane Rental ~ Tree-604 Knight	1,500.00		27324	2510 107 430220	350	101000
132562	82671S	4236	STITCHING 4U, LLC	16.00					
1	9840	09/19/19	2 Hats/Accountability Vests	16.00		27112	1000 7 420460	241	101000
132563	82632S	4013	SOLESTONE REIMB SERVICES	7,393.94					
1	11051	01/10/20	December Billing	2,424.99		27107	5510 10 420730	350	101000
2	11089	02/07/20	January Billing	4,968.95		27114	5510 10 420730	350	101000
132564	82627S	2831	MILES CITY STAR PUBLISHING	159.60					
1	Carrier120	01/28/20	Star Subscription	53.20		26779	1000 3 410500	330	101000
2				53.20			5210 25 430510	330	101000
3				53.20			5310 29 430610	330	101000
132565	82672S	4056	SWANK MOVIE LICENSING USA	1,932.00					
1	2821938	02/01/20	Annual Movie Licensing Fee	1,932.00		27354	2880 41 460100	350	101030
132566	82673S	4244	JOHN T HRUBES	5,250.00					
NEED A W-9 AND PROOF OF INSURANCE AND WORKERS COMP OR EXEMPTION.									
1	1/15-1/31	01/31/20	Prosecution Contract(prorat	1,750.00*		27402	1000 4 411100	350	101000
2	2/1-2/29	02/29/20	Prosecution Contract- Februa	3,500.00*		27404	1000 4 411100	350	101000
132567	82674S	3229	ROLLING RUBBER / POINT S	85.45					
1	1043684	02/14/20	Alignment 2008 Ford Crown Vic	85.45		27511	1000 5 420140	230	101000

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132568	82633S	870 EAST MAIN ANIMAL CLINIC	204.53					
1	4881	02/02/20 Vet Services for Shelter Anima	204.53*		27507	1000 21 440600	350	101000
132569	82675S	1937 MONTANA AERONAUTICS DIVISION	418.20					
1	5697	02/07/20 T-10 Edge Light Bulbs	418.20*		1094	5610 87 430300	230	101000
132570	82634S	523 CITY SERVICE, INC.	702.00					
1	0411825	02/11/20 12 Cases 20W/50	702.00*		1094	5610 87 430300	250	101000
132571	82676S	313 FASTENAL	23.00					
1	MTMIE77712	02/11/20 Sanding Discs	23.00		27186	5210 80 430540	220	101000
132572	82677S	790 DPC INDUSTRIES	90.00					
1	DE72000009	01/31/20 Demurrage	50.00		27184	5210 80 430540	222	101000
2			40.00			5310 33 430640	222	101000
132573	82678S	2510 QUAD K SUPPLY	98.50					
1	56880	02/17/20 Cleaning Supplies	66.00		27119	1000 7 420460	230	101000
2			32.50			5510 10 420730	230	101000
132574	82679S	4141 Custom Auto & Accessories	210.00					
1	110915	01/29/19 Draw Tite	210.00		27121	1000 7 420460	360	101000
132575	82680S	4189 L.N. CURTIS AND SONS	84.05					
1	354235	01/20/20 Turnout Cleaner	84.05		27116	1000 7 420460	226	101000
132576	82681S	869 EAST MONT COMMUNICATIONS	5,889.00					
1	28655	01/27/20 5 Kenwood Radios (Portable)	5,580.00		27115	1000 7 420460	940	101000
2	28672	01/29/20 2 Plantronics Headset Cables	129.00		26993	1000 5 420160	214	101000
3		2 Hours Labor	180.00			2850 105 420140	350	101000
132577	82643S	999999 MICHAEL MORRIS	122.00					
1	Bozeman	02/19/20 Travel Advance ~ MNOA Meals	122.00		27508	1000 5 420140	370	101000
132578	82644S	999999 CHRIS FETTY	122.00					
1	Bozeman	02/19/20 Travel Advance ~ MNOA Meals	122.00		27508	1000 5 420140	370	101000
132579	82682S	999999 SAMANTHA MALENOVSKY	485.78					
1	KALISPELL	02/21/20 AMFM CONFERENCE	485.78		25345	1000 201 431200	370	101000

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132580	82635S 2125 MONTANA RURAL WATER SYSTEMS	555.00							
1	REG0220 02/21/20 MT RURAL WATER CONF~ ALLY	185.00		24750	1000 36 411020	380		101000	
2	MT RURAL WATER CONF~ SCOTT	185.00			5210 23 430550	380		101000	
3	MT RURAL WATER CONF~ TOM	148.00			2510 107 430220	380		101000	
4		37.00			2520 108 430220	380		101000	
132581	82636S 3286 WPCI	150.00							
1	0050229-IN 01/30/20 Random Pool Management	29.15			2510 107 430220	350		101000	
2		29.16			2520 108 430220	350		101000	
3		24.99			1000 13 460433	350		101000	
4		16.66			6040 910 430220	350		101000	
5		20.85			5210 23 430550	350		101000	
6		20.86			5310 31 430630	350		101000	
7		8.33			5610 87 430300	350		101000	
132582	82683S 4112 FARMERS BROTHERS COFFEE	287.06							
1	30299830 02/07/20 4 Cases of Coffee	274.08		1096	5610 87 430300	220		101000	
2	30301009 02/10/20 Freight	12.98		1096	5610 87 430300	220		101000	
132583	82684S 4171 FERGUSON WATERWORKS #1701	1,228.49							
1	0736816 02/20/20 Couplers & Bushings	377.44		27228	5210 23 430550	214		101000	
2	0736820 02/20/20 Meter Radios	851.05		27228	5210 23 430550	214		101000	
132584	82638S 1407 KADRMAS LEE & JACKSON INC	63,000.00							
1	10132307 01/29/20 Des Serv & AGIS for 18-2019	63,000.00*		1093	5610 87 430300	944		101000	
132585	82640S 2450 POSTMASTER (UTILITIES)	18.15							
1	USPS022020 02/29/20 Water/Sewer Add'l Postage	9.08			5210 25 430510	311		101000	
2	USPS022020 02/29/20	9.07			5310 29 430610	311		101000	
132586	82646S 671 CUSTER COUNTY TREASURER	101.98							
1	022720 02/27/20 License Plate for Elgin Broom	40.99		27334	2510 107 430220	363		101000	
2	Sweeper	10.00			2520 108 430220	363		101000	
3	022720 02/27/20 License Plate for Vactor	50.99*		27334	5310 31 430530	220		101000	
132587	82685S 4245 RANGE RIDERS MUSEUM	100.00							
1	578483 02/17/20 Hall Rent ~ Soup Supper	100.00		27450	2985 15 450351	220		101008	
132588	82686S 4045 LAND SOLUTIONS, INC.	1,034.00							
1	LS022020 02/26/20 Cowtown Lease	1,034.00		27600	1000 36 411020	350		101000	

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132589	82687S	4038 BOBCAT OF MILES CITY		3,100.00					
1	01-47439	02/18/20 Unit 41 ~ Snow Pusher		2,480.00		26474	2510 107 430220	214	101000
2				620.00			2520 108 430220	214	101000
132590	82648S	2125 MONTANA RURAL WATER SYSTEMS		370.00					
1	REG0220	02/28/20 MT RURAL WATER CONF~ DAVE H		145.00		27182	5210 22 430530	380	101000
2		MT RURAL WATER CONF~ TONY S		109.00			5210 80 430540	380	101000
3				43.00			5310 32 430690	380	101000
4				73.00			5310 33 430640	380	101000
132591	82688S	979 FIREMANS COMPANY		1,505.50					
1	10385	02/13/20 Annual Service ~ Fire Extingui		332.21		27325	2510 107 430220	363	101000
2				83.05			2520 108 430220	363	101000
3				138.42			5210 23 430550	363	101000
4				138.42			5310 31 430630	363	101000
5				107.40			1000 13 460433	360	101000
6				123.00			1000 8 411230	360	101000
7	10386	02/13/20 Annual Service ~ Fire Alarm Sy		583.00		27325	1000 8 411230	360	101000
132592	82689S	2865 DEPT OF ENVIRONMENTAL QUALITY		3,090.00					
1	Open Minin	02/10/20 Annual Report ~ Gravel 201		90.00		27327	2510 107 430233	230	101000
2	5L2001386	03/01/20 WWTP Outfall Charge		3,000.00		27235	5310 33 430640	220	101000
132594	82690S	1321 HOLMLUND MOBILE LOCK & KEY		125.00					
1	34291	02/04/20 Re-Key FWP		50.00		27329	2510 107 430220	220	101000
2				12.50			2520 108 430220	220	101000
3				31.25			5210 23 430550	220	101000
4				31.25			5310 31 430630	220	101000
132595	82691S	4134 FICKLER OIL COMPANY, INC		2,790.68					
1	66749	01/23/20 Barrel		1,116.27		26481	2510 107 430220	231	101000
2				279.07			2520 108 430220	231	101000
3	66818	02/19/20 Oil		697.67		26481	5210 23 430550	231	101000
4				697.67			5310 31 430630	231	101000
132596	82692S	2903 TIRE-RAMA		760.04					
1	1060223471	02/13/20 Unit 74 ~ WWTP		760.04		26482	5310 33 430640	363	101000
132597	82693S	1407 KADRMAS LEE & JACKSON INC		26,796.75					
1	10133660	02/24/20 Darling Phase III Engineerin		8,898.50		27231	2510 107 430236	350	101000
2				6,317.94			5210 23 430550	940	101000
3				2,580.56			5310 31 430630	940	101000
4	10133668	02/24/20 Stormwater/Slough		3,915.50		25346	1000 201 431200	350	101000
5				3,132.40*			2510 107 430235	350	101000

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6			783.10			2520 108 430235	350			101000
7	10133669	02/24/20 GR/Public Involvement/Outrea	315.75		25346	1000 201 431200	350			101000
8	10132701	02/12/20 GIS Data Maint ~ Dispatch	853.00		26995	2850 105 420140	350			101000
132598	82694S	1120 GLADER ELECTRIC CO	701.23							
1	89363	01/10/20 Park ~ Lamps	135.00		27326	1000 13 460433	230			101000
2	89284	02/07/20 US Bank ~ Light	102.50		27338	2440 50 430263	360			101000
3	89564	02/12/20 City Hall ~ Lights	294.00			1000 8 411230	220			101000
4	89427	02/25/20 Park Shop ~ Receptacle	4.23			1000 13 460433	230			101000
5			87.50			1000 13 460433	350			101000
6	89574	02/27/20 City Shop ~ Lights	78.00			6040 910 430220	220			101000
132599	82695S	999999 CODY BECKNAL	96.30							
1	Feb Refund	02/28/20 Water Deposit Refund	96.30			5210 214010				101000
132600	82696S	999999 MATT ROOS	34.88							
1	Feb Refund	02/28/20 Water Deposit Refund	34.88			5210 214010				101000
132601	82697S	999999 TRACEE RAYMOND	43.72							
1	Feb Refund	02/28/20 Water Deposit Refund	43.72			5210 214010				101000
132602	82698S	999999 ALIX RUFF	33.17							
1	Feb Refund	02/28/20 Water Deposit Refund	33.17			5210 214010				101000
132603	82699S	902 ENERGY LABORATORIES INC	331.75							
1	294903	02/06/20 Bacti's, TOC's, Flouride	289.75		27188	5210 80 430540	352			101000
2	297397	02/20/20 Ammonia & Nitrogen	42.00			5310 33 430640	352			101000
132604	82700S	523 CITY SERVICE, INC.	876.00							
1	M16671	02/28/20 Propane ~ WWTP	876.00		27187	5310 33 430640	231			101000
132605	82701S	2560 REGAN PLUMBING & HEATING	34.05							
1	220-10840	02/20/20 PVC Pipe ~ Water Plant	34.05		27189	5210 22 430530	230			101000
132606	82702S	4142 CORE & MAIN	414.16							
1	982930	02/27/20 Macro Coupler ~ Water Line Rep	414.16		27233	5210 23 430550	230			101000
132607	82703S	999999 ALLY CAPPS	83.00							
1	Great Fall	02/28/20 Travel Advance ~ Rural Wat	83.00		27601	1000 36 411020	370			101000

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132608		82704S 999999 TOM SPEELMON	83.00					
1		Great Fall 02/28/20 Travel Advance ~ Rural Wat	41.50		27232	5210 23 430550	370	101000
2			41.50			5310 31 430630	370	101000
132609		82705S 999999 TONY SHIPP	83.00					
1		Great Fall 02/28/20 Travel Advance ~ Rural Wat	20.25		27191	5210 22 430530	370	101000
2			30.35			5210 80 430540	370	101000
3			12.15			5310 32 430690	370	101000
4			20.25			5310 33 430640	370	101000
132610		82706S 999999 DAVID HARRIS	83.00					
1		Great Fall 02/28/20 Travel Advance ~ Rural Wat	20.25		27190	5210 22 430530	370	101000
2			30.35			5210 80 430540	370	101000
3			12.15			5310 32 430690	370	101000
4			20.25			5310 33 430640	370	101000
132611		82707S 999999 SCOTT GRAY	83.00					
1		Great Fall 02/28/20 Travel Advance ~ Rural Wat	66.40		27330	2510 107 430220	370	101000
2			16.60			2520 108 430220	370	101000
132612		82708S 999999 SCOTT DENSON	33.59					
1		Nov-Feb 03/02/20 DAV Driver Meals	33.59		27455	2985 15 450330	379	101000
132613		82709S 4225 VEHICLE SERVICES BUREAU	10.30					
1		2004Envoy 03/02/20 Title Replacement	10.30		26784	1000 3 410500	390	101000
132614		82710S 1426 KIWI PETES TREE SERVICE	3,000.00					
1		927140 02/25/20 10th & Orr ~ Tree Removal	3,000.00		27328	2510 107 430220	350	101000
132615		82711S 4218 CUSTER COUNTY TRANSIT	17.00					
1		03012020 02/28/20 Volunteer Driver	17.00		27456	2985 15 450330	379	101004
132616		82712S 4246 MACOP	100.00					
1		2020 03/03/20 2020 Annual Membership	100.00*		27516	1000 5 420140	334	101000
132617		82713S 800 DOEDEN CONSTRUCTION	9,740.33					
1		Salt 02/19/20 INV #'s 84788 & 84789	110.84		27337	2510 107 430220	220	101000
2		Sand 84799-84802, 84804-84807	27.71			2520 108 430220	220	101000
3		Gravel 84809-84812, 84818-84820	9,601.78			2520 108 430233	350	101000

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132618	82714S	2170	NALCO CHEMICAL CO	47.50					
1	68939005	02/24/20	S0275 H-2 Chemical	47.50		27193	5210 80 430540	222	101000
# of Claims				105	Total:	314,998.43			
Total Electronic Claims				82,874.93	Total Non-Electronic Claims	232123.50			