



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
City Council Chambers*

*June 9, 2020  
6:00 p.m.*

During the COVID-19 emergency, City of Miles City-City Council will be meeting by remote means. To attend the meetings by mobile phone, please log on to zoom.us and download the Zoom app from its "Download Center". The meeting information will be posted on the City of Miles City's website at [miles-city-mt.org](http://miles-city-mt.org). If you would like to receive a personal invite, please email your email address to the City Clerk at the address below. Documents for the meetings can be accessed by calling 874-8602 or emailing [cityclerk@miles-city-mt.org](mailto:cityclerk@miles-city-mt.org) with the request.

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

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

- |                                 |            |
|---------------------------------|------------|
| A. Regular City Council Meeting | 05/26/2020 |
| B. Finance Committee Meeting    | 05/22/2020 |

### 2. SCHEDULE MEETINGS

### 3. REQUEST OF CITIZENS & PUBLIC COMMENT

### 4. APPOINTMENTS

### 5. PROCLAMATIONS

### 6. STAFF REPORTS

Dennis Hirsch- Presentation of Awards

### 7. CITY COUNCIL COMMENTS

### 8. MAYOR COMMENTS

### 9. COMMITTEE RECOMMENDATIONS

### 10. BID OPENINGS

### 11. BID AWARDS

Janitorial Bids- City Hall, Police Department

### 12. PUBLIC HEARINGS

### 13. UNFINISHED BUSINESS

### 14. NEW BUSINESS

- A. **RESOLUTION NO. 4326- A Resolution Authorizing the City of Miles City to Enter Into Sales Agreements With Ritchie Bros. Auctioneers (America) Inc. For the Sale of City Owned Equipment**

**B. Approval of May claims**

**15. ADJOURNMENT**

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

# Minutes

**REGULAR COUNCIL MEETING May 26, 2020**  
**6:00 p.m.**

**CALL TO ORDER**

The Regular Council meeting was held Tuesday, May 26, 2020, by remote means Zoom.us. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Ken Gardner, Austin Lott, Rick Huber, Kathy Wilcox and Curtis Reese.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Police Chief Doug Colombik, Fire Chief Branden Stevens, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, Public Utilities Director Tom Speelmon 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: 05/12/2020**

\*\* *Councilperson Gardner moved to approve the minutes of the Regular Council Meeting of May 12 2020, and seconded by Councilperson Kassner. The motion passed by unanimous consent, 7-0.*

**Human Resource Minutes: 5/07/2020**

\*\* *Councilperson Andrews moved to approve the minutes of the Human Resource Committee Meeting of May 07, 2020, and seconded by Councilperson Reese. The motion passed by unanimous consent, 7-0.*

**Public Safety Minutes: 5/19/2020**

\*\* *Councilperson Lott moved to approve the minutes of the Public Safety Committee Meeting of May 19, 2020, and seconded by Councilperson Gardner. The motion passed by unanimous consent, 7-0.*

**SCHEDULE MEETINGS**

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

None

## **REQUEST OF CITIZENS & PUBLIC COMMENT**

Representative for the Veterans of Foreign Wars Club, Harvey Wolff expressed his concerns on handling the fireworks display, if it is approved. His concerns were:

- How to monitor social distancing
- Would it be in the Riverside Park as usual. Suggestions were to watch the fireworks in parked cars or move the location to Spotted Eagle or the County fairgrounds
- Trying to work with the company where the fireworks are purchased to hold on to them until needed

Resident Brandon Janshen said that there is an event form for review by the Health Board. Council thought that was a start, because at this time nobody really has the answers.

## **APPOINTMENTS**

None

## **PROCLAMATIONS**

None

## **STAFF REPORTS**

***Lorrie Pearce*** reported that MMIA's final rates for fiscal year 2021 have been received. They are as follows: Worker's Compensation had an overall decrease of 5.53 percent from last year's rate, Liability had a 1.9 percent decrease from last years rate, Property had a 3.73 percent increase for auto physical damage and 13.96 percent increase for Contractor Equipment and Real/Personal Property from last years rate. Health Insurance increased \$80 per employee/month.

***Branden Stevens***- Explained that a cot was purchased from the BNSF grant and has been installed. The ISO inspection is next Tuesday and has been working with the Custer County Water and Sewer District on the hydrant flushing agreement. Councilperson Reese said that he recently found out that his insurance company is offering to pay up to \$1,500 for reimbursement to the fire department if a fire broke out at his property. Councilperson Gardner asked if there were any more Covid-19 cases. Chief Stevens replied that as of today there are no new cases.

***Scott Gray*** reported that phase II of the Covid-19 reopening starts June 1st, which means the Oasis will be open by the end of the first week in June. Attendance will be limited to 50 people, including the lifeguards. The frog pool will not be opened in phase II, maybe phase III. Strevell Street has a few punch list items left to be completed and then it will be opened. Phase III on the Darling Street project started

last week with water and sewer installations. He added that Dianna Larson is retiring after 27 years with the City. He thanked Dianna for her service and announced that there will be cake in the conference room, Friday at 1p.m.

### **CITY COUNCIL COMMENTS**

Austin Lott- The building inspector has agreed to reimburse the City for the overcharge of the plan reviews.

Kathy Wilcox- Will be absent for the June 9th Council meeting.

Rick Huber- Diamond J Construction has offered to install a snow fence for protection to a Daycare that is near the Phase III Darling project.

### **MAYOR COMMENTS**

Along with Dianna Larson retiring, Building Inspector Dennis Hirsch will not be renewing his contract for fiscal year 20-21.

### **COMMITTEE RECOMMENDATIONS**

Public Safety- Options for Housing the Police Department- Recommends to investigate the following: Retrofit City Hall for Police Department and find rental or buy a facility for present staff at City Hall. Buy or Lease the Wool house, Contractor Building on 7<sup>th</sup> Street, Rue 21 Building, or Purchase Man Camps.

\*\* Councilperson Andrews made a motion to move forward with the recommendations, and seconded by Councilperson Wilcox.

The following was discussed:

- Police department would need to be in city limits
- The police department is on limited time, approximately six months to a year. The city cannot afford to wait another two years to decide as to where the department will move. If the Police Department moved into City Hall where would the present staff go?
- How much work is needed on City Hall? Minimum, and Chief Colombik felt that City Court would need to move because of security issues. The Court could meet in the Courthouse, room 2
- Another option is the 519 building, but renovation money would be needed for offices, ground floor access for paying water bills and does the building have a working elevator?
- Recommendation was made to move before winter. The City needs to have a three-month plan and decision on the recommendation of the move by the end of November
- Mayor Hollowell will set up a meeting with Hardesty Real Estate for all Directors and Council Members to look at the buildings before the next Public Safety meeting

- An architectural stamp will be needed, and Brandon Janshen volunteered to join the tour
- If options for the fire building are delayed, money will need to be accessible to repair that building because it floods really bad when it rains

*\*\* The motion passed unanimously 7-0*

Human Resources- To keep the Building Inspector as a contracted position

**\*\*** Councilperson Wilcox moved to keep the building inspector as a contracted position, and seconded by Councilperson Andrews.

Councilperson Wilcox explained that the Human Resource Committee agreed to keep the position as a contracted position because it is reviewed annually. If the City ever felt the need to change it, the opportunity will always be there.

Councilperson Lott felt that if the position is kept as a contractor, and the position is paid on the cost of the permit issued, that person may approve the more expensive project instead of the smaller one. To avoid that, he thought the position should be a City staff member and paid on a salary basis. If the position is hired as a contractor, then the contract needs to be looked at.

Councilperson Andrews said if the position is kept as a contractor that the city could get rid of the person if they are not doing their job.

*\*\* The motion passed 6-1, with Councilperson Lott voting no*

## **BID OPENINGS**

Janitorial Bids for City Hall, Police Station and Library

Three bids were received:

1. Dale Cleaning for \$700 a month- City Hall
2. Samantha Malenovsky for \$700 a month- City Hall
3. Marilyn Forman for \$350 a month- Police Department

There were no bids received for the Library

**\*\*** Councilperson Lott moved to refer the bids to the finance committee for review, and seconded by Councilperson Reese.

*\*\* The motion passed 7-0*

## **BID AWARDS**

None

## **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 1341- An Ordinance Repealing Article III in Chapter 18, Including Sections 18-51, 18-52 and 18-53, of the Code of Ordinances of the City of Miles City, Pertaining to Police Advisory Committees**

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. 1341- *(Second Reading)* An Ordinance Repealing Article III in Chapter 18, Including Sections 18-51, 18-52 and 18-53, of the Code of Ordinances of the City of Miles City, Pertaining to Police Advisory Committees**

\*\* *Councilperson Wilcox moved to approve the Ordinance, read by title only and seconded by Councilperson Lott. On roll call vote, the motion passed, 7-0. Ordinance No. 1341 passed.*

- B. **Approve Selling Leased Land Near Airport to Lessee**

\*\* Councilperson Lott moved to approve selling the leased land to the lessee, and seconded by Councilperson Reese.

Issues discussed were:

- Will the City keep the mineral rights, Attorney Rice said that the mineral rights would be reserved by the City
- If the sale is approved, then Council would need to approve a contract
- There were concerns on selling City property, and how much it would be appraised in the future. The money on the sell would go into the Airport fund
- The property was appraised from \$1,500 to \$8,000 and Council felt that the \$4,000 that Mr. Holmen has put into the property was a substantial improvement, which means the sale does not have to go through the bidding process
- The area is a ravine and not worth much to anybody else. How much does the City think the land is worth? It is the desire of the Airport Board to sell the property.



Council unanimously voted yes that the improvements completed are considered as substantial. 7-0

\*\* Councilperson Reese moved to sell the land for \$5,000, and seconded by Councilperson Gardner. On roll call vote, the motion passed 6-1 with Councilperson Andrews voting no

\*\* Councilperson Andrews moved to maintain the mineral rights to the land, and seconded by Councilperson Lott. *The motion passed 7-0*

*\*\* The amended main motion passed 6-1, with Councilperson Andrews voting no*

### **NEW BUSINESS**

**A. Approve sending \$28,343.93 from Ambulance Fund to Collections**

\*\* *Councilperson Lott moved to approve sending \$28,343.93 to collections, and seconded by Councilperson Gardner.*

*\*\* On roll call vote, the motion passed by unanimous consent, 7-0.*

**B. RESOLUTION NO. 4325- A Resolution Authorizing the City of Miles City to Enter Into a Water Purchase Agreement With TransCanada Keystone Pipeline, LP**

\*\* *Councilperson Lott moved to approve the Resolution, read by title only, and seconded by Councilperson Reese. The motion passed 7-0 Resolution No. 4325 passed*

### **ADJOURNMENT**

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

The meeting was adjourned at 7:35 p.m.

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**John Hollowell, Mayor**

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**Lorrie Pearce, City Clerk**

## **Finance Committee Meeting May 22, 2020**

The Finance Committee met Friday, May 22, 2020 at 6:30 p.m. by remote means (Zoom). Present were Committee Members Austin Lott, Brant Kassner and Curtis Reese.

Also present were: Mayor John Hollowell, Ben Holmen, & Deputy City Clerk/Recorder Mary Rowe.

Chairperson Lott called the meeting to order.

**1. Request of Citizens and Public Comment:**

None

**2. Discuss and Recommendation regarding the Sale of Leased Land Near Airport to the Lessee**

Ben Holmen (Lessee) stated that he has been leasing land from the Airport for three years. It is approximately two acres that border the Airport. There is a straight road in with no public access. A road is currently developed on half of the property; on the other half, one quarter of it is a ravine, and the other quarter of it is adjacent to his property. The Airport had told him to develop the land and construct as needed while leasing the land. Ben added a road to the property, scraped a pad making it useable land, built a culvert, and maintained the sagebrush. He provided the Committee with maps of the property and had gotten a real estate valuation on the land. He said that he is fine with whatever the Committee/Council decides on the value and if it goes to bid, he is also okay with that.

Mayor Hollowell explained that this discussion is to define whether the improvements that Ben Holmen has put into the property are substantial improvements (over fifty percent of the land value). If they are found to be substantial improvements, per the agreement, the land can be sold directly to him instead of going out for bid. This provision is to protect the lessee's improvements from another person coming in and under-cutting the lessee.

Chairperson Lott expressed concern with setting a bad precedent by not putting it up for auction. He inquired as to whether or not it could cause other land sale issues in the future if the land is sold directly to the lessee this time. He also stated that he is in support of a direct sale if that is what is decided.

Committee Member Reese does not want to see Ben Holmen charged for anything he has already put into it. He says that he believes it to be a sizeable improvement to the property. In the future if anyone else does the same with leased property, then he believes the Council will treat them in the same manner.

Committee Member Kassner agrees that it is a substantial improvement, as the improvements cost over fifty percent of the value of the property.

*\*\* Committee Chair Lott moved to recommend to Council to sell the leased land near the Airport to the Lessee, seconded by Committee Member Kassner. The motion **passed** unanimously.*

### **3. Review and Recommendation on Sending \$28,343.93 from Ambulance fund to Collections**

*\*\* Committee Member Kassner moved to recommend to Council sending \$28,343.93 from the Ambulance fund to collections, seconded by Committee Member Lott. The motion **passed** unanimously.*

### **4. Review and Recommendation Regarding Stipend pay for Part-Time Firefighters for Ambulance Trips**

Mayor Hollowell explained that the stipend is only for part-time Firefighters that take out of town ambulance trips. It is an incentive to go. Full-time union Firefighters already get a stipend for the trips. He also said that the ambulance fund is now at \$100,000 in the red compared to \$354,000 in the red a year or two ago, which is extreme.

Chairperson Lott mentioned that every Billings trip makes money for the ambulance fund. Offering this incentive could increase staffing for the trips, which would eliminate missed revenue. He thinks that if we are already paying the full-time employees a stipend then we should also pay the part-time employees. The ultimate goal is to get the ambulance fund healthy and it will take some weight off the general fund.

*\*\* Committee Member Kassner moved to recommend to Council to approve stipend pay for part-time Firefighters for ambulance trips, seconded by Committee Member Reese. The motion **passed** unanimously.*

### **5. Adjournment**

*\*\* Committee Member Kassner moved to adjourn the meeting, seconded by Committee Member Reese and **passed** unanimously.*

The meeting was adjourned at 6:55 p.m.

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**Austin Lott, Committee Chairperson**

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**Mary Rowe, Recorder**

# Janitorial Bids- City Hall and Police Dept

CITY OF MILES CITY RFP 2020-01

OFFEROR:

Name: Samantha Malenovsky

Mailing Address: 2714 Clark St.  
Miles City, MT 59301

Physical Address: 2714 Clark St.  
Miles City, MT 59301

Telephone Number: 406-853-2033 or 406-234-6780

FAX (Optional) \_\_\_\_\_

E-mail (Optional) \_\_\_\_\_

**FACILITY FOR WHICH OFFER IS SUBMITTED** Place a check in the box next to the facility for which this offer applies. (Use a separate offer for each facility):

City Hall

Library

Police Station.

**OFFER - JANITORIAL SERVICES:**

Offeror hereby offers to perform the services identified in Exhibit "B" as to the above facility and in accordance with the terms of the contract identified in Exhibit "A" to the RFP, for the sum of \$ 700.00 per month.

Initial: SAM

**ACKNOWLEDGMENT OF REVIEW OF DOCUMENTS**

By submitting this offer, Offeror acknowledges that it has read and understands all terms, conditions and exhibits to Request for Proposals No. 2020-01 and is qualified to perform the services sought under this Request for Proposals

**ALL OR NONE OFFER:**

† This is an "All or None Offer" as defined in Section 3 of the Request for Proposals.

**SIGNATURE - OFFEROR:**

  
(Signature - in ink)

Date: 5-22-2020

Samantha Malenovsky  
(Print name)

\_\_\_\_\_  
Company Name (if legal entity)

Owner  
Title

**CHECKLIST**

- § Have you signed and initialed all documents in ink?
- § Have you submitted a separate proposal for each facility on which you wish to make an offer?
- § Have you initialed and attached a copy of the Exhibit "B" for the facility on which you made the offer?
- § Have you attached your listing of equipment?
- § If you propose using subcontractors, have you attached your listing of subcontractors?
- § Have you attached Worker's Compensation or exemption documents for yourself and any subcontractors?
- § Have you attached your list of references?
- § Have you acknowledged any addenda?
- § Have you stated the dollar amount of your offer as monthly, rather than annually?
- § If this is an "All or Nothing Offer" have you checked the appropriate box above?

**EXHIBIT "B"**

**SERVICES TO BE PROVIDED AND FREQUENCY**

**The following schedule applies to all areas (offices) at the City Hall Building.**

<b>Description of Services:</b>	<b>Frequency:</b>	<b>Day/Time to be Provided:</b>	<b>Other:</b>
Empty trash receptacles	Two times per week	After 5pm on weekdays and no time restrictions on weekends	
Clean & sanitize all restrooms	Three times per week	Same	
Vacuum all carpeted areas	Two times per week	Same	
Clean front entry door & all other glass doors (both sides)	Two times per week	Same	
Dust Mop uncarpeted floors Damp Mop Uncarpeted floors	One time per week  One time per week	Same	Damp mop uncarpeted floors when mud is present (could be twice a week)
Clean windows inside	Quarterly	Same	
Dust Blinds	Quarterly	Same	
Prepare & wax any uncarpeted floors (minimum quarterly), clean garbage cans, clean/dust chairs, dust door sills and pictures. Dust and/or wash walls annually.	As needed, bi-annually  or yearly	Same	

Initialed for identification

City  
SAM

Contractor

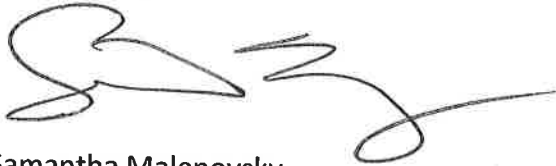
## **Samantha Malenovsky-Janitorial Services for City Hall**

### **Equipment to be used**

- Various cleaning supplies
- Vacuum cleaner
- Broom, mop, buckets
- Potentially use a spot treat cleaner for spot treatment

Have paperwork ready to apply for an Independent Contractor Exemption Certificate issued by the Montana Department of Labor and Industries along with a \$10,000 insurance bond certificate and a City business license pending acceptance of submitted contract and in place by July 1, 2020.

Respectfully,

A handwritten signature in black ink, appearing to read 'Samantha Malenovsky', with a long horizontal flourish extending to the right.

Samantha Malenovsky



CITY OF MILES CITY RFP 2020-01

OFFEROR:

Name: Samantha Malenovsky

I submit the following references as to my ability to perform the services set forth in RFP 2020-01 in a professional manner.

Reference Name: Billie Locke  
Business Name of Reference: \_\_\_\_\_  
Mailing Address: 2521 29th Ave. Williston ND 58801  
Telephone Number: 701-609-8682

I have performed janitorial services for this reference  
 I have not performed janitorial services for this reference

Reference Name: Mary Rowe  
Business Name of Reference: City Hall - Miles City  
Mailing Address: 2317 Pleasant St.  
Telephone Number: 406-852-0931

I have performed janitorial services for this reference  
 I have not performed janitorial services for this reference

Reference Name: Dan Hollowell  
Business Name of Reference: Hollowell Concrete  
Mailing Address: 608 Ponderosa  
Telephone Number: 406-234-5535

I have performed janitorial services for this reference  
 I have not performed janitorial services for this reference

AUTHORITY TO CONTACT REFERENCE

I hereby authorize the City of Miles City to contact the above-named references and interview them as to my qualifications to perform the services proposed under RFP 2020-01. I authorize any reference named above to provide any pertinent requested information to the City of Miles City.

SIGNATURE:

  
\_\_\_\_\_

Date: 5-22-2020

Samantha Malenovsky  
(Print name)

Owner  
Title

CITY OF MILES CITY RFP 2020-01

OFFEROR:

Name: Dale E. Petroff (Dale's Cleaning Service)

Mailing Address: 2709 Leighton Blvd. #3  
Miles City, MT. 59301

Physical Address: Same

Telephone Number: 406-951-3550

FAX (Optional) 406-234-4437

E-mail (Optional) dalep@midrivers.com

FACILITY FOR WHICH OFFER IS SUBMITTED Place a check in the box next to the facility for which this offer applies. (Use a separate offer for each facility):

City Hall

Library

Police Station.

OFFER - JANITORIAL SERVICES:

Offeror hereby offers to perform the services identified in Exhibit "B" as to the above facility and in accordance with the terms of the contract identified in Exhibit "A" to the RFP, for the sum of \$ 700.<sup>00</sup> per month.

Initial: DE

ACKNOWLEDGMENT OF REVIEW OF DOCUMENTS

By submitting this offer, Offeror acknowledges that it has read and understands all terms, conditions and exhibits to Request for Proposals No. 2020-01 and is qualified to perform the services sought under this Request for Proposals

**EXHIBIT "B"**

**SERVICES TO BE PROVIDED AND FREQUENCY**

**The following schedule applies to all areas (offices) at the City Hall Building.**

<b>Description of Services:</b>	<b>Frequency:</b>	<b>Day/Time to be Provided:</b>	<b>Other:</b>
Empty trash receptacles	Two times per week	After 5pm on weekdays and no time restrictions on weekends	
Clean & sanitize all restrooms	Three times per week	Same	
Vacuum all carpeted areas	Two times per week	Same	
Clean front entry door & all other glass doors (both sides)	Two times per week	Same	
Dust Mop uncarpeted floors Damp Mop Uncarpeted floors	One time per week One time per week	Same	Damp mop uncarpeted floors when mud is present (could be twice a week)
Clean windows inside	Quarterly	Same	
Dust Blinds	Quarterly	Same	
Prepare & wax any uncarpeted floors (minimum quarterly), clean garbage cans, clean/dust chairs, dust door sills and pictures. Dust and/or wash walls annually.	As needed, bi-annually or yearly	Same	

Initialed for identification

  
 Contractor

CITY OF MILES CITY RFP 2020-01

OFFEROR:

Name: Dale E. Petroff

I submit the following references as to my ability to perform the services set forth in RFP 2020-01 in a professional manner.

Reference Name: Matt Beyer
Business Name of Reference: Stockman Bank
Mailing Address: 700 main
Telephone Number: 234-8483

- I have performed janitorial services for this reference
I have not performed janitorial services for this reference

Reference Name: Ron Harr
Business Name of Reference: M.D.U
Mailing Address: 814 Bridge
Telephone Number: 234-0110

- I have performed janitorial services for this reference
I have not performed janitorial services for this reference

Reference Name: Scott Nelson
Business Name of Reference: Reynolds Market
Mailing Address: 2106 Valley DR. East
Telephone Number: 234-5385

- I have performed janitorial services for this reference
I have not performed janitorial services for this reference

AUTHORITY TO CONTACT REFERENCE

I hereby authorize the City of Miles City to contact the above-named references and interview them as to my qualifications to perform the services proposed under RFP 2020-01. I authorize any reference named above to provide any pertinent requested information to the City of Miles City.

SIGNATURE:

Dale E. Petroff
Date: 5/19/20
Dale E. Petroff
(Print name)
OWNER
Title

COPY

CITY OF MILES CITY RFP 2020-01

OFFEROR:

Name: Marilynn M Forman

Mailing Address: 58 Pony Ln.  
Miles City MT 59301

Physical Address: Same as above

Telephone Number: 406-951-1800

FAX (Optional) \_\_\_\_\_

E-mail (Optional) formanmarilynn@gmail.com

**FACILITY FOR WHICH OFFER IS SUBMITTED** Place a check in the box next to the facility for which this offer applies. (Use a separate offer for each facility):

- City Hall
- Library
- Police Station.

**OFFER - JANITORIAL SERVICES:**

Offeror hereby offers to perform the services identified in Exhibit "B" as to the above facility and in accordance with the terms of the contract identified in Exhibit "A" to the RFP, for the sum of \$ 350.00 per month.

Initial: M M F

**ACKNOWLEDGMENT OF REVIEW OF DOCUMENTS**

By submitting this offer, Offeror acknowledges that it has read and understands all terms, conditions and exhibits to Request for Proposals No. 2020-01 and is qualified to perform the services sought under this Request for Proposals

**EXHIBIT "B"**

**SERVICES TO BE PROVIDED AND FREQUENCY**

**The following schedule applies to all areas (offices) at the Police Building.**

<b>Description of Services:</b>	<b>Frequency:</b>	<b>Day/Time to be Provided:</b>	<b>Other:</b>
Empty trash receptacles	Three times per week	After 5pm on weekdays and no time restrictions on weekends	
Clean & sanitize all restrooms	Three times per week	Same	
Vacuum all carpeted areas	Three times per week	Same	
Clean front entry	Three times per week	Same	
Dust &/or Damp Mop floors	Three times per week	Same	
Clean windows inside	Quarterly	Same	
Dust Blinds	Quarterly	Same	
Clean garbage cans, clean/dust chairs and bottoms of desks.	As needed or yearly	Same	

Initialed for identification

\_\_\_\_\_  
City

  
Contractor



INDEPENDENT CONTRACTOR PROGRAM

State of Montana  
Department of Labor & Industry

# INDEPENDENT CONTRACTOR EXEMPTION CERTIFICATE

THIS CERTIFICATE CERTIFIES THAT

**MARILYNN M FORMAN  
58 PONY LANE  
MILES CITY MT 59301**

has sworn to the Department of Labor and Industry that this person is:

- engaged in an independently established trade, occupation, profession, or business; and
- is free from control or direction by hiring agents over the performance of the person's services, both under contract and in fact, when acting as an independent contractor.

The certificate holder has provided the Department of Labor and Industry sufficient documentation to conclude the certificate holder has an established business. In reliance on that evidence, the Department of Labor and Industry has granted this Independent Contractor Exemption Certificate to the person named above.

The certificate holder has waived all rights and benefits under the Workers' Compensation Act of Montana and is not required to be personally covered by workers' compensation insurance. The certificate holder has acknowledged the certificate holder is responsible for all taxes related to work performed under the Certificate.

Any certificate holder, hiring agent, employer, or any other person who violates the independent contractor provisions of Title 39, Chapter 71, MCA may be subject to a \$1000 fine and other penalties provided by law.

This Certificate is effective for the following 1 occupation(s) (list may continue on next page):

**JANITORIAL SERVICES  
03/17/2019 through 03/16/2021**

**-- END OF OCCUPATION LIST --**

This certificate only applies to the above named person for the listed occupation(s) and does not include any employees the person may hire or any other subcontractors hired by the above named person. Montana law provides that this Certificate creates a conclusive presumption of this person's status as an independent contractor.

**ATTENTION HIRING AGENTS:**

It is advisable to verify that this is valid and effective. Please call (406) 444-7734 or visit our website at: [www.mtcontractor.com](http://www.mtcontractor.com)

Please notify the Department of Labor and Industry of any changes to this Certificate.

(406) 444-7734 - (406) 444-3465 fax - (406) 444-5549 (TTD) - PO Box 8011 Helena, MT 59604-8011

ICEC Reference Number: 117810IC (This is not a registration or license number.)

CITY OF MILES CITY RFP 2020-01

OFFEROR:

Name:

Marilynn M. Forman

I submit the following references as to my ability to perform the services set forth in RFP 2020-01 in a professional manner.

Reference Name:

Joanie Nledge

Business Name of Reference:

C & B Operations

Mailing Address:

2514 S. Daynes, Miles City

Telephone Number:

406-232-3211

- I have performed janitorial services for this reference
- I have not performed janitorial services for this reference

Reference Name:

Dan Decker

Business Name of Reference:

Public Works Depart.

Mailing Address:

217 S. 8<sup>th</sup> St. Miles City

Telephone Number:

406-234-7699

- I have performed janitorial services for this reference
- I have not performed janitorial services for this reference

Reference Name:

Kevin Krausz

Business Name of Reference:

Cluster County

Mailing Address:

1010 Main St Miles City

Telephone Number:

406-874-3352

- I have performed janitorial services for this reference
- I have not performed janitorial services for this reference

AUTHORITY TO CONTACT REFERENCE

I hereby authorize the City of Miles City to contact the above-named references and interview them as to my qualifications to perform the services proposed under RFP 2020-01. I authorize any reference named above to provide any pertinent requested information to the City of Miles City.

SIGNATURE:

Marilynn M. Forman

Date: 5/22/20

Marilynn M. Forman

(Print name)

Owner - M M F Cleaning


Title



Janitorial Contractor: Marilyn Forman  
Address: 58 Pony Lane  
Miles City, MT 59301  
Cell Phone #: (406) 951-1800

**CONTRACTOR'S AVAILABLE EQUIPMENT, TOOLS, AND  
CLEANING PRODUCTS  
TO PERFORM JANITORIAL SERVICES**

Three (3) - Riccar Upright Vacuums  
One (1) - ShopVac Canister Vacuum  
One (1) - Shark Electric Steam Mop  
Push Brooms and Angle Floor Brooms  
Dust Mops and Wet Mops  
Long Handled Dusters  
Mop Buckets and Mop Wringer  
Squeegees and Window Wash Brushes  
Step Stool and Ladders  
Dust Cloths and Cleaning Rags/Scrubbers  
Chemical Products: bathroom cleaners, disinfectants and sanitizers, rust and lime remover, glass cleaner, toilet bowl cleaner, degreaser, floor cleaner and wax stripper, office furniture polish, air deodorizers, computer dust-off, monitor wipes and microfiber cloths

Signature: 

Date: 5/22/20

**ALL OR NONE OFFER:**

† This is an "All or None Offer" as defined in Section 3 of the Request for Proposals.

**SIGNATURE - OFFEROR:**

Marilynn M Forman  
(Signature in ink)

Date: 5/20/22

Marilynn M Forman  
(Print name)

MMF Cleaning  
Company Name (if legal entity)

Owner  
Title

**CHECKLIST**

- § Have you signed and initialed all documents in ink?
- § Have you submitted a separate proposal for each facility on which you wish to make an offer?
- § Have you initialed and attached a copy of the Exhibit "B" for the facility on which you made the offer?
- § Have you attached your listing of equipment?
- § If you propose using subcontractors, have you attached your listing of subcontractors?
- § Have you attached Worker's Compensation or exemption documents for yourself and any subcontractors?
- § Have you attached your list of references?
- § Have you acknowledged any addenda?
- § Have you stated the dollar amount of your offer as monthly, rather than annually?
- § If this is an "All or Nothing Offer" have you checked the appropriate box above?

**REQUEST FOR PROPOSALS  
CITY OF MILES CITY  
JANITORIAL SERVICES AND CARPET CLEANING**

**RFP No. 2020-01**

**RFP TITLE:** Contracted Janitorial Services

**RFP SUBMISSION DEADLINE:** May 26, 2020 at 5:00 p.m. MST.

**RFP SUBMISSION ADDRESS:**

All proposals shall be submitted before the above deadline, in written form, in a sealed envelope addressed to:

Scott Gray  
Public Works Director  
ATTN: RFP No. 2020-01  
P.O. Box 910  
Miles City, MT 59301

**RFP PROCUREMENT OFFICER AND CONTACT PERSON:**

Scott Gray  
Public Works Director  
17 S. 8th St.  
P.O. Box 910  
Miles City, MT. 59301  
(406) 234-3493

**1. SOLICITATION OF OFFERS:**

The City of Miles City is accepting offers from interested parties to provide contract janitorial services to the following City of Miles City facilities:

- A. City Hall, 17 S. 8th Street, Miles City, Montana
- B. Police Station, 210 South Winchester, Miles City, Montana
- C. Miles City Library, 1 S. 10th Street, Miles City, Montana  
*Note: Determinations on proposals for services to the Miles City Library will be made by the Miles City Library Board of Trustees. As to services to the Library, any*

*reference in this RFP to Finance Committee or City Council shall mean the Miles City Library Board of Trustees*

## **2. SERVICES TO BE PROVIDED:**

Services required, frequency of service, and days and times that services are to be provided are set forth for each of the facilities in the attached Exhibits "B".

## **3. PROPOSALS TO BE SUBMITTED AS TO SEPARATE FACILITIES - "ALL OR NONE" OFFERS:**

Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document. You may respond with proposals for any or all of the facilities set forth above. If you provide a response for more than one facility, a separate response is required for each. You may submit a proposal for carpet cleaning (Item 1(E)) without submitting a proposal for janitorial services. If you are submitting an "all or none" proposal, you must so specify on page 2 of Exhibit "C". An "all or none" proposal means that your offer as to each facility is good only if the City accepts all of your offers on all facilities.

## **4. COPIES REQUIRED AND DEADLINE FOR RECEIPT OF PROPOSALS**

Offerors must submit one original proposal and one copy to the Procurement Officer named above. The City reserves the right to request an electronic copy of the RFP response. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP 2020-01. **Proposals must be received at the receptionist's desk of the Director of Public Works office, upstairs in City Hall, 17 S. 8th Street, Miles City, Montana 59301 prior to 5:00 p.m. May 26, 2020, local time.** Faxed responses to requests for proposals are ONLY accepted on an exception basis with prior written approval of the Procurement Officer.

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

## **5. FORM OF CONTRACT:**

Successful responders will enter into the form of contract attached hereto as Exhibit "A".

## **6. COMPENSATION FOR SERVICES:**

Your response must set forth a monthly lump sum compensation you will receive for such services. All services will be provided by you as an independent contractor, and not as an employee of the City of Miles City. You will not be eligible for any City benefits of employment. You will provide all equipment, materials and supplies necessary to carry out the services. Toilet paper, paper towels and waster receptacle bags are provided by the City.

## **7. REQUIRED SUBMITTALS:**

The following items **MUST** be included in your response to this request for proposals to be considered responsive. **Failure to include any of these items may result in a nonresponsive determination.**

1. A separate signed, in ink, Proposal for each facility for which you wish to make an offer, in the form attached hereto as Exhibit "C", stating a monthly lump sum compensation amount in U.S. Dollars for that facility. **The Exhibit "B" for such facility must be attached to the Proposal and initialed by you in ink.**
2. Certificate of Insurance evidencing Worker's Compensation insurance coverage on proposer and proposer's employees, or Independent Contractor Exemption Certificate issued by the Montana Department of Labor and Industry pursuant to §39-71-417 MCA
3. Signed, in ink, list of references, including name, address and telephone number on the form attached hereto as Exhibit "D". Preference will be given to references for whom you have previously provided janitorial services.
4. Signed acknowledgment of any Addenda issued. Please contact the City's website, <http://miles-city-mt.org> after May 26, 2020 for any Addenda issued in regard to this Request for Proposals.
5. Attached listing of all equipment available to you to perform the proposed services, listing make and model of equipment, if available.
6. If you will be using a subcontractor or subcontractors in the performance of the work, a separate listing stating the full name and address of the subcontractor, evidence of that subcontractor's Worker's Compensation insurance coverage or an Independent Contractor Exemption Certificate issued by the Montana Department of Labor and Industry for such subcontractor, pursuant to §39-71-417 MCA. If the subcontractor is an entity, state the full name and address of each principal of such entity.

## **8. CONTRACT TERM**

The contract term is for a period beginning upon acceptance of offers beginning July 1, 2020 and ending June 30, 2021. However, by its terms, the Contract may be terminated by either party upon 30 days advanced written notice to the other party. Renewals of the contract, by mutual agreement of both parties, may be made at yearly intervals (July 1 through June 30), or any interval that is advantageous to the City. This contract, including any renewals, may not exceed a total of five (5) years, at the option of the City.

## **9. SINGLE POINT OF CONTACT**

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the City of Miles City, offerors are not allowed to communicate with any City staff or officials regarding this procurement, except at the direction of Scott Gray the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the

offeror from further consideration. All questions concerning this RFP shall be addressed in writing to the procurement officer.

1. **Form of Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before 5:00 p.m. on **May 13, 2020**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

2. **City's Response.** The City will provide an official written response by **May 18, 2020** to all written questions received by **May 13, 2020**. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted on the City's website alongside the posting of the RFP at <http://milescity-mt.org> by the close of business on the date listed. Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.

## 10. GENERAL REQUIREMENTS

1 **Acceptance of Standard Terms and Conditions/Contract.** By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Exhibit "A" of this RFP. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The City will make any final determination of changes to the standard terms and conditions and/or contract.

2. **Resulting Contract.** This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The City's contract, attached as Exhibit "A", contains the contract terms and conditions which will form the basis of any contract between the City and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

3. **Understanding of Specifications and Requirements; Walk Through of Facilities.** By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP. Offerors are

encouraged to attend the walk through, of any facility for which they intend to submit an offer.

**Walk-throughs will be conducted on May 19, 2020 as follows:**

- a. Police Station- 210 South Winchester St @ 9:00am
- b. City Hall- 17 S 8<sup>th</sup> St @ 9:30am
- c. Library- 1 S 10<sup>th</sup> St @ 10:30am

**4. Prime Contractor/Subcontractors.** The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City 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 the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor or employee and the City.

**5. Offeror's Signature.** The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the City of Miles City from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

**6. Offer in Effect for 120 Days.** A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined above, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

## **11. FAILURE TO COMPLY WITH INSTRUCTIONS.**

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

## **12. RECEIPT OF PROPOSALS AND PUBLIC INSPECTION**

**1. Public Information.** All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City; and (3) other constitutional protections. See section 18-4-304,

MCA. The City will make a copier available for interested parties to use at \$0.50 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

**2. Procurement Officer Review of Proposals.** Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 1 above, providing the following conditions have been met:

1. Confidential information is clearly marked and separated from the rest of the proposal.
2. The proposal does not contain confidential material in the cost or price section.
3. An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

### **13. CLASSIFICATION AND EVALUATION OF PROPOSALS**

**1. Initial Classification of Proposals as Responsive or Nonresponsive.** All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with the required submittals of this Request. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as determined by the City; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

**2. Determination of Responsibility.** The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with Administrative Rules of Montana (ARM) 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

**3. Evaluation of Proposals.** The Finance Committee of the City Council will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, references, and contractual factors. These scores will be used to determine the most advantageous offering to the City. If the Finance Committee meets to deliberate and evaluate the



proposals, the public may attend and observe the committee deliberations.

**4. Completeness of Proposals.** Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

**5. Scoring Criteria.** The following scoring criteria will be applied:

Completeness of Proposal:	10%
Listing of equipment available:	10%
Offered Compensation:	40%
Strength of References:	40%

**6. Opportunity for Discussion/Negotiation and/or Oral Presentation/Demonstration of Services.** After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or services demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Miles City, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

**7. Best and Final Offer.** The Best and Final Offer is an option available to the City under the RFP process, which permits the City to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The City reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone. Such requests will be made in order of scoring, with the best scoring proposal given first opportunity at a Best and Final Offer.

**8. Committee Recommendation for Contract Award.** The Finance Committee will provide a written recommendation for contract award to the City Council that contains the scores, justification, and rationale for the decision.

**9. Request for Documents Notice.** Upon the Finance Committee's recommendation, the Procurement Officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place and the City Council, by resolution, has approved such contract. The procurement officer will notify all other offerors of the City's selection.

10. **Contract Execution.** Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Exhibit A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in the contract and set out in the Exhibits to this RFP. If the highest scoring offeror does not accept all material requirements, the City may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties and approved by resolution of the City Council.

#### **14. CITY'S RIGHTS RESERVED**

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Miles City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Not award if it is in the best interest of the City not to proceed with contract execution; or
- If awarded, terminate any contract if the City determines adequate City funds are not available.

**EXHIBIT "B"**

**SERVICES TO BE PROVIDED AND FREQUENCY**

**The following schedule applies to all areas (offices) at the City Hall Building.**

<b>Description of Services:</b>	<b>Frequency:</b>	<b>Day/Time to be Provided:</b>	<b>Other:</b>
Empty trash receptacles	Two times per week	After 5pm on weekdays and no time restrictions on weekends	
Clean & sanitize all restrooms	Three times per week	Same	
Vacuum all carpeted areas	Two times per week	Same	
Clean front entry door & all other glass doors (both sides)	Two times per week	Same	
Dust Mop uncarpeted floors Damp Mop Uncarpeted floors	One time per week One time per week	Same	Damp mop uncarpeted floors when mud is present (could be twice a week)
Clean windows inside	Quarterly	Same	
Dust Blinds	Quarterly	Same	
Prepare & wax any uncarpeted floors (minimum quarterly), clean garbage cans, clean/dust chairs, dust door sills and pictures. Dust and/or wash walls annually.	As needed, bi-annually or yearly	Same	

Initialed for identification

\_\_\_\_\_  
City

\_\_\_\_\_  
Contractor

**EXHIBIT "B"**

**SERVICES TO BE PROVIDED AND FREQUENCY**

**The following schedule applies to all areas (offices) at the Police Building.**

<b>Description of Services:</b>	<b>Frequency:</b>	<b>Day/Time to be Provided:</b>	<b>Other:</b>
Empty trash receptacles	Three times per week	After 5pm on weekdays and no time restrictions on weekends	
Clean & sanitize all restrooms	Three times per week	Same	
Vacuum all carpeted areas	Three times per week	Same	
Clean front entry	Three times per week	Same	
Dust &/or Damp Mop floors	Three times per week	Same	
Clean windows inside	Quarterly	Same	
Dust Blinds	Quarterly	Same	
Clean garbage cans, clean/dust chairs and bottoms of desks.	As needed or yearly	Same	

Initialed for identification

\_\_\_\_\_  
City

\_\_\_\_\_  
Contractor

**EXHIBIT "B"**

**SERVICES TO BE PROVIDED AND FREQUENCY**

**The following schedule applies to all areas (offices) at the Public Library Building.**

<b>Description of Services:</b>	<b>Frequency:</b>	<b>Day/Time to be Provided:</b>	<b>Other:</b>
Empty trash receptacles	Once per week	Sunday or Monday during Closed Hours	
Clean & sanitize all restrooms	Once per week	Same	
Vacuum all carpeted areas	Once per week	Same	
Clean front entry door	Once per week	Same	
Dust &/or Damp Mop all uncarpeted floors	Once per week	Same	
Clean windows inside	Quarterly	Same	
Dust Blinds	Quarterly	Same	
Clean windows (outside), prepare & wax any uncarpeted floors, sweep front entrance sidewalk/steps, shovel snow front entrance sidewalk/steps on Saturdays, clean garbage cans, clean/dust chairs and bottoms of desks, dust overhangs quarterly.	As needed or yearly	Same	Shovel sidewalk, if needed, on Saturdays

Initialed for identification

\_\_\_\_\_  
City

\_\_\_\_\_  
Contactor

CITY OF MILES CITY RFP 2020-01

**OFFEROR:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FAX (Optional) \_\_\_\_\_

E-mail (Optional) \_\_\_\_\_

**FACILITY FOR WHICH OFFER IS SUBMITTED** Place a check in the box next to the facility for which this offer applies. (Use a separate offer for each facility):

City Hall

Library

Police Station.

**OFFER - JANITORIAL SERVICES:**

Offeror hereby offers to perform the services identified in Exhibit "B" as to the above facility and in accordance with the terms of the contract identified in Exhibit "A" to the RFP, for the sum of \$\_\_\_\_\_ per month.

Initial: \_\_\_\_\_

**ACKNOWLEDGMENT OF REVIEW OF DOCUMENTS**

By submitting this offer, Offeror acknowledges that it has read and understands all terms, conditions and exhibits to Request for Proposals No. 2020-01 and is qualified to perform the services sought under this Request for Proposals

**ALL OR NONE OFFER:**

† This is an "All or None Offer" as defined in Section 3 of the Request for Proposals.

**SIGNATURE - OFFEROR:**

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature - in ink)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
Company Name (if legal entity)

\_\_\_\_\_  
Title

**CHECKLIST**

- § **Have you signed and initialed all documents in ink?**
- § **Have you submitted a separate proposal for each facility on which you wish to make an offer?**
- § **Have you initialed and attached a copy of the Exhibit "B" for the facility on which you made the offer?**
- § **Have you attached your listing of equipment?**
- § **If you propose using subcontractors, have you attached your listing of subcontractors?**
- § **Have you attached Worker's Compensation or exemption documents for yourself and any subcontractors?**
- § **Have you attached your list of references?**
- § **Have you acknowledged any addenda?**
- § **Have you stated the dollar amount of your offer as monthly, rather than annually?**
- § **If this is an "All or Nothing Offer" have you checked the appropriate box above?**

EXHIBIT "D"

CITY OF MILES CITY RFP 2020-01

OFFEROR:

Name: \_\_\_\_\_

I submit the following references as to my ability to perform the services set forth in RFP 2020-01 in a professional manner.

Reference Name: \_\_\_\_\_  
Business Name of Reference: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

- † I have performed janitorial services for this reference
- † I have not performed janitorial services for this reference

Reference Name: \_\_\_\_\_  
Business Name of Reference: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

- † I have performed janitorial services for this reference
- † I have not performed janitorial services for this reference

Reference Name: \_\_\_\_\_  
Business Name of Reference: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

- † I have performed janitorial services for this reference
- † I have not performed janitorial services for this reference

AUTHORITY TO CONTACT REFERENCE

I hereby authorize the City of Miles City to contact the above-named references and interview them as to my qualifications to perform the services proposed under RFP 2020-01. I authorize any reference named above to provide any pertinent requested information to the City of Miles City.

SIGNATURE:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
Title



# New Business

**RESOLUTION NO. 4326**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO SALES AGREEMENTS WITH RITCHIE BROS. AUCTIONEERS (AMERICA) INC. FOR THE SALE OF CITY OWNED EQUIPMENT.**

*WHEREAS*, the City of Miles City intends to sell certain items of equipment which are no longer needed for local operations;

*AND WHEREAS*, the City desires to engage the services of Ritchie Bros. Auctioneers (America) Inc. (“Auctioneer”) to facilitate the sale of such property, subject to the terms and conditions of certain “Multi-Channel Sales Agreements” provided by Auctioneer;

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

1. The “Multi-Channel Sales Agreement” Contract Nos. 00485511 and 00485529 between the City of Miles City and the Ritchie Bros. Auctioneers (America) Inc., attached hereto as Exhibits “A” and “B”, and made a part hereof, are hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreements 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 9<sup>TH</sup> DAY OF JUNE, 2020.**

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

GAL NAME OF SELLER: City Of Miles City	DATE: (DD/MM/YYYY)
JURISDICTION OF INCORPORATION/REGISTRATION:	SALES REP: Jerry Ridgeway

This MULTI-CHANNEL SALES AGREEMENT (this "Agreement") is entered into as of the date first written above (the "Effective Date") by and between the applicable entity/entities set forth in the Terms and Conditions (as defined herein) ("RB Group") and the customer identified above (the "Seller") for the sale of Equipment through a Live Auction Event or the Marketplaces.

1. SELLER INFORMATION	
Account Name Doing Business As Local Language Seller Name	City Of Miles City
Seller Business Address	PO Box 910, Miles City, MN, United States of America, 59301
Authorized Representative	John Hallowell
Title of Authorized Representative	Mayor
Phone	1 4062347699
Fax	
Email	cityclerk@milescity-mt.org

**2. COMMERCIAL TERMS APPLICABLE TO LIVE AUCTION EVENT**

<b>Equipment</b>	The Seller authorizes RB Group to offer and sell the equipment listed on Schedule A (" <b>Schedule A Equipment</b> ") for sale by RB Group through unreserved public auction occurring at a RB Group site or designated offsite location (the " <b>Live Auction Event</b> ").
<b>Delivery</b>	The Seller will deliver Schedule A Equipment, at the Seller's cost, to the auction site (the " <b>Site</b> ") no later than 15 days prior to the scheduled Live Auction Event. The Seller may elect for RB Group to arrange for delivery of the Schedule A Equipment to the Site by indicating the same in Schedule A. If delivery by RB Group is elected, the Seller will be charged a delivery fee equal to the actual cost of delivery plus 10%.
<b>Live Auction Event Onsite</b>	RB Group will, as agent of the Seller, offer Schedule A Equipment, together with any additional items delivered by the Seller to the auction site, for sale at the Live Auction Event on the date and location set out in Schedule A.
<b>Titled Equipment</b>	The Seller hereby appoints RB Group as its attorney-in-fact with a limited power of attorney (" <b>LPOA</b> ") to execute on the Seller's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Schedule A Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Seller will provide RB Group with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the Live Auction Event. Failure to provide title(s) and/or an LPOA as required may prevent the Schedule A Equipment being made available for sale at the Live Auction Event until such documentation is provided.

**3. COMMERCIAL TERMS APPLICABLE TO MARKETPLACE**

<b>Equipment</b>	The Seller authorizes RB Group to offer and sell the equipment listed on Schedule B (" <b>Schedule B Equipment</b> ", and collectively with Schedule A Equipment, the " <b>Equipment</b> ") through one or more of RB Group's online marketplace events hosted by www.ironplanet.com, www.govplanet.com or www.truckplanet.com (collectively, the " <b>Marketplaces</b> ", and each a " <b>Marketplace</b> "), as indicated by the "Sale Type" selected by the Seller and noted on Schedule B.
<b>Listing Fees</b>	A Listing Fee will apply for each unit of Schedule B Equipment that the Seller lists on the Marketplaces.
<b>Equipment Condition</b>	The Seller agrees that the Schedule B Equipment will remain in the same or better condition as when

	previously inspected by RB Group. In the event of any unforeseen machine failure, the Seller agrees to make the necessary repairs to bring the Schedule B Equipment to the same condition as when inspected by RB Group.
<b>Titled Equipment</b>	The Seller hereby appoints RB Group as its attorney-in-fact with a limited power of attorney ("LPOA") to execute on the Seller's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Schedule B Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Seller will provide RB Group with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the time of listing. Failure to provide title(s) and/or an LPOA as required may prevent the Schedule B Equipment being made available for sale on the Marketplace(s) until such documentation is provided

**4. GENERAL COMMERCIAL TERMS**

<b>Proceeds</b>	Unless otherwise specified in writing, the Seller acknowledges that there is no guarantee whatsoever as to the gross proceeds to be realized from the sale of the Equipment.
<b>Title Transfer Fees; Lien Search Fees</b>	The Seller will pay lien search fees, title transfer fees and any other fee applicable as set out in the Terms & Conditions for each unit of Equipment, unless otherwise specified. RB Group will deduct such fees from any amounts owing to the Seller.
<b>Commission Rate</b>	<p>RB Group will be entitled to a commission based on the gross sale price of each piece of Equipment as follows:</p> <p>(a) <del>15.00%</del> <b>10.00%</b> for any lot in excess of <b>USD 2,500.00</b>; and</p> <p>(b) <del>25.00%</del> <b>10.00%</b> for any lot realizing <b>USD 2,500.00</b> or less, with a minimum fee of <b>USD 100.00</b> per lot.</p> <p style="text-align: center;">Seller Initials <span style="float: right;">RB Group Initials</span></p> <div style="display: flex; justify-content: space-around; width: 100%;"> <div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto;"></div> <div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto;"></div> </div>

<b>Terms &amp; Conditions</b>	<p>This Agreement incorporates by reference the terms and conditions located at <a href="https://www.rbauktion.com/legal-policies/seller-terms-and-conditions">https://www.rbauktion.com/legal-policies/seller-terms-and-conditions</a>( ) in force as of the Effective Date ("<b>Terms and Conditions</b>"). By initialing here, the Seller acknowledges that (i) the Seller has received a copy of the Terms and Conditions with this Agreement, (ii) it is the Seller's responsibility to familiarize itself with the Terms and Conditions, and (iii) the Seller is bound by the Terms and Conditions.</p> <div style="text-align: right; margin-top: 10px;"> <table border="1" style="border-collapse: collapse;"> <tr> <td style="padding: 2px;">Seller Initials</td> </tr> <tr> <td style="height: 30px;"></td> </tr> </table> </div>	Seller Initials	
Seller Initials			

<b>Refurbishment</b>	<p>The Seller elects to have RB Group arrange for the welding, sandblasting, painting, cleaning, and other refurbishing (the "<b>Refurbishing</b>") of the Equipment to a standard acceptable to RB Group. : <b>NO</b></p> <p>Should RB Group organize and pay for the Refurbishing of any part of the Equipment, RB Group will be reimbursed for these costs plus 10.00 % provided that the total cost will not exceed <b>USD0.00</b> without the Seller's consent.</p>
<b>Fuel/Batteries/Tire Repair Costs</b>	The Seller will reimburse RB Group for the cost plus 10% of fuel, batteries and tire repair as RB Group deems necessary for the demonstration and sale of the Equipment, if applicable.

**5. LIENS/ENCUMBRANCES**

<b>ARE THERE ANY LIENS ON THE EQUIPMENT?</b>	<b>NO</b>
<b>SELLER'S INTERNAL CONTACT REGARDING LIENS AND TITLES (Name/Phone/Fax/Email):</b>	<p><b>Name:</b>John Hallowell  <b>Phone:</b> 1 4062347699  <b>Fax:</b>  <b>Email:</b> cityclerk@milescity-mt.org</p>

1. If "Yes," please provide information for each of the lien holders for blanket liens below and as requested in the applicable Schedule.
2. Unless otherwise disclosed herein, the undersigned, on behalf of the Seller, certifies that all Equipment is or will be free of all liens, charges, security interests, tax or duty obligations or other encumbrances ("**Encumbrances**") prior to being placed for sale in a Live Auction Event or on the Marketplace(s).
3. The Seller: (i) authorizes RB Group to conduct lien searches on the Equipment; (ii) authorizes RB Group to contact potential lien holders for the disclosure of Encumbrances and to obtain pay-off balances and releases; (iii) consents to the release to RB Group of any and all information pertaining to any such lien, charge, encumbrance or security interest; and (iv) assigns proceeds from the sale of the Equipment as may be required to discharge and satisfy all charges, liens, claims and encumbrances in respect of the Equipment.
4. For greater certainty, lien search fees will apply regardless of the Seller's response.

**6. MISCELLANEOUS**

<b>Entire Agreement; Priority</b>	This Agreement, together with the Terms and Conditions, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. In the event of a conflict between the provisions of this Agreement and the Terms and Conditions, this Agreement will control.
<b>Counterparts</b>	This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile, PDF, electronic signature, or acknowledgement email and will hold the same force and effect as an original signature for purposes of binding the parties.
<b>Term</b>	This Agreement is valid only for the Equipment listed on Schedule A and Schedule B from the Effective Date until such Equipment is sold or withdrawn pursuant to the terms of this Agreement.
<b>Currency and Payment</b>	Unless otherwise stated in the Terms and Conditions, all prices noted in this Agreement are listed in the currency of the country in which the Equipment is located at the time such Equipment is offered for sale. The same currency will be used for invoice and payment.

**7. ADDITIONAL PROVISIONS**

<b>Additional Provisions</b>	Promotion: 2020Q2 ICAFree SingleAsset
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Agreement and has the legal power to do so.

<b>SELLER: City Of Miles City</b>			
<b>Name:</b>	John Hallowell	<b>Title:</b>	Mayor
<b>By (Signature):</b>		<b>Date Signed:</b>	(dd/mm/yyyy)

<b>RITCHIE BROS. AUCTIONEERS (AMERICA) INC.</b>			
<b>Name:</b>	Jerry Ridgeway	<b>Title:</b>	Territory Manager
<b>By (Signature):</b>		<b>Date Signed:</b>	(dd/mm/yyyy)

<b>IRONPLANET, INC.</b>			
<b>Name:</b>	Jerry Ridgeway	<b>Title:</b>	Territory Manager
<b>By (Signature):</b>		<b>Date Signed:</b>	(dd/mm/yyyy)

SCHEDULE A TO AGREEMENT

EQUIPMENT FOR LIVE AUCTION EVENT

SELLER'S NAME: City Of Miles City

Note – Currently there are no assets scheduled to be sold in a Live Auction

Seller	RBGroup

SCHEDULE B TO AGREEMENT

EQUIPMENT FOR ONLINE MARKETPLACE SALE

SELLER'S NAME: City Of Miles City

#	Item Description – Manufacturer, Model, Serial Number, Description, Storage Location, RB Yard Delivery Date	Encumbrance Holder Company/Contact Name/Email Phone/Fax/Account (if none, state 'nil')	Amount Owing	Sale Type	Inspection
1	Year: 1998 Manufacturer: Fair Snocrete Model: 842SI Description: Fresh Powder Machine Type: Snow Blower S/N: C88FMJD15798 Hrs/Mil: 365 hrs Storage Location: City Of Miles City – 217 South 8th St, Miles City – Dan Decker – (406) 951-1475	nil		Weekly On-Line	Full  <b>Listing Fee:</b> USD 445
2	Year: 1992 Manufacturer: Sweepster Model: LH Description: Broom Machine Type: Skid Steer Broom S/N: 925125 Storage Location: City Of Miles City – 217 South 8th St, Miles City – Dan Decker – (406) 951-1475	nil		Weekly On-Line	Photos Only  <b>Listing Fee:</b> USD 100
3	Year: 1976 Manufacturer: FMC Model: C-12T Description: Wood Machine Type: Chipper S/N: C12T-5621 Storage Location: City Of Miles City – 217 South 8th St, Miles City – Dan Decker – (406) 951-1475	nil		Weekly On-Line	Full  <b>Listing Fee:</b> USD 275
4	Year: 1991 Manufacturer: GMC Description: Box Machine Type: Van Trailer S/N: 1GTHP32K3M3500222 Storage Location: City Of Miles City – 217 South 8th St, Miles City – Dan Decker – (406) 951-1475	nil		Weekly On-Line	Full  <b>Listing Fee:</b> USD 275
5	Manufacturer: Swenson Description: Sander Box Machine Type: Sander Box S/N: 1108-1113 Storage Location: City Of Miles City – 217 South 8th St, Miles City – Dan Decker – (406) 951-1475	nil		Weekly On-Line	Photos Only  <b>Listing Fee:</b> USD 100
6	Description: Frost Machine Type: Excavator Bucket Storage Location: City Of Miles City – 217 South 8th St, Miles City – Dan Decker – (406) 951-1475	nil		Weekly On-Line	Photos Only  <b>Listing Fee:</b> USD 100

Seller	RBGroup



7	Description: Lot Of Core Saws, Drills & Root Blowers Machine Type: Hand Tools Storage Location: City Of Miles City – 217 South 8th St, Miles City – Dan Decker – (406) 951-1475	nil		Weekly On-Line	Photos Only  <b>Listing Fee:</b> USD 100
8	Manufacturer: American Water Works Description: 12 In. Water Valve Machine Type: Miscellaneous Industrial - Other Storage Location: City Of Miles City – 217 South 8th St, Miles City – Dan Decker – (406) 951-1475	nil		Weekly On-Line	Photos Only  <b>Listing Fee:</b> USD 100
9	Description: Lot Of Pipe Machine Type: Misc Shop, Warehouse, Consumer Features: Schedule 80 2 bundles - 6-8 12" ductile pipe; 8 20 ft in length Storage Location: City Of Miles City – 217 South 8th St, Miles City – Dan Decker – (406) 951-1475	nil		Weekly On-Line	Photos Only  <b>Listing Fee:</b> USD 100
10	Description: Lot Of Office Supplies Machine Type: Misc Shop, Warehouse, Consumer Features: Dell monitors & Opti Plex towers Storage Location: City Of Miles City – 217 South 8th St, Miles City – Dan Decker – (406) 951-1475	nil		Weekly On-Line	Photos Only  <b>Listing Fee:</b> USD 100
11	Description: Spool Of 1 In. Water Line Machine Type: Miscellaneous Industrial - Other Features: approx 300 Ft Storage Location: City Of Miles City – 217 South 8th St, Miles City – Dan Decker – (406) 951-1475	nil		Weekly On-Line	Photos Only  <b>Listing Fee:</b> USD 100

Legend	
PoR	Price on Request

Seller	RBGroup

GAL NAME OF SELLER: City Of Miles City	DATE: (DD/MM/YYYY)
JURISDICTION OF INCORPORATION/REGISTRATION:	SALES REP: Jerry Ridgeway

This MULTI-CHANNEL SALES AGREEMENT (this "Agreement") is entered into as of the date first written above (the "Effective Date") by and between the applicable entity/entities set forth in the Terms and Conditions (as defined herein) ("RB Group") and the customer identified above (the "Seller") for the sale of Equipment through a Live Auction Event or the Marketplaces.

1. SELLER INFORMATION	
Account Name Doing Business As Local Language Seller Name	City Of Miles City
Seller Business Address	PO Box 910, Miles City, MN, United States of America, 59301
Authorized Representative	John Hallowell
Title of Authorized Representative	Mayor
Phone	1 4062347699
Fax	
Email	cityclerk@miles-city-mt.org

2. COMMERCIAL TERMS APPLICABLE TO LIVE AUCTION EVENT

Equipment	The Seller authorizes RB Group to offer and sell the equipment listed on Schedule A ("Schedule A Equipment") for sale by RB Group through unreserved public auction occurring at a RB Group site or designated offsite location (the "Live Auction Event").
Delivery	The Seller will deliver Schedule A Equipment, at the Seller's cost, to the auction site (the "Site") no later than 15 days prior to the scheduled Live Auction Event. The Seller may elect for RB Group to arrange for delivery of the Schedule A Equipment to the Site by indicating the same in Schedule A. If delivery by RB Group is elected, the Seller will be charged a delivery fee equal to the actual cost of delivery plus 10%.
Live Auction Event Onsite	RB Group will, as agent of the Seller, offer Schedule A Equipment, together with any additional items delivered by the Seller to the auction site, for sale at the Live Auction Event on the date and location set out in Schedule A.
Titled Equipment	The Seller hereby appoints RB Group as its attorney-in-fact with a limited power of attorney ("LPOA") to execute on the Seller's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Schedule A Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Seller will provide RB Group with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the Live Auction Event. Failure to provide title(s) and/or an LPOA as required may prevent the Schedule A Equipment being made available for sale at the Live Auction Event until such documentation is provided.

3. COMMERCIAL TERMS APPLICABLE TO MARKETPLACE

Equipment	The Seller authorizes RB Group to offer and sell the equipment listed on Schedule B ("Schedule B Equipment", and collectively with Schedule A Equipment, the "Equipment") through one or more of RB Group's online marketplace events hosted by www.ironplanet.com, www.govplanet.com or www.truckplanet.com (collectively, the "Marketplaces", and each a "Marketplace"), as indicated by the "Sale Type" selected by the Seller and noted on Schedule B.
Listing Fees	A Listing Fee will apply for each unit of Schedule B Equipment that the Seller lists on the Marketplaces.
Equipment Condition	The Seller agrees that the Schedule B Equipment will remain in the same or better condition as when

	previously inspected by RB Group. In the event of any unforeseen machine failure, the Seller agrees to make the necessary repairs to bring the Schedule B Equipment to the same condition as when inspected by RB Group.
<b>Titled Equipment</b>	The Seller hereby appoints RB Group as its attorney-in-fact with a limited power of attorney ("LPOA") to execute on the Seller's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Schedule B Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Seller will provide RB Group with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the time of listing. Failure to provide title(s) and/or an LPOA as required may prevent the Schedule B Equipment being made available for sale on the Marketplace(s) until such documentation is provided

**4. GENERAL COMMERCIAL TERMS**

<b>Proceeds</b>	Unless otherwise specified in writing, the Seller acknowledges that there is no guarantee whatsoever as to the gross proceeds to be realized from the sale of the Equipment.
<b>Title Transfer Fees; Lien Search Fees</b>	The Seller will pay lien search fees, title transfer fees and any other fee applicable as set out in the Terms & Conditions for each unit of Equipment, unless otherwise specified. RB Group will deduct such fees from any amounts owing to the Seller.
<b>Commission Rate</b>	<p>RB Group will be entitled to a commission based on the gross sale price of each piece of Equipment as follows:</p> <p>(a) <del>15.00%</del> <b>10.00 %</b> for any lot in excess of <b>USD 2,500.00</b>; and</p> <p>(b) <del>25.00%</del> <b>10.00 %</b> for any lot realizing <b>USD 2,500.00</b> or less, with a minimum fee of <b>USD 100.00</b> per lot.</p> <p style="text-align: center;">Seller Initials <span style="float: right;">RB Group Initials</span></p> <div style="display: flex; justify-content: space-around; width: 100%;"> <div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto;"></div> <div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto;"></div> </div>

<b>Terms &amp; Conditions</b>	<p>This Agreement incorporates by reference the terms and conditions located at <a href="https://www.rbauction.com/legal-policies/seller-terms-and-conditions">https://www.rbauction.com/legal-policies/seller-terms-and-conditions</a>( ) in force as of the Effective Date ("<b>Terms and Conditions</b>"). By initialing here, the Seller acknowledges that (i) the Seller has received a copy of the Terms and Conditions with this Agreement, (ii) it is the Seller's responsibility to familiarize itself with the Terms and Conditions, and (iii) the Seller is bound by the Terms and Conditions.</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;">                 Seller Initials  <input style="width: 100%; height: 20px;" type="text"/> </div>
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<b>Refurbishment</b>	<p>The Seller elects to have RB Group arrange for the welding, sandblasting, painting, cleaning, and other refurbishing (the "<b>Refurbishing</b>") of the Equipment to a standard acceptable to RB Group. : <b>NO</b></p> <p>Should RB Group organize and pay for the Refurbishing of any part of the Equipment, RB Group will be reimbursed for these costs plus 10.00 % provided that the total cost will not exceed <b>USD0.00</b> without the Seller's consent.</p>
<b>Fuel/Batteries/Tire Repair Costs</b>	The Seller will reimburse RB Group for the cost plus 10% of fuel, batteries and tire repair as RB Group deems necessary for the demonstration and sale of the Equipment, if applicable.

**5. LIENS/ENCUMBRANCES**

<b>ARE THERE ANY LIENS ON THE EQUIPMENT?</b>	<b>NO</b>
<b>SELLER'S INTERNAL CONTACT REGARDING LIENS AND TITLES (Name/Phone/Fax/Email):</b>	<p><b>Name:</b>John Hallowell  <b>Phone:</b> 1 4062347699  <b>Fax:</b>  <b>Email:</b> cityclerk@milescity-mt.org</p>

1. If "Yes," please provide information for each of the lien holders for blanket liens below and as requested in the applicable Schedule.
2. Unless otherwise disclosed herein, the undersigned, on behalf of the Seller, certifies that all Equipment is or will be free of all liens, charges, security interests, tax or duty obligations or other encumbrances ("**Encumbrances**") prior to being placed for sale in a Live Auction Event or on the Marketplace(s).
3. The Seller: (i) authorizes RB Group to conduct lien searches on the Equipment; (ii) authorizes RB Group to contact potential lien holders for the disclosure of Encumbrances and to obtain pay-off balances and releases; (iii) consents to the release to RB Group of any and all information pertaining to any such lien, charge, encumbrance or security interest; and (iv) assigns proceeds from the sale of the Equipment as may be required to discharge and satisfy all charges, liens, claims and encumbrances in respect of the Equipment.
4. For greater certainty, lien search fees will apply regardless of the Seller's response.

**6. MISCELLANEOUS**

<b>Entire Agreement; Priority</b>	This Agreement, together with the Terms and Conditions, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. In the event of a conflict between the provisions of this Agreement and the Terms and Conditions, this Agreement will control.
<b>Counterparts</b>	This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile, PDF, electronic signature, or acknowledgement email and will hold the same force and effect as an original signature for purposes of binding the parties.
<b>Term</b>	This Agreement is valid only for the Equipment listed on Schedule A and Schedule B from the Effective Date until such Equipment is sold or withdrawn pursuant to the terms of this Agreement.
<b>Currency and Payment</b>	Unless otherwise stated in the Terms and Conditions, all prices noted in this Agreement are listed in the currency of the country in which the Equipment is located at the time such Equipment is offered for sale. The same currency will be used for invoice and payment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Agreement and has the legal power to do so.

<b>SELLER: City Of Miles City</b>			
<b>Name:</b>	John Hallowell	<b>Title:</b>	Mayor
<b>By (Signature):</b>		<b>Date Signed:</b>	(dd/mm/yyyy)

<b>RITCHIE BROS. AUCTIONEERS (AMERICA) INC.</b>			
<b>Name:</b>	Jerry Ridgeway	<b>Title:</b>	Territory Manager
<b>By (Signature):</b>		<b>Date Signed:</b>	(dd/mm/yyyy)

<b>IRONPLANET, INC.</b>			
<b>Name:</b>	Jerry Ridgeway	<b>Title:</b>	Territory Manager
<b>By (Signature):</b>		<b>Date Signed:</b>	(dd/mm/yyyy)

SCHEDULE A TO AGREEMENT

EQUIPMENT FOR LIVE AUCTION EVENT

SELLER'S NAME: City Of Miles City

Note – Currently there are no assets scheduled to be sold in a Live Auction

Seller	RBGroup

SCHEDULE B TO AGREEMENT

EQUIPMENT FOR ONLINE MARKETPLACE SALE

SELLER'S NAME: City Of Miles City

#	Item Description – Manufacturer, Model, Serial Number, Description, Storage Location, RB Yard Delivery Date	Encumbrance Holder Company/Contact Name/Email Phone/Fax/Account (if none, state 'nil')	Amount Owing	Sale Type	Inspection
1	Year: 2005 Manufacturer: GMC Model: Envoy Machine Type: Sport Utility Vehicle S/N: 1GKET12S246176721 Storage Location: City Of Miles City – 217 South 8th St, Miles City – Dan Decker – (406) 951-1475	nil		Weekly On-Line	Full  Listing Fee: USD 275
2	Description: Lot Of Machine Type: Lawn Mower Features: Snapper Ride Behind mower Model CV 12.5T; Push mower; Tiller Storage Location: City Of Miles City – 217 South 8th St, Miles City – Dan Decker – (406) 951-1475	nil		Weekly On-Line	Photos Only  Listing Fee: USD 100

Legend	
PoR	Price on Request

Seller	RBGroup

# Claims

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
132847	82955S	2910 TONGUE RIVER ELECTRIC	451.52					
1	TRECO52020	05/25/20 Southgate Lighting	401.84			2450 51 430263	341	101000
2	DTRECO0520	05/25/20 Garfield 911	49.68		27671	2850 105 420140	341	101000
132848	82940S	4019 WEX BANK	6,196.98					
1	65234222	05/30/20 FUEL	304.16*			1000 13 460433	231	101000
2	05/30/20	FUEL	0.00			1000 201 431200	370	101000
3	05/30/20	FUEL	1,772.76			2510 107 430220	231	101000
4	05/30/20	FUEL	443.19			2520 108 430220	231	101000
5	05/30/20	FUEL	0.00			6040 910 430220	231	101000
6	05/30/20	FUEL	71.25			5210 22 430530	231	101000
7	05/30/20	FUEL	71.25			5210 80 430540	231	101000
8	05/30/20	FUEL	71.25			5310 33 430640	231	101000
9	05/30/20	FUEL	89.05			5310 32 430690	231	101000
10	05/30/20	FUEL	440.73			1000 7 420460	231	101000
11	05/30/20	FUEL	457.74			5510 10 420730	231	101000
12	05/30/20	FUEL	1,389.79			1000 5 420140	231	101000
13	05/30/20	FUEL	88.86*			1000 21 440600	231	101000
14	05/30/20	FUEL	0.00			1000 5 420160	231	101000
15	05/30/20	FUEL	462.45			5210 23 430550	231	101000
16	05/30/20	FUEL	462.45			5310 31 430630	231	101000
17	05/30/20	FUEL	72.05*			5610 87 430300	231	101000
132849	82956S	1535 LUCAS & TONN PC	306.00					
1	LTPC052020	05/23/20 Westlaw ~ Professional Ser	100.00*		052020	1000 4 411100	350	101000
2	5-28-2020	05/28/20 Consulting Fees ~ Forslund	206.00*		052020	1000 4 411100	350	101000
132850	82957S	2914 TOURISM BUSINESS IMPROVEMENT	6,026.00					
1	TBID52020	05/30/20 TBID ~ Monthly	6,026.00			7370 212500		101000
132851	82958S	721 DALES CLEANING SERVICE	600.00					
1	DCS53120	05/27/20 City Hall ~ May Cleaning	600.00		27737	1000 8 411230	360	101000
132852	82949S	2450 POSTMASTER (UTILITIES)	1,116.16					
1	USPS052020	05/30/20 Water/Sewer Postage	558.08			5210 25 430510	311	101000
2	USPS052020	05/30/20	558.08			5310 29 430610	311	101000
132853	82933S	394 BOSS INC	481.32					
1	320524-0	03/27/20 Finance	38.88			1000 3 410500	210	101000
2	05/21/20		38.89			5210 25 430510	210	101000
3	321595-0	04/03/20	38.89			5310 29 430610	210	101000
4	320911-0	03/30/20 Fire	91.78		27751	1000 7 420460	210	101000
5			45.21			5510 10 420730	210	101000
6	321772-0	04/07/20 Police	165.97		27538	1000 5 420140	210	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
7	320632-0	03/27/20 Dispatch	61.70*		27663	1000 5 420160	210	101000
132855	82938S	2830 STAR PRINTING & SUPPLY	213.13					
1	05/22/20	CityMC	0.00			1000 3 410500	220	101000
2	05/22/20		0.00*			5210 25 430510	220	101000
3	05/22/20		0.00			5310 29 430610	220	101000
4	05/23/20	City Court	0.00*			1000 6 410300	210	101000
5	05/05/20	MCFIRE	108.88			1000 7 420460	210	101000
6	05/05/20		53.63			5510 10 420730	214	101000
7	05/22/20		0.00			1000 7 420460	220	101000
8	05/22/20		0.00			5510 10 420730	220	101000
9	05/11/20	RSVP	50.62			2985 15 450330	220	101004
10	05/25/20	Library	0.00			2220 16 460100	320	101000
11	05/10/20	Public Works	0.00			6040 910 430220	220	101000
132856	82942S	572 VERIZON WIRELESS	502.12					
1	9854065715	05/07/20 MDT Fees & Officer Cells	502.12		27558	1000 5 420160	345	101000
132857	82959S	1721 MID RIVERS TELEPHONE CORP	3,029.30					
1		CITY COURT	176.32*			1000 6 410300	345	101000
2			32.15			1000 6 410300	347	101000
3		LIBRARY	98.01			2220 16 460100	345	101000
4			107.50			2220 16 460100	347	101000
5		CITY POOL	0.00			1000 14 460445	345	101000
6		911 EMERGENCY	341.31			2850 105 420140	345	101000
7		RSVP	116.38			2985 15 450330	345	101004
8		AIRPORT	55.39			5610 87 430300	345	101000
9			132.45*			5610 87 430300	319	101000
10			12.20			5610 87 430300	347	101000
11		MAYOR	18.27			1000 1 410200	345	101000
12		FINANCE	39.11			1000 3 410500	345	101000
13			19.52			1000 3 410500	347	101000
14		ATTORNEY	42.95			1000 4 411100	345	101000
15		POLICE	306.64			1000 5 420140	345	101000
16			72.00			1000 5 420140	347	101000
17		PD/DISPATCH	247.95			1000 5 420160	345	101000
18		FIRE	169.35			1000 7 420460	345	101000
19			135.60			1000 7 420460	347	101000
20		TREASURER	8.53			1000 9 410540	345	101000
21		PARK DEPT	34.03			1000 13 460433	345	101000
22			37.60			1000 13 460433	347	101000
23		ANIMAL CONTROL	24.29			1000 21 440600	345	101000
24			45.00			1000 21 440600	347	101000
25		PLANNING	40.21			1000 36 411020	345	101000
26		BUILDING INSPECTION	18.29			2394 18 420531	345	101000

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27	MMD #204		51.29			2510 107 430220	345	101000
28	MMD #205		19.21			2520 108 430220	345	101000
29	WATER PLANT		29.46			5210 22 430530	345	101000
30			80.20			5210 22 430530	347	101000
31	WATER LINES		30.37			5210 23 430550	345	101000
32			16.00			5210 23 430550	347	101000
33	WATER ADMIN		52.14			5210 25 430510	345	101000
34			19.60			5210 25 430510	347	101000
35	WASTE WATER ADMIN		52.13			5310 29 430610	345	101000
36			19.51			5310 29 430610	347	101000
37	SEWER LINES		30.37			5310 31 430630	345	101000
38			16.00			5310 31 430630	347	101000
39	WWTP		20.68			5310 33 430640	345	101000
40			45.60			5310 33 430640	347	101000
41	AMBULANCE		73.80			5510 10 420730	345	101000
42			28.24			5510 10 420730	347	101000
43	CITY SHOP		57.60			6040 910 430220	345	101000
44			28.00			6040 910 430220	347	101000
45	HISTORICAL PRESERVATION		0.00*			2935 11 460461	345	101000
46			1.27			2935 11 460461	347	101000
47	URBAN RENEWAL		8.53			2310 11 460462	345	101000
48			18.25			2310 11 460462	347	101000
132858	82960S	316 DATA IMAGING SYSTEMS, INC	2,542.00					
1	05/30/20	Managed Services	222.82			1000 3 410500	360	101000
2	05/30/20	Managed Services	139.45*			5210 25 430510	360	101000
3	05/30/20	Managed Services	139.44*			5310 29 430610	360	101000
4	05/30/20	Managed Services	74.27*			1000 1 410200	360	101000
5	05/30/20	Managed Services	74.27			1000 36 411020	360	101000
6	05/30/20	Managed Services	160.43			5210 23 430550	360	101000
7	05/30/20	Managed Services	160.43			5310 31 430630	360	101000
8	05/30/20	Managed Services	105.47			2510 107 430220	360	101000
9	05/30/20	Managed Services	56.45			2520 108 430220	360	101000
10	05/30/20	Managed Services ~ Treasurer	74.27			1000 9 410540	360	101000
11	05/30/20	Managed Service ~ TIF District	74.27*			2310 11 460462	360	101000
12	05/30/20	Managed Service ~ Hist Pres	0.00*			2935 11 460461	360	101000
13	05/30/20	Managed Services ~ Building In	160.43*			2394 18 420531	360	101000
14	CW5215	05/30/20 Dell Computer ~ Treasurer	1,100.00			1000 9 410540	214	101000
132859	82930S	1921 MONTANA MUNICIPAL INTERLOCAL	213.25					
1	May2020	05/05/20 May Retiree Premiums	213.25			1000 362022		101000

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132860	82961S	1286 DENNIS HIRSCH	12,941.21					
1	May 2020	05/30/20 May Permits	15,972.01*		27738	2394 18 420531	350	101000
2	05/30/20	Repayment #1	-3,030.80*			2394 18 420531	350	101000
132861	82934S	498 CENTURY LINK	1,941.84					
1	406896217	04/21/20 9-1-1 Phone System	1,941.84		27668	2850 105 420140	345	101000
132862	82962S	4022 MARILYNN FORMAN	350.00					
1	05302020	05/20/20 May PD Cleaning	350.00*		27560	1000 5 420140	350	101000
132863	82963S	3039 UTILITIES UNDERGROUND LOCATION	202.53					
1	0055091	05/30/20 May Locates	101.27		27823	5210 23 430550	220	101000
2			101.26			5310 31 430630	220	101000
132864	-99788E	373 MASTERCARD	26,816.29					
1	05/20/20		9.14			1000 3 410500	210	101000
2	05/20/20		4.99			1000 3 410500	350	101000
3	05/20/20		14.97			1000 5 420140	210	101000
4	05/20/20		81.99*			1000 5 420140	214	101000
5	05/20/20		1,247.97			1000 5 420140	220	101000
6	05/20/20		-11.72			1000 5 420140	230	101000
7	05/20/20		32.35			1000 5 420140	311	101000
8	05/20/20		97.53			1000 5 420140	790	101080
9	05/20/20		132.79*			1000 5 420160	210	101000
15	05/20/20		146.60			1000 7 420460	210	101000
16	05/20/20		6.69			1000 7 420460	214	101000
17	05/20/20		29.63			1000 7 420460	220	101000
18	05/20/20		134.97			1000 7 420460	223	101000
19	05/20/20		122.57*			1000 7 420460	230	101000
20	05/20/20		1,119.54			1000 7 420460	364	101000
21	05/20/20		59.12			1000 7 420460	345	101000
22	05/20/20		81.70			1000 7 420460	382	101000
23	05/20/20		87.00			1000 13 460433	220	101000
24	05/20/20		859.49			1000 13 460433	230	101000
25	05/20/20		25.95*			1000 13 460433	363	101000
28	05/20/20		16.17			1000 36 411020	210	101000
29	05/21/20		21.15			1000 201 431200	311	101000
31	05/20/20		6.32			2220 16 460100	311	101000
32	05/20/20		240.28			2220 16 460100	382	101000
33	05/20/20		16.17			2394 18 420531	210	101000
34	05/20/20		431.90			2394 18 420531	220	101000
36	05/20/20		6.95			2394 18 420531	311	101000
37	05/20/20		12.94			2510 107 430220	210	101000
40	05/20/20		921.79			2510 107 430220	230	101000

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42	05/20/20		2,441.58			2510 107 430220	363	101000
46	05/20/20		3.23			2520 108 430220	210	101000
47	05/20/20		230.45			2520 108 430220	230	101000
48	05/20/20		610.39			2520 108 430220	363	101000
56	05/20/20		109.93*			2985 15 450340	220	101000
57	05/20/20		496.80*			2985 15 450340	311	101000
58	05/20/20		51.43			5210 22 430530	210	101000
59	05/20/20		27.96			5210 22 430530	220	101000
60	05/20/20		5.21			5210 22 430530	226	101000
61	05/20/20		485.81			5210 22 430530	230	101000
62	05/20/20		65.42			5210 23 430550	214	101000
63	05/20/20		620.61			5210 23 430550	220	101000
65	05/20/20		189.03			5210 23 430550	226	101000
66	05/20/20		216.00			5210 23 430550	230	101000
67	05/20/20		615.84			5210 23 430550	235	102270
68	05/20/20		1,280.93			5210 23 430550	363	101000
75	05/20/20		9.14			5210 25 430510	210	101000
76	05/20/20		5.00			5210 25 430510	350	101000
79	05/20/20		70.93			5210 80 430540	210	101000
80	05/20/20		200.00			5210 80 430540	222	101000
81	05/20/20		5.21			5210 80 430540	226	101000
82	05/20/20		2.35			5210 80 430540	311	101000
86	05/20/20		9.13			5310 29 430610	210	101000
87	05/20/20		5.00			5310 29 430610	350	101000
88	05/20/20		51.43			5310 31 430630	214	101000
91	05/20/20		407.76			5310 31 430630	220	101000
92	05/20/20		163.96			5310 31 430630	226	101000
93	05/20/20		160.04			5310 31 430630	230	101000
94	05/20/20		1,280.93			5310 31 430630	363	101000
95	05/20/20		2.59			5310 32 430690	220	101000
96	05/20/20		5.21			5310 32 430690	226	101000
97	05/20/20		64.27			5310 33 430640	220	101000
98	05/20/20		285.80			5310 33 430640	222	101000
99	05/20/20		5.21			5310 33 430640	226	101000
100	05/20/20		294.52			5310 33 430640	230	101000
106	05/20/20		72.21			5510 10 420730	210	101000
107	05/20/20		3,523.28			5510 10 420730	214	101000
108	05/20/20		215.60			5510 10 420730	220	101000
109	05/20/20		4,475.32*			5510 10 420730	222	101000
110	05/20/20		60.37			5510 10 420730	230	101000
111	05/20/20		772.50			5510 10 420730	241	101000
112	05/20/20		29.12			5510 10 420730	345	101000
113	05/20/20		731.00*			5510 10 420730	350	101000
114	05/20/20		63.12			5510 10 420730	364	101000
115	05/20/20		40.24			5510 10 420730	382	101000

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116	05/20/20		28.88*			5610 87 430300	210	101000
117	05/20/20		18.33			5610 87 430300	220	101000
118	05/20/20		76.90*			5610 87 430300	311	101000
119	05/20/20		143.00			5610 87 430300	330	101000
120	05/20/20		109.36			5610 87 430300	345	101000
121	05/20/20		21.02*			6040 910 430220	230	101000
132865	-99789C	4187 MOFI	1,162.96					
1	RLF190018	05/05/20 Fire Training Center Paymen	576.38			1000 7 490500	654	101000
2			586.58			1000 7 490500	655	101000
132866	82935S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	82.00					
1		City Hall Rugs	0.00			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	33376	04/17/20 Shop	20.50		27721	6040 910 430220	220	101000
5	33211	04/10/20 WWTP	15.00		27255	5310 33 430640	360	101000
6	33222	04/13/20 WWTP	19.50		27255	5210 80 430540	360	101000
7	33409, 121	04/21/20 PD	27.00*		27545	1000 5 420140	360	101000
132867	82943S	395 VA MONTANA HEALTHCARE SYSTEM	417.50					
1	436K009YUQ	05/01/20 June Rent ~ RSVP	417.50		27472	2985 15 450340	530	101000
132868	-99787E	1970 MONTANA DAKOTA UTILITIES	34,433.89					
1		GAS/ELECTRIC ~ FD	315.50*			1000 7 420460	341	101000
2		GAS/ELECTRIC ~ FD	167.83			1000 7 420460	344	101000
3		GAS/ELECTRIC ~ City Hall	220.70			1000 8 411230	341	101000
4		GAS/ELECTRIC ~ City Hall	100.15			1000 8 411230	344	101000
5		GAS/ELECTRIC ~ Parks	565.91			1000 13 460433	341	101000
6		GAS/ELECTRIC ~ Parks	162.39			1000 13 460433	344	101000
7		GAS/ELECTRIC ~ Bath House	333.16*			1000 14 460445	341	101000
8		GAS/ELECTRIC ~ Animal Shelter	40.73*			1000 21 440600	341	101000
9		GAS/ELECTRIC ~ Animal Shelter	45.76			1000 21 440600	344	101000
10		GAS/ELECTRIC ~ Library	211.31			2220 16 460100	341	101000
11		GAS/ELECTRIC ~ Library	54.58			2220 16 460100	344	101000
14		GAS/ELECTRIC ~ District 165	3,745.60			2400 46 430263	341	101000
15		GAS/ELECTRIC ~ Rental Fee	8,836.60			2400 46 430263	533	101000
16		GAS/ELECTRIC ~ District 167	528.51			2420 48 430263	341	101000
17		GAS/ELECTRIC ~ Rental Fee	1,054.80			2420 48 430263	533	101000
18		GAS/ELECTRIC ~ District 171	155.53			2430 49 430263	341	101000
19		GAS/ELECTRIC ~ District 172	1,410.90			2440 50 430263	341	101000
20		GAS/ELECTRIC ~ District 202	109.65			2470 72 430263	341	101000
21		GAS/ELECTRIC ~ Rental Fee	325.90			2470 72 430263	533	101000
22		GAS/ELECTRIC ~ District 173	128.82			2480 47 430263	341	101000
23		GAS/ELECTRIC ~ Sewer Lift	101.77*			2510 107 430220	341	101000

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28		GAS/ELECTRIC ~ Water Plant	3,894.73			5210 22 430530	341	101000
30		GAS/ELECTRIC ~ Water Plant	293.36			5210 22 430530	344	101000
31		GAS/ELECTRIC ~ Fish & Game	16.29			5210 23 430550	341	101000
32		GAS/ELECTRIC ~ Fish & Game	14.52			5210 23 430550	344	101000
33		GAS/ELECTRIC ~ Fish & Game	16.29			5310 31 430630	341	101000
34		GAS/ELECTRIC ~ Fish & Game	14.52			5310 31 430630	344	101000
35		GAS/ELECTRIC ~ Sewer Lift	1,648.93			5310 32 430690	341	101000
36		GAS/ELECTRIC ~ Sewer Lift	63.80			5310 32 430690	344	101000
38		GAS/ELECTRIC ~ Ambulance	155.39*			5510 10 420730	341	101000
39		GAS/ELECTRIC ~ Ambulance	82.66			5510 10 420730	344	101000
42		GAS/ELECTRIC ~ Shop	448.33*			6040 910 430220	341	101000
43		GAS/ELECTRIC ~ Shop	80.32			6040 910 430220	344	101000
44		FISH & GAME ~ ELECTRIC	26.06*			2510 107 430220	341	101000
45		FISH & GAME ~ ELECTRIC	23.23			2510 107 430220	344	101000
46		FISH & GAME ~ ELECTRIC	6.51			2520 108 430220	341	101000
47		FISH & GAME ~ ELECTRIC	5.81			2520 108 430220	344	101000
50		Airport Electric	1,050.59*			5610 87 430300	341	101000
51		Airport Gas	349.74			5610 87 430300	344	101000
54		N Daly Sewer Treatment Plant	7,626.71			5310 33 430640	341	101000
132869	82950S	395 VA MONTANA HEALTHCARE SYSTEM	3,115.83					
1	436K009YUJ	06/01/20 June Rent ~ MCPD	3,115.83*		27562	1000 5 420140	530	101000
132870	82964S	872 EASTERN MONTANA IND	325.00					
1	435076	05/30/20 Library Cleaning Contract	325.00		27381	2220 16 460100	360	101000
132871	82965S	700 CUSTER COUNTY WATER & SEWER	13,141.96					
1	05312020	05/31/20 CCWSD Water/Sewer Collection	13,141.96			7980 211020		101000
132872	82944S	371 GENERAL DISTRIBUTING CO.	10.50					
2	00870518	04/30/20 Medicalon Account #47473	10.50*		27754	5510 10 420730	222	101000
132875	82931S	870 EAST MAIN ANIMAL CLINIC	47.02					
1	Stmt 5356	04/30/20 Vet Fees for Shelter Animal	47.02*		27553	1000 21 440600	350	101000
132876	82966S	2166 MUNICIPAL CODE CORP	790.00					
1	342032	05/06/20 Municode Hosting	263.33		26799	1000 3 410500	350	101000
2			263.33			5210 25 430510	350	101000
3			263.34			5310 29 430610	350	101000

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132877	82967S	2471 POSTMASTER	240.00					
1	PM062020	04/20/20 First Class Presort	120.00		26796	5210 25 430510	311	101000
2			120.00			5310 29 430610	311	101000
132878	82952S	4224 SPEAK WRITE	248.70					
1	2iffa5e6	05/04/20 Transcription	248.70*		27666	1000 5 420160	350	101000
132879	82936S	1407 KLJ ENGINEERING LLC	2,120.72					
1	10135404	04/08/20 GIS Data Maintenance	2,120.72		27667	2850 105 420140	350	101000
132880	82968S	999999 TED SCHREIBER	38.98					
1	Sep-Jan 20	05/05/20 DAV Meal Reimbursement	38.98		27470	2985 15 450330	379	101004
132881	82932S	999999 MAMA STELLA'S PIZZA	101.00					
1	248103	03/30/20 Appreciation Lunch	101.00		27951	1000 1 410200	210	101000
132882	82969S	2510 QUAD K SUPPLY	421.50					
1	57610	05/04/20 Paper Towels	25.80		27755	1000 7 420460	220	101000
2			12.70			5510 10 420730	220	101000
3	57661	05/11/20 Cleaning Supplies	85.09		27759	1000 7 420460	220	101000
4			41.91			5510 10 420730	220	101000
5	57816	05/28/20 Isopropanol Alcohol	171.52		27767	1000 7 420460	220	101000
6			84.48			5510 10 420730	220	101000
132883	82945S	4189 L.N. CURTIS AND SONS	240.00					
1	383475	04/27/20 Spectacle Kit for G1 Facepiece	240.00		27756	1000 7 420460	214	101000
132884	82946S	1780 MILES CITY MOTOR SUPPLY	188.18					
1	799744	04/13/20 Oil & Hydraulic Filters	192.97		1121	5610 87 430300	363	101000
2	801353	04/22/20 Apray Lube	5.79			5610 87 430300	363	101000
3		Balance 03/30/20 Credit	-10.58			5610 87 430300	363	101000
132885	82947S	1330 SCL Health - Sisters of Charity	241.70					
1	500284858	04/16/20 DUI Blood Draws	241.70*		27555	1000 5 420140	350	101000
132886	82970S	2961 TW ENTERPRISES INC	188.69					
1	45326	05/05/20 Alternator Parts	188.69		27265	5310 33 430640	230	101000
132887	82971S	790 DPC INDUSTRIES	90.00					
1	DE72000096	04/30/20 Demurrage	50.00		27264	5210 80 430540	222	101000
2			40.00			5310 33 430640	222	101000

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132888	82948S	4062 SCL HEALTH ~ Supplies	127.86					
1	10003	04/30/20 Supplies	127.86*		27757	5510 10 420730	222	101000
132889	82951S	2580 REYNOLDS WAREHOUSE GROCERY	50.91					
1	2-1202852	04/17/20 Cleaning Supplies	34.11		27758	1000 7 420460	220	101000
2			16.80			5510 10 420730	220	101000
132890	82972S	4092 CON-MAT SUPPLY	2,705.25					
1	75929	05/07/20 Concrete Tools	2,164.20		27306	2510 107 430233	230	101000
2			541.05*			2520 108 430233	230	101000
132891	82937S	2831 MILES CITY STAR PUBLISHING	645.30					
1	224260	04/13/20 City of Miles City	52.00		27952	1000 3 410500	330	101000
2	224353	04/17/20	52.00			5210 25 430510	330	101000
3			52.00			5310 29 430610	330	101000
4	224358	04/20/20 City Council	170.80*			1000 2 410100	220	101000
5	224256	04/10/20 PW/Utility	91.00		25350	1000 201 431200	331	101000
6	224569	04/24/20 PW/Utility	56.88		27725	5210 23 430550	331	101000
7			56.88			5310 31 430630	331	101000
8			91.01*			2510 107 430220	331	101000
9			22.73*			2520 108 430220	331	101000
132892	82973S	1941 LOCAL GOVERNMENT CENTER	150.00					
1	M202	05/14/20 Municipal Clerk Training ~Mary	150.00		27953	1000 3 410500	380	101000
132893	82974S	283 MONTANA STATE LIBRARY	3,185.82					
1	05/12/20	MT Shared Catalog FY 2021	3,185.82		27374	2220 16 460100	350	101000
132894	82975S	1361 INTERSTATE ENGINEERING	3,621.00					
1	40589	05/08/20 Riverwell PER	3,621.00		27814	5210 22 430530	940	101000
132895	82976S	4171 FERGUSON WATERWORKS #1701	2,099.96					
1	745159	05/12/20 Curbstop Repair Parts	252.04		27813	5210 23 430550	235	101000
2		Watermain Repair Parts	1,671.73			5210 23 430550	230	101000
3	745159-1	05/21/20 4" End Cap 6" Coupler	176.19		27819	5210 23 430550	230	101000
132896	82977S	2270 NORTHWEST PIPE INC	4,719.42					
1	7317820	05/11/20 Curbstop Repair Parts	1,815.82		27812	5210 23 430550	235	101000
2	7318254	05/11/20 Watermain Repair Parts	1,373.03			5210 23 430550	230	101000
3	7308480	05/18/20 Repair Kit for Riverside Valv	1,477.52		27269	5210 22 430530	230	101000
4	7317820-1	05/18/20 Curb Stop Comp Tees	53.05		27818	5210 23 430550	235	101000



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132897	82939S	3286 WPCI	179.75					
1	S138277-IN	04/30/20 Drug Screening	23.80			2510 107 430220	220	101000
2			5.95			2520 108 430220	220	101000
3	0050524-IN	03/25/20 Clearinghouse Management	29.15*			2510 107 430220	350	101000
4		Streets	29.16			2520 108 430220	350	101000
5		Parks	24.99			1000 13 460433	350	101000
6		Shop	16.66			6040 910 430220	350	101000
7		PUD	20.85			5210 23 430550	350	101000
8			20.86			5310 31 430630	350	101000
9		APO	8.33			5610 87 430300	350	101000
132898	82978S	502 CIMA	1,420.01					
1	MTMILE	05/14/20 Volunteer Insurance	500.00*		27473	2985 15 450340	512	101004
2			920.01*			2985 15 450340	513	101004
132899	82979S	2865 DEPT OF ENVIRONMENTAL QUALITY	620.00					
1	various	05/05/20 Water/Waste Water Renewal Fee	148.76*		27267	5210 22 430530	334	101000
2			160.73*			5210 80 430540	334	101000
3			210.51*			5310 33 430640	334	101000
4	5R2001388	05/05/20 Water Renewal Fee ~ Brockwa	30.00		27816	5210 23 430550	334	101000
5	5R2000030	05/05/20 Water/Waste Water Renewal F	35.00		27816	5210 23 430550	334	101000
6			35.00			5310 31 430630	334	101000
132900	82980S	4013 SOLESTONE REIMB SERVICES	4,570.86					
1	11250	05/11/20 April Ambulance Billing	4,570.86*		27761	5510 10 420730	350	101000
132901	82941S	1407 KLJ ENGINEERING LLC	33,000.00					
1	10136357	04/22/20 Des Serv for 018-2019 3/14-4	14,000.00*		1117	5610 87 430300	944	101000
2	10136360	04/22/20 Des Serv for 018-2019 3/14-4	19,000.00*		1117	5610 87 430300	944	101000
132902	-99786C	4010 FELT, MARTIN, FRAZIER & WELDON,	855.00					
1	1743	05/13/20 Labor Negotiations	855.00		27954	1000 3 411101	350	101000
132903	82981S	4027 THOMSON REUTERS	279.00					
1	842323698	05/04/20 MT Rules of Court	279.00		27022	1000 6 410300	382	101000
132904	82982S	2847 STEADMANS ACE HARDWARE	315.34					
1	321296	04/30/20 Water Line Parts	287.39*		1123	5610 87 430300	230	101000
2	419984	05/29/20 Duct Tape	27.95		27741	1000 8 411230	230	101000

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132905	82983S	4256 ARMSTRONG		3,000.00					
1	2020665001	01/17/20 Project 018-2019 Estimate		3,000.00*		1124	5610 87 430300	944	101000
132906	82984S	2240 NOLLEYS WELDING & MACHINE INC		4,400.00					
1	32933	05/15/20 Vertical Bracket Hangar 8		900.00*		1125	5610 87 430300	230	101000
2	32958	05/27/20 Vac Truck Repair		3,500.00*		27903	6040 910 430220	230	101000
132907	82985S	4257 VOLUNTEER SOFTWARE		300.00					
1	05/19/20	Software Renewal		300.00*			2985 15 450340	220	101000
132908	82986S	902 ENERGY LABORATORIES INC		353.00					
1	312318,354	05/08/20 Bacti's		311.00		27266	5210 80 430540	352	101000
2	313490,302	05/21/20 Nitrogen & Ammonia		42.00		27266	5310 33 430640	352	101000
132909	82987S	2871 THATCHER COMPANY OF MONTANA		6,140.30					
1	351052	05/14/20 Aluminum Sulfate		6,140.30		27268	5210 80 430540	222	101000
132910	82988S	2853 STRYKER SALES CORP		11,289.30					
1	3030930M	05/19/20 Power Cot		11,289.30		27147	5510 10 420730	220	101000
132911	82989S	4045 LAND SOLUTIONS, INC.		940.00					
1	LS52020	05/24/20 Spotted Eagle/A Districts		940.00		27607	1000 36 411020	350	101000
132912	82953S	4094 MONTANA DEPT OF AGRICULTURE		70.00					
1	Annual Lic	05/27/20 Weed Spray License ~ Emeli		35.00*		27270	5210 80 430540	334	101000
2				35.00*			5310 33 430640	334	101000
132913	82990S	4203 DETROIT INDUSTRIAL TOOL		245.82					
1	578172	05/08/20 Medical Masks		122.91		27817	5210 23 430550	220	101000
2				122.91			5310 31 430630	220	101000
132914	82991S	2540 RED ROCK SPORTING GOODS		3,500.00					
1	95801	05/22/20 Browning, Aquila, & Winchester		3,500.00		27564	1000 5 420140	227	101000
132915	82992S	2151 Morrison-Maierle System		3,444.99					
1	37235	05/18/20 Zuercher Migration Support		687.50		27669	2850 105 420140	350	101000
2	37234	05/18/20 Current Labor ~ Comp Setup		62.50		27669	2850 105 420140	350	101000
3	37254	05/21/20 Windows Upgrade		99.99*		27561	1000 5 420140	350	101000
4	37295	05/29/20 Quaterly Managed Service Fee		2,595.00		27675	2850 105 420140	350	101000

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132916	82954S	4258 EXECUTIVE BUILDING		650.00					
1	05/27/20	AUGUST RENT ~ SUITE 110		650.00*		27475	2985 15 450351	220	101008
132917	82993S	999999 HUGH GRINNELL		25.32					
1	2020-26-3	05/26/20 Glacier Park Book ~ MT hist		25.32		27376	2220 16 460100	382	101000
132918	82994S	999999 ERIN BERG		98.93					
1	05/29/20	Water Deposit Refund		98.93			5210 214010		101000
132919	82995S	999999 MIKE CHAPMAN		98.93					
1	05/29/20	Water Deposit Refund		98.93			5210 214010		101000
132920	82996S	999999 PAIGE GUNNINK		47.86					
1	05/29/20	Water Deposit Refund		47.86			5210 214010		101000
132921	82997S	999999 NANCY REYNOLDS		42.89					
1	05/29/20	DAV Driver Meal Reimbursement		42.89		27477	2985 15 450330	379	101004
132922	82998S	999999 BETTY VAIL		49.05					
1	05/29/20	Travel to Forsyth (mask delive		49.05		27479	2985 15 450330	370	101004
132923	82999S	4165 NORTHSTAR ELECTRIC SERVICE		64.72					
1	02401	05/18/20 Electric Socket Repair ~ Main		64.72		27377	2220 16 460100	360	101000
132924	83000S	999999 GLENDA LOCKIE		200.00					
1	05/28/20	Refund Restitution		200.00		27023	1000 362020		101000
132925	83001S	999999 KAESER & BLAIR, INC		640.86					
1	00520156	05/22/20 Hand Sanitizer		640.86		27476	2985 15 450330	220	101004
132926	83002S	2856 DXP ENTERPRISES INC.		853.37					
1	51407225	05/21/20 Safety Service Labor Kit		571.76		27764	1000 7 420460	350	101000
2				281.61*			5510 10 420730	350	101000
132927	83003S	4005 DEPT OF LABOR & INDUSTRY		100.00					
1	2010-ELEV-	05/28/20 Elevator Certificate of Op		100.00		27380	2220 16 460100	360	101000
132928	83004S	1571 MACS FRONTIERLAND		5.40					
1	636899	02/21/20 Clip for Vehicle		5.40		27565	1000 5 420140	230	101000

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132929	83005S 4222 CONWAY SHIELD	57.49							
1	0458115-IN 05/19/20 6" Shield	57.49		27768	1000 7 420460	226		101000	
132930	83006S 4259 PLATINUM PLUMBING & HEATING LLC	355.00							
1	364137 05/20/20 Repair Toilets	237.85		27765	1000 7 420460	350		101000	
2		117.15*			5510 10 420730	350		101000	
132931	83007S 1407 KLJ ENGINEERING LLC	49,444.10							
1	10137976 05/26/20 Stormwater/Slough	8,838.75		28001	1000 201 431200	350		101000	
2		7,071.00*			2510 107 430235	350		101000	
3		1,767.75			2520 108 430235	350		101000	
4	10137978 05/26/20 GR/Public Inv/Outreach	54.20		28001	1000 201 431200	350		101000	
5	10137963 05/26/20 Darling Addition Phase II & I	15,444.38		27822	2510 107 430236	350		101000	
6		10,656.62			5210 23 430550	940		101000	
7		4,787.75			5310 31 430630	940		101000	
8	10137420 05/15/20 GIS Data Maint~ Dispatch	823.65		27673	2850 105 420140	350		101000	
132932	83008S 1426 KIWI PETES TREE SERVICE	6,950.00							
1	927147 05/04/20 Tree Removal Orr & Palmer	6,950.00*		27728	2510 107 430220	350		101000	
132934	83009S 4108 MID-AMERICAN RESEARCH CHEMICAL	106.03							
1	0698682-IN 05/21/20 Spray Paint	106.03		27731	1000 13 460433	230		101000	
132935	83010S 2560 REGAN PLUMBING & HEATING	248.16							
1	220-11405 05/07/20 Riverside	50.80		27730	1000 13 460433	230		101000	
2	220-11444 05/19/20 Wibaux	5.31			1000 13 460433	230		101000	
3	220-11445 05/19/20 Shop	192.05			6040 910 430220	220		101000	
132936	83011S 4000 AG PARTNERS. LLC	81.25							
1	1B2565 05/05/20 Weed Killer	65.00		27727	2510 107 430220	222		101000	
2		16.25			2520 108 430220	222		101000	
132937	83012S 2152 MONTANA MAGISTRATES ASSO	200.00							
1	7/1-6/30 05/29/20 20/21 Judges Dues	200.00		27026	1000 6 410300	334		101000	
132938	83013S 4146 Car Quest - East-Mont Auto	588.02							
1	14441-1763 05/07/20 Repair Parts	235.21		27900	2510 107 430220	363		101000	
2		58.81			2520 108 430220	363		101000	
3		147.00			5210 23 430550	363		101000	
4		147.00			5310 31 430630	363		101000	

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132939	83014S	4216 BIG SKY GUTTERS & DOORS	2,663.00					
1	7380	05/08/20 High Lift Conversion Est #1225	2,663.00*		27901	6040 910 430220	360	101000
132941	83015S	4038 BOBCAT OF MILES CITY	2,787.25					
1	01-48494	05/08/20 Unit 41 wheel saw bits	1,114.90		26488	2510 107 430220	363	101000
2			278.73			2520 108 430220	363	101000
3			696.81			5210 23 430550	363	101000
4			696.81			5310 31 430630	363	101000
132942	83016S	267 HAYNES ENTERPRISES	12,091.13					
1	4343	05/01/20 606 N Lake	3,924.23*		27736	2510 107 430235	230	101000
2	4357	05/05/20 1719 Phillips	2,136.66*			2510 107 430235	230	101000
3	4392	05/21/20 ADA #5	3,784.52*			2510 107 430235	230	101000
4			2,245.72			2510 107 430234	350	101000
132943	83017S	999999 MARLIN NORBY	87.52					
Replacement Check. Parents paid every bill and deposit so the refund is going to them.								
1	Austin J	06/03/20 Refund Water Deposit	87.52			5210 214010		101000
132944	83018S	4024 WESTERN MUNICIPAL CONSTRUCTION	143,809.50					
1	Pay App 6	05/28/20 Darling Addition Constructi	65,961.06		27824	5210 23 430550	940	101000
2			7,394.19			5310 31 430630	940	101000
3			70,454.25			2510 107 430236	230	101000
132945	83019S	771 DEPT OF REVENUE	1,452.62					
1	Pay App 6	05/28/20 Pay App 6 WMC	665.27		27825	5210 23 430550	940	101000
2	1%	MT Gross Receipt Tax	75.56			5310 31 430630	940	101000
3			711.79			2510 107 430236	230	101000
132946	83020S	1986 JACKS BODY SHOP	165.00					
1	1032	05/20/20 Towing	165.00		27815	5310 31 430630	220	101000
132947	83021S	763 DIAMOND J CONSTRUCTION	224,030.47					
1	Pay App 1	05/29/20 Darling Phase III Const	92,593.02		27826	5210 23 430550	940	101000
2			5,400.00			5310 31 430630	940	101000
3			126,037.45			2821 95 430233	935	101000
132948	83022S	771 DEPT OF REVENUE	2,262.93					
1	Pay App 1	05/29/20 Diamond J Const Pay App 1	940.93		27827	5210 23 430550	940	101000
2	1%	MT Gross Receipt Tax	54.76			5310 31 430630	940	101000
3			1,267.24			2821 95 430233	935	101000

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132949	83023S	2962	2 M COMPANY	48.60					
1	20152279-0	05/05/20	Parks	48.60		27740	1000 13 460433	230	101000
			# of Claims	98	Total:	664,110.07			
				Total Electronic Claims	63,268.14	Total Non-Electronic Claims	600841.93		