



CITY OF MILES CITY AGENDA

*Regular Council Meeting
Via Zoom.us*

*July 28, 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 milescity-mt.org. If you would like to receive a personal invite, please email your email address to the City Clerk at the address below with the request. Documents for the meetings can be accessed by calling 874-8602 or emailing cityclerk@milescity-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	06/23/2020
B. Human Resource Meeting	06/30/2020
C. Regular City Council Meeting No Quorum	07/14/2020
D. Public Safety Meeting	07/16/2020
E. Finance Committee Meeting	07/21/2020
F. Public Safety Meeting	07/22/2020

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

13. UNFINISHED BUSINESS

- A. **RESOLUTION NO. 4329- A Resolution Approving a Park Use Permit Between the City of Miles City, Montana, and the Torez Moto X Club for use of the Miles City Motocross Track at Spotted Eagle**
- B. **Discussion and approval on Updates for Police Building Prospects and Moving Forward**
- C. **ORDINANCE NO. 1342- (First Reading) An Ordinance adopting Removing**

Antiquated Building Code Sections

- D. **RESOLUTION NO. 4330- A Resolution Authorizing the City of Miles City to Enter Into a Janitorial Service Agreement With Dale Petroff d/b/a Dale's Cleaning Service**
- E. **RESOLUTION NO. 4331- A Resolution Authorizing the City of Miles City to Enter Into a Contract With Marilyn Foreman for Janitorial Services for the City Police Department Building**
- F. **RESOLUTION NO. 4332- (First Reading) A Resolution Approving the Work Plan and Budget for Fiscal year 2020-2021 for Business Improvement District No. 101, and Providing of Hearing Thereon**
- G. **RESOLUTION NO. 4333- A Resolution Authorizing the City of Miles City to Enter Into a Main Street Program Grant Contract With the Montana Department of Commerce**
- H. **RESOLUTION NO. 4334- A Resolution Designating City Employees who are Authorized to Acquire Federal Surplus Properties from the State of Montana**
- I. **RESOLUTION NO. 4335- (First Reading) A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2019-2020 to Increase the Budgeted Amount in the Funds for Ambulance, Building Inspector and Lighting District # 173 Unbudgeted Revenues and Expenditures**
- J. **RESOLUTION NO. 4336- A Resolution Authorizing the City of Miles City to Enter Into a Building Inspection Services Contract with Russell Murphy**
- K. **Discussion and Approval on Purchasing Two City Hall Doors**

14. NEW BUSINESS

- A. **RESOLUTION NO. 4337- A Resolution of the City of Miles City Approving a Loan in the Amount of \$15,000, Together with Interest Thereon at the Rate of 2.375 per Annum on the unpaid Balance of the Principal Until Paid, From the Aeronautics Division of the Department of Transportation of the State of Montana to the City of Miles City, for the Purpose of Construction Improvement at the Frank Wiley Airport, Located in Miles City Montana, Providing for the Repayment of Loan, and the Terms Thereof**
- B. **RESOLUTION NO. 4338- A Resolution Authorizing the City of Miles City to Enter Into a Contract Addendum with Certified WPCI Regarding Drug and Alcohol Testing**
- C. **Approve writing off \$1,800.33 on Ambulance Fund**
- D. **Approve moving forward on leasing or purchasing Marvin Starks building**

E. Approval of June 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

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Doug Colombik- Reported that the COPS grant that was awarded to the City does cover health insurance.

Branden Stevens- Introduced Matthew DeJong to Council, and presented him a helmet and shield for recognition of being a confirmed firefighter after a year of being a probationary firefighter.

He reported that there are now twenty-three (23) confirmed COVID-19 cases in Custer County. Also, there were fourteen hundred (1400) residents tested at the fairgrounds last weekend. The eighty residents that showed signs and symptoms of the virus came back negative.

CITY COUNCIL COMMENTS

None

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

Bid Award- City Hall

- ** Councilperson Lott moved to approve Dales Cleaning Service bid for cleaning City Hall, seconded by Councilperson Andrews. The motion passed unanimously.

BID OPENINGS

Abate Public Nuisance

One bid was received for \$6,800.00

- ** Councilperson Lott moved to accept Jim Thormodsgard Consulting bid, seconded by Councilperson Kassner. The motion passed unanimously.

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. **RESOLUTION NO. 4327- A Resolution Pursuant to §16-48 of the Miles City Code of Ordinances, Establishing Dates, Times and**

Locations for Discharge of Fireworks Within the City Limits for the Year 2020

** *Councilperson Andrews moved to approve the Resolution, read by title only, and seconded by Councilperson Kassner. On roll call vote, the motion passed, 7-0. Resolution No. 4327 passed.*

B. RESOLUTION NO. 4328- A Resolution Establishing the Payment of Out-of-Town EMS Transfers to Part Paid Firefighter & Emergency Care Providers

** *Councilperson Lott moved to approve the Resolution, read by title only, and seconded by Councilperson Reese. After a short discussion, the motion passed by roll call vote, 7-0. Resolution No. 4328 passed.*

C. RESOLUTION NO. 4329- A Resolution Approving a Park Use Permit Between the City of Miles City, Montana, and the Torez Moto X Club for use of the Miles City Motocross Track at Spotted Eagle

** *Councilperson Andrews moved to table the Resolution, and seconded by Councilperson Huber. On roll call vote, the motion passed by unanimous consent, 7-0.*

D. Discussion on Updates for Police Building Prospects and How to Move Forward

Items discussed were:

- Deadline for the police to move is January 1, 2021
- It would cost approximately \$26,000 to move City Hall into another building, and probably the same cost to move the Police Department into City Hall
- A straw poll was conducted as to whether the Police Department should move into City Hall. The results were- four (4) Councilpersons needed more information and three(3) Councilpersons did not want to move the police department into City Hall
- General Fund is financially strapped, so the Council needs to decide on what is best for the City, Administrative personnel and the Police
- Miles City Area Economic Development Council representative Elizabeth Patten will contact Julie Emmons from SouthEastern Montana Development Corporation to see if there are any grants that may help the City with financial issues

E. Discuss and Approve steps to move forward on filling the Building Inspector's position

Items discussed were:

- The previous Building Inspectors contract was reviewed and recommended to change the contract back to sixty percent (60%) pay to the inspector for total permits sold. Also, a couple of wage figures were changed. There is no set rate for plan reviews and thought that the City should use the twenty five percent (25%) rate that is being used by the State, or whatever the City felt was reasonable
- There was a discussion to combined the Building Inspector with the Fire Inspector. Council felt that it would take too long to get the job description changed and did not want to wait. Also, the combination may add to much of a load and the building inspections may not get completed in a timely manner
- The City could extend the existing contract with Dennis Hirsch for another month if there were no changes. If there were changes made to the contract a special Council meeting could be scheduled.

*** Councilperson Lott moved to post the position as a contract and if nobody responds by June 30th, extend Dennis Hirsch's contract for one month, seconded by Councilperson Andrews and passed unanimously.*

ADJOURNMENT

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

The meeting was adjourned at 7:08 p.m.

Kathy Wilcox, Council President

Lorrie Pearce, City Clerk

Human Resources Committee
June 30, 2020

The **Human Resources Committee** met Tuesday, June 30, 2020, at 4:15 p.m. via Zoom Conferencing. Present were Committee Members Kathy Wilcox, Dwayne Andrews, R. Curtis Reese and Rick Huber. Also present were: PW Director Scott Gray, PU Director Tom Speelmon, Floodplain Administrator Samantha Malenovsky, City Planner Ally Capps, Police Chief Doug Colombik, and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Requests of Citizens

None

2. Committee Member Comments

None

3. Review/Recommend Job Descriptions:

A. Building Inspector/Code Enforcement

Director Gray commented on the changes made to the job description so that the departments of flood, zoning, planning, fire, any department involved with building and those codes would be followed and contacted along with following ICC rules and restrictions. Committee Member Huber asked about certifications. Director Gray stated the City building inspector handles commercial and residential inspections and if this is not spelled out in the job description the change would be made. Chairperson Wilcox questioned the title because we have another job description with code enforcement officer in it. Gray explained they work together public nuisances are handled by animal control. Chairperson Wilcox asked Officer Wilkins to change the title to Building Inspector / Building Code Enforcement.

***Committee Member Andrews moved to approve the Building Inspector/Code Enforcement job description language, seconded by Committee Member Reese. The motion passed unanimously, 4-0.*

B. City Court Clerk

Officer Wilkins stated that since there were no representatives of the City Court at the meeting that review should be postponed.

***Committee Member Andrews moved to table review of the City Court Clerk job description, seconded by Committee Member Huber. The motion passed unanimously, 4-0.*

4. Wage Increase Requests for FY 20-21

Officer Wilkins stated the Mayor was going to be there, but not sure where he was. She did have the wage request letter for the Floodplain Administrator. Chairperson Wilcox asked for the justification from the letter written by Director Gray. Officer Wilkins reiterated points from the letter: procured funds from a FEMA grant, worked with USACE on Section 205 Tongue River Flood study, she has helped to reduce the CRS

rating to a Class 8 reducing flood insurance rates for the citizens. Director Gray recommends a \$2/hour increase in wage. Chairperson Wilcox asked what the wage was on the current wage survey. Officer Wilkins stated there was one job on the survey from Glendive that fits that job description the wage is \$4267.38/month. Administrator Malenovsky's current wage is \$3,672/month a difference of \$600/month which equates to \$3.67/hour. Committee Member Andrews stated everyone wants a raise which is normal, and Administrator Malenovsky does a good job. The game the City has been playing is to match the wage to a job description that is the same, so basically, she is being underpaid. Committee Member Huber stated this should come up at budget time. Committee Member Andrews agreed since we don't know what budget will be, but she is saying there is money in the program to cover. Officer Wilkins stated that 40% of her wage is out of general fund. Chairperson Wilcox said that now is budget time, to wait until after budget is final how do you make a request to change the wage. The increase should be considered while budget meetings are going on. Committee Member Huber asked has it has been presented in budget review. Chairperson Wilcox explained it goes to HR first to get justification for the increase. If the request for increase doesn't qualify why send it to finance. The increase would be \$346/month 40% coming from general fund. Committee Wilcox commented there is justification to qualify for consideration needs to go to finance for determination of available funding

***Committee Member Wilcox moved to recommend to the finance committee a \$2/hour increase in Administrator Malenovsky's wage, seconded by Committee Member Andrews. The motion passed unanimously, 4-0.*

5. Discuss: Dept Head's request for an additional personal day as PTO

Officer Wilkins explained that this would have to go through a personnel policy change. Administration is not part of a negotiating unit.

***Committee Member Wilcox moved to remove the item from this agenda and future agendas, seconded by Committee Member Andrews. The motion passed unanimously, 4-0.*

6. Other

Chief Colombik pointed out at the last meeting he had given a salary survey to them that he conducted. The City has fallen behind the average in wages and what he sees with director's pay and it's happening again without a cost of living raise. The City needs to do an accurate survey and keep up with other similar agencies. He would like to see an attempt by the City to try to keep up with administrative staff wages. The directors who protect the city from liability wages are remaining stagnant. Committee Member Andrews stated he makes a good point. Committee Member Huber asked where would all the money come from. Director Gray pointed out that a lot of the different department's wages do not all come from the general fund, and understands being concerned about general fund, but reiterated that wages don't only come out of the general fund. He likes the research that Chief Colombik did and thought the communities he reached out to are comparable to Miles City and thinks it is time for the City to do another survey. Wilcox asked Officer Wilkin's if she presented possible wage increases to the budget committee when they were gathering information. Wilkins stated that she did not.

Chairperson Wilcox outlined 3 steps at this point to be proactive with trying to keep up with other agencies

1. Some consideration of increase would go with chief's survey results now, forward to the budget committee to see if there is anything we can do to bring people up a little bit this fiscal year.

2. Include in our request for HR funds to do a salary survey in the coming fiscal year.
3. Talk more about do we need to work hand in hand with the finance committee and perhaps we need to see what we have for policies in terms of a cost of living increase for staff and department heads alike and perhaps we need to draft something. It is a recurring problem and it is going to continue to be if annual cost of living is not addressed. If performance is adequate maybe not as much as the cost of living, but at least 1 or 2 percent

Chief Colombik has been with the city for 29 years and administration has been left behind while unions have seen consistent increases and contractually have the ability to file grievances and go into arbitration and the Directors are left out wading in the water with no ability to keep up with the cost of living. He would like to see the City take proactive steps. He commented this is the 3rd year without any increase and if we go three more years the cost to provide a wage increase could be up to \$9/hour instead of incremental changes over that same time period. He appreciates the committee being open about this subject and taking the right steps.

7. Next Meeting: July 21, 2020 at 4:15 p.m.

8. Adjournment

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

The meeting was adjourned at 5:15 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

REGULAR COUNCIL MEETING July 14, 2020
6:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, July 14, 2020, via Zoom.us, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Ken Gardner, Austin Lott, and Kathy Wilcox. Councilpersons Brant Kassner, Dwayne Andrews, Rick Huber and Curtis Reese were absent. There was not a quorum, no action will be taken on the agenda.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Public Utilities Director Tom Speelmon, Police Chief Doug Colombik, Planner In Training Ally Capps, Dispatch Supervisor Lyne Anderson 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: 6/23/2020

Human Resource Minutes: 6/30/2020

SCHEDULE MEETINGS

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

Public Safety	July 16 th @ 5 p.m.
Human Resource	July 21 st @ 4:15 p.m.

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Presentation of buildings that the City has viewed

There was a long discussion on what buildings would fit the needs for the Police Department. The top three/four were:

1. Music Shop/Leidholt's Building- Cost is \$205,000 and would be the ideal

building. Enough space for officers, storage and parking. The space would not house any State agencies.

2. Marvin Stark's Building- Cost is \$315,000, also an ideal space with enough space for the officers, storage and parking. The building is not updated to comply with the American Disability Act, and would need a new elevator, if the building was purchased. This building could be leased, but there are security issues with sharing the building with other businesses. It is pretty close to turn key.
3. City Hall- A potential option with two departments moving
4. Possibly Boutelle/Old Transmission Building- Cost is \$650,000 and it comes with options to buy or lease. There were concerns of water issues and would take a lot of money to add offices.

Consensus was to try and rent/lease a building and move forward with the Public Safety building.

Chief Colombik added that it would cost approximately \$15,000 for IT and phone lines to be moved.

Mayor Hollowell introduced Russell Murphy as the temporary Building Inspector.

Director Speelmon- Reported that the Darling project is right on or a little bit ahead of schedule. Underground work is completed up to Fourth Street and working on curbing. Paving on two blocks should begin July 27th.

CITY COUNCIL COMMENTS

None

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

- A. **RESOLUTION NO. 4329- A Resolution Approving a Park Use Permit Between the City of Miles City, Montana, and the Torez Moto X Club for use of the Miles City Motocross Track at Spotted Eagle**

- B. Discussion and approval on Updates for Police Building Prospects and Moving Forward**

NEW BUSINESS

- A. ORDINANCE NO. 1342- (First Reading) An Ordinance adopting Removing Antiquated Building Code Sections**
- B. RESOLUTION NO. 4330- A Resolution Authorizing the City of Miles City to Enter Into a Janitorial Service Agreement With Dale Petroff d/b/a Dale's Cleaning Service**
- C. RESOLUTION NO. 4331- A Resolution Authorizing the City of Miles City to Enter Into a Contract With Marilyn Foreman for Janitorial Services for the City Police Department Building**
- D. RESOLUTION NO. 4332- A Resolution Approving the Work Plan and Budget for Fiscal year 2020-2021 for Business Improvement District No. 101, and Providing of Hearing Thereon**
- E. RESOLUTION NO. 4333- A Resolution Authorizing the City of Miles City to Enter Into a Main Street Program Grant Contract With the Montana Department of Commerce**
- F. RESOLUTION NO. 4334- A Resolution Designating City Employees who are Authorized to Acquire Federal Surplus Properties from the State of Montana**
- G. RESOLUTION NO. 4335- A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2019-2020 to Increase the Budgeted Amount in the Funds for Ambulance, Building Inspector and Lighting District # 173 Unbudgeted Revenues and Expenditures**
- H. RESOLUTION NO. 4336- A Resolution Authorizing the City of Miles City to Enter Into a Building Inspection Services Contract with Russell Murphy**
- I. Discussion and Approval on Purchasing Two City Hall Doors**

The doors are needed because the City is in violation, because we need crash bars installed if the City is locking down with occupants inside. Also,

handicap openers are needed on both doors.

The previous Building Inspector ordered the doors without following the Purchasing policy. Director Gray received a call a few weeks ago from ABC glass informing him that the two doors had arrived and the cost is \$12,700.

ADJOURNMENT

****** *Councilperson Lott moved to adjourn the meeting, seconded by Councilperson Wilcox and passed unanimously.*

The meeting was adjourned at 6:53 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

**Public Safety Committee Meeting
July 16, 2020**

The Public Safety Committee met Tuesday, July 16, 2020, at 6:00 pm via Zoom Conferencing in the Human Resources Office at City Hall, 17 S. 8th. Present were Committee Members Kathy Wilcox, Ken Gardner, and Austin Lott. Dwayne Andrews was excused. Also present were: City Judge Ken Stein, Police Chief Doug Colombik, Mayor John Hollowell, Architect Brandon Janshen, and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Lott called the meeting to order.

1. Request of Citizens

None

2. Committee Member Comments

None

3. Review and discuss options for housing Police Department

Chairperson Lott outlined the three options the committee would be looking at for housing the Police Department:

1. 15 N. 8th, Leidholt Building, purchase option would only house the Police Department
2. Boutelle Building, lease or purchase option
3. Stark Building, lease option

The committee discussed the pros and cons of each building compared with the needs of the Police Department. The committee decided that a lease option would be in the best interest of the City, since plans that have been developed for a future Public Safety Building. Mr. Janshen pointed out that prior to going forward with any plans the City needs to select a building and suggested contacting Dennis Leidholt regarding an option to lease his building. The Mayor stated he would contact him and also Rob Zignego regarding lease options for the Boutelle Building. Once more information is obtained on each possibility the committee will meet next week and decide on a building and make the recommendation to Council.

4. Discussion/recommendation on Ordinance 1064 boats on Cook Lake

Ordinance 1064 of June 13, 1995 and Ordinance 929 of March 8, 1984 were read. Ordinance 1064 was to serve as an emergency Ordinance for 90 days and then revert back to Ordinance 929. Ordinance 1054 is currently published in Municode, which states that 4 motor boats and personal watercraft may be operated on Cook Lake, but not at the same time. Officer Wilkins will contact City Attorney Dan Rice for information on the best way to rectify the conflict with Municode and the ordinances for the committee.

***Committee Member Wilcox recommend to full council that Municode be reconciled with Ordinance 929, seconded by Committee Member Gardner. By unanimous consent the motion passed 3-0.*

5. Adjournment

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

The meeting was adjourned at 6:30 p.m.

Respectfully Submitted:

Austin Lott, Chairperson

Linda Wilkins, Recorder

Finance Committee Meeting July 21, 2020

The Finance Committee met Tuesday, July 21, 2020 at 6:00 p.m. at the Conference Room in City Hall by remote means (Zoom). Present were Committee Members Austin Lott, Brant Kassner and Curtis Reese.

Also present were: Public Utilities Director Tom Speelmon, Public Works Director Scott Gray, Police Chief Doug Colombik, Planner in Training Ally Capps, Fire Chief Branden Stevens, Dispatch Supervisor Lyne Anderson, Deputy City Clerk Mary Rowe & City Clerk/Recorder Lorrie Pearce.

Chairperson Lott called the meeting to order.

1. Request of Citizens and Public Comment:

Clerk Pearce reported that the Human Resource Committee had recommended a 2 percent wage increase for Department Head personnel. This is for fiscal year 2021.

2. Discuss and Recommendation on writing off \$1,800.33 from Ambulance Fund

*** Committee Member Reese moved to recommend to Council to write off \$1,800.33 from the Ambulance Fund, seconded by Committee Member Kassner. The motion passed unanimously*

3. Discussion on FY20/21 Budget

The Committee asked for the following adjustments:

- Finance- Cut \$8,000 from salary
- Police Department- Cut 10%
- Dispatch- Cut \$5,000
- Fire Department- Cut the match for the water tender (\$50,000) and then another \$70,000
- Swimming Pool- Cut \$7,000 by closing 1 day a week
- Animal Control- Cut 5%
- Flood Prevention- Cut all matches, Mayor will talk with the Flood Administrator
- Increase revenue account 351030 to total \$160,000

The cuts should be presented to the City Clerk by this Friday. If the City receives any revenue from the CARES ACT, the finance committee will support a budget amendment to spend the money on the cuts being made.

4. Adjournment

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

The meeting was adjourned at 7:59 p.m.

Austin Lott, Committee Chairperson

Lorrie Pearce, Recorder

Public Safety Committee Meeting
July 22, 2020

The Public Safety Committee met Tuesday, July 22, 2020, at 5:00 pm via Zoom Conferencing in the City Clerk's Office at City Hall, 17 S. 8th. Present were Committee Members Kathy Wilcox, Ken Gardner, and Austin Lott. Also present were: Police Chief Doug Colombik, Mayor John Hollowell, Police Captain Dan Baker, and City Clerk/Recorder Lorrie Pearce.

Chairperson Lott called the meeting to order.

1. Request of Citizens

None

2. Committee Member Comments

None

3. Discussion and Recommendation Regarding MCPD Building

The Committee discussed the three buildings that remain as an option for the Police:

1. 15 N. 8th, Leidholt - Has a leaking roof, the City could ask them to fix before the City bought it. Leasing is not an option
2. Boutelle Building, lease or purchase option- Rob Zignego wants \$8,000 a month to lease and the building needs major repairs
3. Stark Building, lease option- Lease would be \$3,000 a month. If leased the City would need to purchase 1-2 secure modular sheds at a cost of \$4,000-5,000 each, then the windows would have to be remodeled because it is too much glass. It would cost approximately \$15,000 to move the phones and computers to the site. Fencing, surveillance equipment and vehicle storage would need to be addressed. Clerk Pearce thought that the City could get an InterCap loan, she would need a cost to submit an application.

The committee agreed that the Stark building would be the best option to move ahead with.

***Committee Member Wilcox moved to recommend getting a five-year lease from Marvin Stark and the City move toward getting a Public Safety building. After a short discussion Committee Member Wilcox amended her motion to move towards a lease or purchase the Stark Building and still move forward on a Public Safety building, seconded by Committee Member Gardner. The amended motion passed unanimously*

4. Adjournment

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

The meeting was adjourned at 5:28 p.m.

Austin Lott, Chairperson

Lorrie Pearce, Recorder

Unfinished Business

RESOLUTION NO. 4329

A RESOLUTION APPROVING A PARK USE PERMIT BETWEEN THE CITY OF MILES CITY, MONTANA, AND THE TOREZ MOTO X CLUB FOR USE OF THE MILES CITY MOTOCROSS TRACK AT SPOTTED EAGLE.

WHEREAS, the City of Miles City desires to allow The Torez Moto X Club the use of certain park property owned by the City, being the motocross track located at Spotted Eagle park;

AND WHEREAS, the terms and conditions of the use of said park property, namely the Miles City Motocross Track, has been reduced to writing, in the form of a Park Use Permit.

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

1. The City adopts the Staff Report attached hereto as Exhibit "A" as findings of fact in support of the granting of this permit.
2. The Park Use Permit between the City of Miles City and The Torez Moto X Club, attached hereto as Exhibit "B", and made a part hereof, is hereby approved and adopted by this Council;
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute said permit on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 28th DAY OF JULY, 2020.

JOHN HOLLOWELL, Mayor

ATTEST:

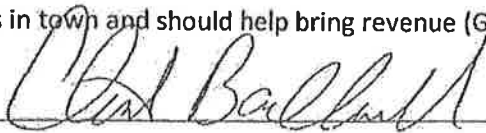
Lorrie Pearce, City Clerk

Torez Moto X Club Proposal

Our vision is to reopen Spotted Eagle riding area. It will provide people the opportunity who have interest with riding in Miles City to be able to do so at a designated place. With very limited places to legally ride currently this would provide a safe, controlled, and positive area for families to participate at. We want to rebuild the motocross track, build a mini bike track, and build a BMX track.

- Torez Moto X Club is a nonprofit club. All proceeds and donations go back into the area used.
- The area will be maintained by the club including the road and inside gate parking area.
- Each member will sign a release and waiver to be able to enter and use the area.
- Members will only be able to enter the area through the gate (which is currently not there) with a key card lock system.
- Members will pay an annual fee to offset the costs of up keep of the area. \$175 per year for a family up to 4, \$125 for single membership, \$50 FOR BMX track only use.
- All bikes will have appropriate mufflers systems that keep noise down.
- All riders will be required to wear the appropriate safety gear: helmets, boots, and pants.
- Possibly 1 portable out house other wise use of bathrooms currently on premises.
- No service or shop work will be done on property. For example, if someone gets a flat tire, they will be allowed to change their own tire but it's not considered a service job.
- Club will be responsible for trash cans on the track and members are encouraged to pack in pack out process.
- No buildings or pop up buildings will take place on property anytime during the lease.
- Fund Raisers will be through the club and directed by a club official or party.
- Current fencing is in good shape and will be repaired by club if needed and a second gate will be installed before 1st big water crossing and maintained by the club.
- Providing a multi-purpose riding area for the community of Miles City.

The Lease proposal's time line requested 5 years with a waiver of lease payment, The property is on City land and will be a complete nonprofit operation that has shown a lot of interest from out of town as well as in town and should help bring revenue (Gas, Lodging, Food) to Miles City on a weekly basis.



Date: 5.7.20

**Staff Report to City Council
Torez Moto X Club proposal;
Spotted Eagle Recreation Area Park Use Permit request
Report Date: June 18, 2020**

I. General Information

Type of Request:	Request to use land in the city-owned Spotted Eagle Recreation Area for recreational purposes on an ongoing, recurring basis for five years
Requestor:	Torez Moto X Club, represented by Clint Backlund
Date of Finance Committee meeting:	June 8, 2020
Date of City Council meeting:	June 23, 2020

II. Introduction/History

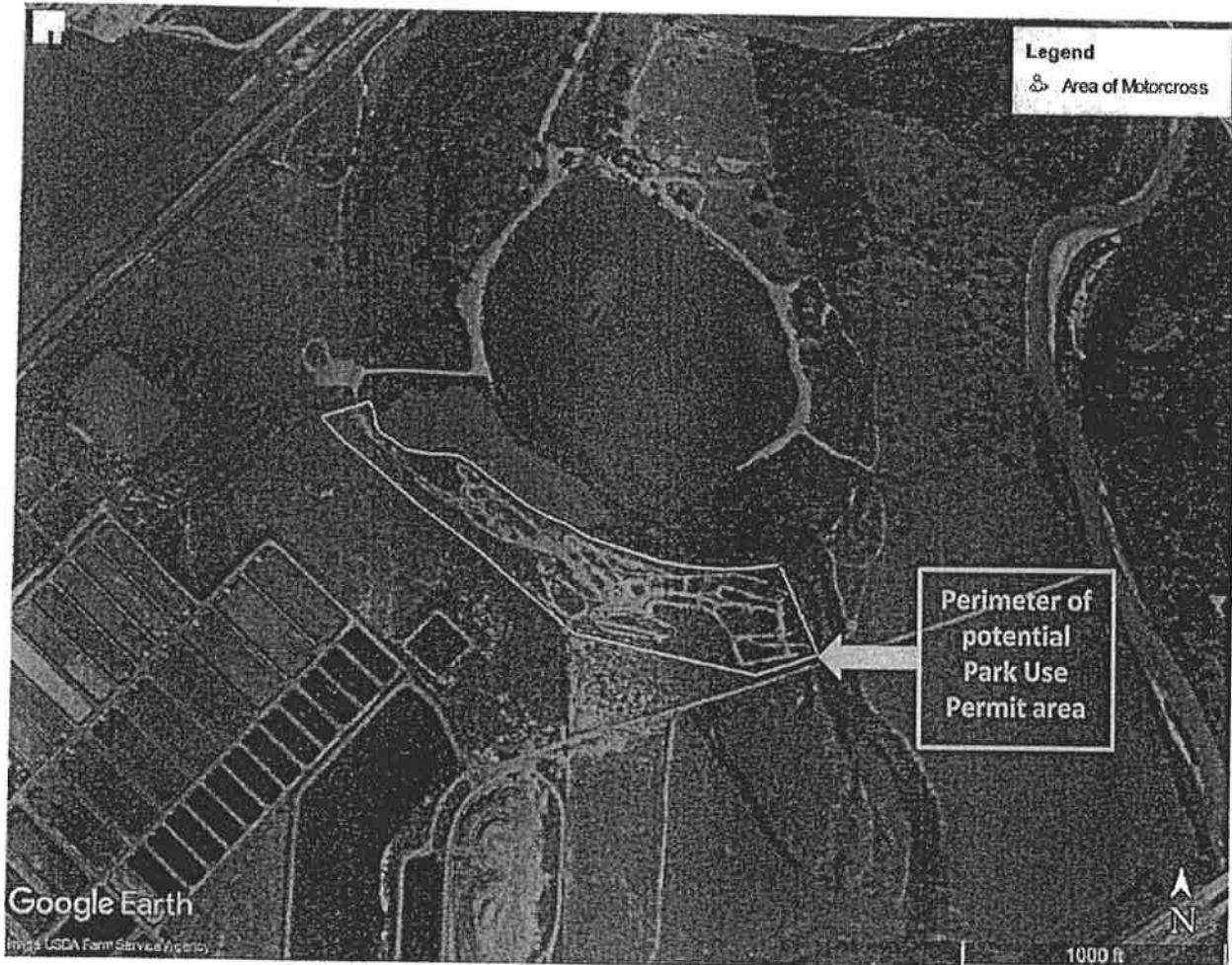
The City of Miles City owns the Spotted Eagle Recreation Area and operates the area as a parks and recreational area under Chapter 17 of the Miles City Code of Ordinances. The Recreation Area is located south of downtown between MT Highway 59 and Interstate 94, outside the city limits. The area of city land comprising the site is approximately 122.7 acres in size, with approximately 23 acres being Spotted Eagle Lake in the central portion of the property, and the rest of which is open space, public park, roads, trails, parking areas, bathroom facilities, a boat ramp, a dock, and a shooting range for a private gun club.

Clint Backlund from Torez Moto X Club recently inquired with the City of Miles City through Ally Capps, City Planner and Lease Administrator, regarding the potential for the Club to lease (at no cost, as proposed) an area of the Recreation Area property that was formerly used as a dirt track for off-road motorcycle riding. Through internal staff discussion, it was determined by city staff that it would be more appropriate for the city to review and administer the potential use of the city-owned property for the motocross track through a Park Use Permit administered under Chapter 17, Parks and Recreation, of the Municipal Code. Further discussion of the Club's proposal may be found in Section V of this report.

The following 'Map 1', made by city staff, shows the approximate area of historic motocross track usage in relation to Spotted Eagle Lake; the area delineated within the yellow boundary south of the lake represents the area staff is reviewing for a potential Park Use Permit.

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Map 1: Area map showing the subject portion of the Spotted Eagle Recreation Area south of the lake within the yellow boundary, which represents the area being reviewed for a potential Park Use Permit.



III. Applicable City Codes/Policies

Because the Recreation Area is located entirely outside the city limits of Miles City, city ordinances typically do not apply except as stated otherwise in City Code. Per Section 1-9 of the City Codes, subsection (1), the application of city regulations is extended beyond the city limits to include the Spotted Eagle Recreation Area, which is one of several specific areas that the city owns, leases and controls which are within three miles of the city limits.

The primary City Codes that apply to the project are those for “Parks and Recreation” found in Chapter 17. The following are the applicable sections and other provisions of Chapter 17 that should be considered with this proposal, along with occasional staff footnotes regarding their applicability.

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Chapter 17 - PARKS AND RECREATION

ARTICLE I. - IN GENERAL

Sec. 17-1. - Authority to establish parks and recreational facilities.

The city council shall have the power and authority to procure, establish, equip, maintain, regulate and operate parks, playgrounds, swimming pools, skating rinks, civic centers, youth centers and other recreational projects and facilities, and combinations thereof. The council shall have power and authority to adopt rules and regulations for the care and operation of such facilities, to establish reasonable and uniform charges for the privilege of their use and to perform such other duties as may be necessary to comply with the laws of the state.

ARTICLE II. - SUPERINTENDENT OF CITY PARKS

Sec. 17-26. - Appointment.

The mayor shall appoint, with the consent of the city council, a superintendent of city parks¹. The appointment shall be for a probationary term of one year. If the probationary term of the appointment has been satisfactory, the mayor, with consent of the council, may make the appointment permanent, so long as the appointee is competent and maintains good conduct.

Sec. 17-27. - Duties.

It shall be the duty of the superintendent of city parks to supervise the management and control of all parks belonging to the city, including baseball parks, and of all trees and other plants in the parks, subject at all times to such regulations and orders as may be promulgated by the city council.

ARTICLE III. - COMMUNITY PARKS ADVISORY COUNCIL²

Sec. 17-46. - Creation.

There is hereby created, pursuant to the authority of MCA 7-1-317, a community parks advisory council. *(Ord. No. 1002, § 1, 4-24-90)*

Sec. 17-47. - Functions.

The functions of the community parks advisory council shall be as follows:

(1) To advise the city council as to projects that should be included and funded within a park improvement

¹ There is no appointed, official 'Superintendent of City Parks'; the Public Works Director directs and oversees the management of city parks and recreation areas.

² The Community Parks Advisory Council appears defunct pursuant to Sec. 17-53 (see below).

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district of the city;

(2) To advise the city council as to long range projects and uses of city parks and recreational areas;

(3) To advise the city council as to sources of revenue and use fees for use of city parks and recreational areas;

(4) To advise the city council as to coordination of use of the city parks and recreational areas; and

(5) To advise the city council on such further issues concerning city parks and recreational areas as the city council may from time to time refer to the advisory council.

Sec. 17-48. - Membership.

(text omitted)

Sec. 17-49. - Terms of members.

(text omitted)

Sec. 17-50. - Officers.

(text omitted)

Sec. 17-51. - Compensation of members; meetings.

(text omitted)

Sec. 17-52. - Limitation on powers.

(text omitted)

Sec. 17-53. - Duration of existence.

The community parks advisory council shall cease to exist six years from the date of final passage of the ordinance from which this article is derived, or sooner by act of the city council, unless the existence of such community parks advisory council is extended by affirmative act of the city council.³

ARTICLE IV. - BOAT LAKES AND WATERWAYS

[Sec. 17-76 through Sec. 79 are omitted because they only apply to boats on waterways]

Sec. 17-80. - Swimming and wading.

Swimming and wading, other than as is necessary as a part of waterskiing or watersledding rescue or loading or unloading a motorboat or other watercraft, is prohibited in a boat lake, except swimming and wading is permitted at Spotted Eagle Recreation Area during the dates and times and in the areas

³ Staff is unaware of an extension of the community parks advisory council's existence by the City Council; therefore, it appears the advisory council is defunct, as more than six years have passed since final passage of Ord. No. 1002 in April 1990. The staff is therefore providing the advisory functions of the council to the City Council with this report.

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designated by the city council.

Sec. 17-81. - User fees.

Pursuant to section 7-16-4103 of the Montana Code Annotated and section 17-1 of the Code of Ordinances of the City of Miles City, there shall be fees for the use of Spotted Eagle Recreation [Area] as follows:

Vehicles (including vehicles with non-motorized boats or watercraft)	\$ 2.50
—Season Pass (if family, can be used for up to two vehicles per family)	25.00
Vehicles with boat or watercraft	5.00
—Season Pass	40.00
Motorcycle	1.00
Pedestrians	0.50

Said fees shall be charged from the Saturday of Memorial Day weekend through and including the Monday of Labor Day weekend.

ARTICLE V. - PARK USE PERMITS

Sec. 17-100. - Park use permit required.

Any person or entity desiring to reserved the exclusive use of a park ground, or recreational facility of the city shall apply for and obtain a park use permit from the city for such exclusive use.

Sec. 17-101. - Application for park use permit.

Application for a park use permit shall be submitted to the lease administrator of the city, as designated from time to time by the mayor. All applications shall be on a form and in a format as provided by the city.

Sec. 17-102. - Application review.

The lease administrator shall review such application and determine whether exclusive use of a part or all of a park ground, recreational facility, or other city facility is reasonable in relationship to the area requested and the requested duration of use, and is required to protect public property or the public health, safety or welfare. The lease administrator shall further review such application to determine whether the requested use conflicts with other applications for exclusive use or anticipated applications for exclusive use of the same park ground, or recreational facility.⁴

Sec. 17-103. - Issuance of nonrecurring park use permit.⁵

⁴ See Section IV of this report for discussion of other uses and potential conflicts.

⁵ Because the proposed motocross use is ongoing and repeated, the application is being reviewed as a 'recurring' park use permit (see below).

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If the application is for a planned, nonrecurring social occasion such as birthday parties, weddings, or programs, or a nonrecurring recreational activity, does not conflict with another application or anticipated application, and is reasonable in relationship to the area requested and the requested duration of use, the lease administrator may issue a park use permits allowing use of the park area or other recreational facility by one or more persons, to the exclusion of others, during the requested date and time of use, or such reduced time as the lease administrator deems reasonable in relationship to the use requested.

Sec. 17-104. - Resolution of issues on nonrecurring park use permit.

If, upon review, the lease administrator determines that the application conflict with another application or anticipated application, or is not reasonable in relationship to the area requested or the requested duration of use, the lease administrator shall meet with the applicant to attempt to resolve such issues. If, upon meeting, such issues are not resolved to the mutual satisfaction of the lease administrator and the applicant, then the issue shall be submitted to the city council who shall determine whether to grant a park use permit and any limitations or revisions as to area and/or duration the permitted use, based upon the best interests of the city and of the public.

Sec. 17-105. - Issuance of recurring park use permit.

If the application is for a recurring occasion, or recurring recreational or sport activity, and does not conflict with another application or anticipated application, and is reasonable in relationship to the area requested and the requested duration of use, the lease administrator shall determine insurance requirements and other terms and conditions necessary or advisable for the protection of the best interests of the city, complete, and have the applicant execute a recurring park use permit in the format established from time to time by resolution of the city council.

Sec. 17-106. - Resolution of issues on recurring park use permit.

If the application is for a recurring occasion, or recurring recreational or sport activity, and, upon review the lease administrator determine that the application conflicts with another application or anticipated application, or is unreasonable in relationship to the area requested or the requested duration of use the lease administrator shall meet with the applicant and any conflicting applicants or anticipated conflicting applicants and attempt to arrive at a coordinated plan of use or resolution of the area and/or duration of use. If a coordinated plan of use or resolution of the area and/or duration of use is not agreeable to all parties, then the issue shall be submitted to the city council who shall determine either a plan of coordinated use or exclusive use by one or more of the applicants, and any limitations or revisions as to area and/or duration the permitted use, based upon the best interests of the city and of the public.

Sec. 17-107. - Authorized persons only permitted to enter or remain upon permitted areas or facilities.

No entity, person or persons other than the entity, person or persons authorized by the park use permit shall enter or remain on the park areas or recreational facility areas designated in the park use permit during the period covered by the permit.

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Sec. 17-108. - Posting and reservation of permitted areas or facilities.

Whenever a park use permit for any area of any park ground or recreational facility has been issued, the area permitted may be posted and closed to the use of all persons not associated with that exclusive use during the days and hours of the permitted use. The lease administrator shall have the authority to post reservation notices at park areas or recreational facilities notifying the public that a park area or recreational facility is reserved for exclusive use during a specified time period, pursuant to a park use permit. No person shall disobey any reservation notice posted or issued by the lease administrator relating to the use of any park area or recreational facility identified in the park use permit.

Sec. 17-109. - Permits not transferable.

All park use permits issued may only be used by the permit holder and only at the location, dates and times permitted. Park use permits are nontransferable.

Sec. 17-110. - No right to issuance of permit.

Nothing herein shall be construed as establishing any right to any person or entity to the issuance of a park use permit, such issuance ultimately being in the sound discretion of the city council.

Sec. 17-111. - Surrender of possession to permit holder.

Any person not having a permit for the use of a park facility shall surrender or turn over possession of the park area or recreational facility to any person or entity having possession of a valid park use permit. It shall be unlawful for any person not having a valid park use permit to refuse to or fail to surrender the use of the permitted park area or recreational facility for the duration of the permitted use to any person or entity who has a valid park use permit for such park area or recreational facility during the period of such permitted use.

Sec. 17-112. - No right to park use permit.

Nothing herein shall be construed as establishing any right to any person or entity to the issuance of a park use permit, such issuance ultimately being in the sound discretion of the city council.

Sec. 17-113. - Violation a misdemeanor; penalty.

Any person violating any provisions of this article shall be guilty of a misdemeanor punishable by a fine not to exceed \$500.00, or imprisonment for a term not to exceed six months, or both.

Sec. 17-114. - Liability insurance required.

Liability insurance shall be required for certain uses of city owned property. All policies of liability

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insurance required in this part shall name the City of Miles City, Montana, as an additional insured, on a primary/noncontributory basis.

(1) Prior to the issuance of a park use permit, or any permit for the use of any city owned property, the following insurance requirements shall apply, for each requested use, and based on the hazard level designation set forth in this part:

a. For activities included under hazard level I which will include less than 50 people in attendance, no liability insurance shall be required.

b. For activities included under hazard level I which are anticipated to include 50 or more people, and for activities included under Hazard Level II, proof of liability insurance in the amount of \$500,000.00 per claim, \$1,000,000.00 per occurrence, shall be required.

c. For activities included under hazard level III, proof of liability insurance in the amount of \$750,000.00 per claim, \$1,500,000.00 per occurrence, shall be required.

(2) Liquor liability coverage in the same amount as is required for each hazard designation, but not less than the amount required for hazard level 1 events attended by 50 or more people, shall be required for all events which include the sale or consumption of alcohol, with the exception of host provided alcohol, or privately provided alcohol, consumed at private events which are attended by 50 or fewer people, for which no admission or other fee is paid, and so long as an alcohol variance has been properly obtained from the city.

(3) Property damage coverage in the amount of \$50,000.00 shall be required for all hazard level I events which are anticipated to include 50 or more people in attendance, and for all hazard level II events. Property damage coverage in the amount of \$100,000.00 shall be required for all hazard level III events.

(4) In the event multiple organizations, entities, or vendors will be operating under one permit, each must be covered and show proof of all insurance required herein.

(5) All permittees shall ensure that employees are covered by workers compensation, and may be required to provide proof of the same.

(6) All vehicles which are used on city owned property must be covered by personal or business liability auto coverage.

(7) The following hazard level designations shall be used for determination of required insurance coverages in this part. Any proposed use which is not covered by the following shall be assigned a hazard level designation by the city's lease administrator. The City of Miles City reserves the right to increase the hazard level of an activity based on information received by the city which tends to show that the activity is of a greater risk than that designated below. The City of Miles City may refuse to issue a park use permit, or any permit for the use of city owned property, for an activity for which the city may determine, through its lease administrator, poses too great a risk for public safety, regardless of the hazard level classification of the activity.

a. *Hazard level I:* Antique shows, art festivals/shows, auctions, auto shows, awards presentations, ballets, banquets, bazaars, beauty pageants, bingo games, boat shows, body building contests, business meetings/shows, chamber of commerce events, charity benefits (including auctions/sales), cinemas, civic club meetings, classical music concerts, indoor concerts under 1,500 people, symphony concerts, consumer shows, indoor conventions, craft shows, dance shows (including rehearsals), debutante balls, dinner theaters, drill team exhibitions/competitions, educational exhibitions, electronics conventions, indoor exhibitions/exhibits, indoor expositions, fashion shows, indoor fishing events, flower shows,

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garden shows, graduation ceremonies, gymnastics competitions, harvest festivals, home/housing shows, ice skating shows, instructional classes (non-mechanical), civic club events, lectures, luncheons, indoor meetings, mobile home shows, motion picture theaters, musicals (not including rock music), operas/operettas, organized sightseeing tours, pageants, parties/celebrations (no liquor), picnics, plays, proms, pumpkin patches/corn mazes, recitals (music, dance, piano), religious assemblies, RV shows, scouting jamborees, seminars, speaking engagements, teleconferences, telethons, theatrical stage performances, trade shows (indoor), vacation shows, weddings and receptions wedding photography.

b. *Hazard level II:* Aerobics/jazzercise classes, animal training, block parties/street enclosures, Christmas tree lots/farms, outdoor concerts under 1,500 (except as otherwise addressed herein), corporate events, dances, debuts, dog shows, evangelistic meetings (revivals), outdoor exhibitions, outdoor exposition, outdoor fishing events, food concessions, graduation night (university only, no high school), haunted houses, horse shows, hotel shows, jam and jazz sessions, job fairs, marathons, outdoor meetings, parades, parties/celebrations (with liquor, other than those addressed under hazard I), political rallies, reunions, rummage sales, school band exhibitions/competitions, séances, sidewalk sales, state and county fairs, street fairs, trade shows (outdoors), voter registration.

c. *Hazard level III:* Bounce castles or houses or similar structures or activities, animal shows, bicycle rallies, carnivals (no rides), casino and lounge shows, comedy shows, rock concerts under 5,000, alternative music concerts under 1,500, country western events (no equine), film productions, head of state events, kiddielands (no rides), live entertainment (except as otherwise addressed herein), livestock shows, martial arts events, night club shows, petting zoos, promoters, recreational events, skating parties, ski events/demos, sporting events (indoor, outdoor, baseball, basketball, softball, soccer, tennis, etc.), swimming events, theatrical road shows, union meetings, zoos.

ARTICLE VI. - PARK REGULATIONS

Sec. 17-120. - Definitions.

For purposes of this article, *to camp* means:

- (1) To erect of a tent or shelter of natural or synthetic material, prepare a sleeping bag or other bedding material for use, or park a motor vehicle, motor home, or trailer for the apparent purpose of overnight occupancy;
- (2) To sleep at any time between the hours of 11:00 p.m. and 6:00 a.m. outdoors, with or without bedding, sleeping bag, blanket, mattress, tent, hammock, or other similar protection;
- (3) To sleep at any time between the hours of 11:00 p.m. and 6:00 a.m. in, on, or under any structure or object, any motor vehicle, motor home, or trailer, with or without bedding, sleeping bag, blanket, mattress, tent, hammock, or other similar protection; or
- (4) To establish or maintain outdoors or in, on, or under any structure or thing not intended for human occupancy, at any time between the hours of 11:00 p.m. and 6:00 a.m., a temporary or permanent place for sleeping, by setting up any bedding, sleeping bag, blanket, mattress, tent, hammock, or other sleeping equipment or device or setting up any cooking equipment with the intent to remain in that location overnight.

Sec. 17-121. - Camping prohibited.

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It shall be unlawful for any person to camp in any public park within the city limits.

Sec. 17-122. - Violation a misdemeanor; penalty.

Any person violating any provisions of this Article shall be guilty of a misdemeanor punishable by a fine not to exceed \$500.00, or imprisonment for a term not to exceed six months, or both.

IV. Existing Lease Agreements/Park Use Permits

The Lease Administrator has been unable to locate other Park Use Permits for land uses on the site that could impact or interfere with this proposed use. The shooting range on the north side of Spotted Eagle Lake has been in existence for decades; but no documentation of an agreement with the gun club that uses the property has been found. Given the fact that the two uses are expected to occur on separate portions of the Recreational Area (and the configuration of the shooting ranges and distance between the two uses), no substantial conflicts between the uses are expected, and standard terms of the Park Use Permit include provisions for the city staff to administer and resolve potential conflicts. Other passive uses of the motocross area, such as walking and hiking, could be disrupted during events, a common and expected occurrence when park use permits are issued for recreational uses by single groups.

V. Staff Analysis

- A. The applicants, the Torez Moto X Club, represented Clint Backlund, submitted their proposal on May 8, 2020 when discussion was for a potential lease agreement. Since that time, staff has reviewed the City Codes and applicable city resolutions that apply to leases of city property, and in consultation with Dan Rice, City Attorney, have determined the potential use of the area would be better reviewed, administered, and authorized as a recurring Park Use Permit under Chapter 17 of the City Codes rather than a long-term lease agreement.
- B. The applicant's proposal is attached as Attachment 1. The proposal outlines how the Club intends to manage the area, minimize impacts, and their fee waiver request.
- C. City Attorney Dan Rice has drafted a Park Use Permit with consultation with city staff, including Planner/Lease Administrator Ally Capps, Public Works Director Scott Gray, and Land Solutions contract planners Joel Nelson and Dave DeGrandpre. The draft permit is attached to this report as Attachment 2 (with multiple exhibits). The draft permit is based on previously-issued permits, so includes standard terms and conditions of the agreement, along with provisions specific to this project and the applicants' proposal. The permit attempts to address Chapter 17 and other applicable sections of City Code. It should be understood that city staff (and the City Attorney) will need to work with the applicants to complete some information contemplated by the draft permit that is yet to be determined.

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D. Regarding fees, the Club is requesting that the city waive any potential fees for the use of the land. The Club is stated to be a nonprofit organization, and the application rationalizes the fee waiver request by indicating the users and activities will result in increased revenue to the city. Whether the City Council is willing to waive any fees associated with the use of the city land is at the discretion of the City Council. Sec. 17-81 outlines user fees for boats, other vehicles (including motorcycles) and pedestrians during the summer season, but fees for organized group uses like this that are to be issued Park Use Permits are not specifically detailed in Chapter 17. Fees are not typically charged for park use permits; but a long term project like this could be assessed lease fees. For instance, Resolution No. 4124 establishes minimum base rent costs for the Industrial Site and other city leaseholds. Said resolution includes the following minimum rentals:

- Tracts with Highway 10 & 12 frontage \$.40 per square foot per year;
- Tracts with paved road frontage \$.025 per square foot per year;
- Tracts with gravel road frontage \$0.20 per square foot per year.
- Rates above these minimal base rates may be charged based on the cost of city services or city owned improvements provided as part of the lease.
- Rates for leases of City owned property outside of the Industrial Site will be evaluated on a case by case basis.

Although this request is not being processed as a long-term lease agreement, because the Park Use Permit would authorize a recurring, long-term use that will effectively preclude most other uses on that portion of the property (at least during active club motocross events), and because the City Council appears to have discretion to assess a fee for the permit's uses, the likely cost of a long-term lease of the project area if administered as a five year lease is worth consideration by City Council. With an estimated area of 596,000 square feet (or ±13.7 acres), and access via a gravel road, a minimum lease rate of \$11,920 per year would be authorized under the lease management resolution for Industrial Site land. Because lease rates outside the Industrial Site are to be evaluated on a case by case basis, and because other factors apply (such as this permit not granting full-time exclusive use, and with no substantial improvements or city water, sewer and similar services), adjustments would likely be made by City Council if the property were offered or negotiated for a long-term lease. However, the figure of \$11,920/year should be a baseline figure for consideration of approximate fees being waived. The City Council also has the option to set a rate for the use of the area, or even a bond to ensure maintenance provisions are complied with, with specific conditions to be met to apply the waiver; thus allowing fees to be assessed if circumstances change, proper maintenance is not being performed, or the conditions for applying the fee waiver are not met.

VI. Finance Committee Action

The Finance Committee was approached about the proposed lease in early 2020, and then was provided an update on June 8th after staff began discussion of the project as a Park Use Permit. The Finance Committee was not provided a staff report or thorough analysis, but did recommend to City Council to

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approve a park permit for a 5 year term. Because presently, park permits do not have fees, it is the recommendation of the Finance Committee that this permit should not incur any charges either.

VII. City Council Action

The City Council could approve, deny or table the proposed Park Use Permit per the draft permit (Attachment 2) prepared by the City Attorney. The following are the potential actions that the City Council could take to approve or deny:

A. Approval:

Approval of the Park Use Permit for a five year period commencing July 1, 2020, and terminating June 30, 2025. This permit shall be renewable for one additional three year period at the mutual consent of both parties to the permit. Use of this permit shall be year round during the permit term, which shall become effective July 1, 2020 and payable by June 30, 2020 (if any fees are required). The permit would be subject to the stated terms of the agreement to be completed by city staff, the City Attorney, and approved and signed by the City Council at a future date. The City Council may include additional conditions or terms, including an imposition of use permit fees that may also be subject to waivers by City Council.

B. Denial:

Should Council decide not to agree to the Park Use Permit, the City Council may deny the request, take other action, or outline what additional information is needed.

VIII. Staff Recommendation

After review of the proposal and applicable City Codes and policies, staff recommends that the City Council adopt this staff report as findings of fact and approve the Park Use Permit and agreement as prepared by the City Attorney and attached to this report, subject to the following modifications:

- Add to Exhibit A: General map of Permit Use Area (may use a city-prepared map, such as Map 1 of this report or other as approved by city staff)
- Add to Exhibit F: **“Daily cleanup** of the track and other common areas within the permitted area will be required and the obligation of the permittee.”
- Add to Exhibit H: **“Permittee is responsible for obtaining any other government permits and approvals for the use of the property and associated activities. Miles City reserves the right to withhold the permit if the permittee is unable to furnish evidence that a potential other government approval or permit is required for the project or associated activities.”**

In addition, city staff, City Attorney, or City Council reserves the right to require additional provisions to promote the purpose of the agreement, to clarify administrative provisions, or outline regulatory or statutory requirements.

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IX. List of Attachments

Attachment 1: Proposal by the applicants entitled "Torez Moto X Club Proposal"

Attachment 2: Draft "PARK USE PERMIT" prepared by the City Attorney

Attachment 3: Draft Resolution to approve the permit prepared by the City Attorney

PARK USE PERMIT

THIS AGREEMENT, effective 1st day of July , 2020, by and between **CITY OF MILES CITY, MONTANA**, a municipal corporation, of 17 South Eighth Street, Miles City, Montana, 59301, hereinafter called "*City*", and the

TOREZ MOTO X CLUB, of Miles City, Montana, 59301, hereinafter called "*Permittee*".

1. ***DESCRIPTION of PERMITTED PREMISES.*** The City hereby grants to the Permittee permission to occupy and use for the purposes stated herein, that certain real property (hereinafter "*permitted premises*") located in Miles City, Custer County, Montana, as set forth in Exhibit "A", attached hereto and made a part hereof.

2. ***PERMIT TERM.*** The term of this permit shall be for a five year period commencing July 1, 2020, and terminating June 30, 2025. This permit shall be renewable for one additional three year period at the mutual consent of both parties to the permit.

Use of this permit shall be year round during the permit term.

3. ***PERMIT FEE.*** The Permittee agrees to pay the City as a fee for this permit those amounts set forth in Exhibit "B", attached hereto and made a part hereof, on or before those dates set forth in said Exhibit "B". All fees shall be paid in the name of the City of Miles City and shall be remitted through the City Clerk of the City of Miles City, Montana. In addition to the cash fees provided herein, Permittee, as additional consideration for this permit, shall perform those obligations set forth in Exhibit "B" as "Other Consideration" on or before the due dates provided in said Exhibit for their performance.

4. ***USE OF PREMISES BY PERMITTEE.*** Permittee shall use the premises permitted hereunder for the purposes set forth in Exhibit "C", attached hereto and made a part hereof, and shall not change the use thereof without the prior written consent of the City.

5. ***RETAINED USES OF CITY.*** City (or such other parties that the City permits) is allowed, without diminution of fees, to use and occupy the premises for other events, activities, functions, or uses during the term of this Permit that do not unduly conflict or interfere with the Permittee's reasonable use of the premises as set forth in Exhibit "C". City, or its permittees, shall notify the Permittee of such events or uses in advance, provided, however, as to any uses listed on Exhibit "C" as "*Specific Reserved Uses of City or its Permittee*", such uses are hereby reserved to the City without any further notice to Permittee. Attached hereto as Exhibit "D", is Permittee's list of its scheduled events for the term of this Permit. Dates for which no events are scheduled on Exhibit "D" shall be presumed as available for other uses by the City, or its permittees.

City retains the right of access to the permitted premises at all times for any purpose, including, but not limited to, inspection as to Permittee's compliance with the terms of this

permit, construction, repair, alteration, remodel, or removal of improvements, and such maintenance of existing improvements as the City may desire.

6. POSSESSION AND CONTROLLED ACCESS. The Permittee shall be entitled to possession of the permitted premises at the commencement of the term of this Permit, subject to the retained uses of the City and its permittees, and Permittee shall immediately surrender possession upon termination of the term of this Permit, or upon earlier termination as otherwise provided for in this Permit. The Permittee shall control and limit access to the park to the club's members, and shall ensure that all members adhere to the club's safety rules. Permittee shall prohibit club members from operating motorcycles and ATVs on adjacent City owned property, and restrict such use to the confines of the park.

7. CONSTRUCTION OF IMPROVEMENTS. Permittee shall not construct any improvements upon the permitted premises, nor alter, remodel, or remove any existing improvements upon the permitted premises without the express written consent of the City.

In the event that the Permittee desires to construct, alter, remodel or remove any improvement, Permittee shall submit to the City either written plans showing the proposed construction, alteration, or remodel or a written description of the construction, alteration or remodel, and shall secure the written approval of the plans or basic written description by the City prior to the beginning of construction, alteration, remodel or removal.

In the event that the City approves such construction, alteration, remodel, or removal, in writing, Permittee shall not make any contract for construction, alteration, remodel, repair, or removal on, in, of or to the permitted premises, or any part thereof, for any work to be done or materials to be furnished on or to the permitted premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against the permitted premises or the buildings or other improvements at any time located thereon. All persons furnishing any work, labor or materials, as well as all other persons whatsoever shall be bound by this provision and the notice therefrom and after the date of this Permit, and notice is hereby given that no mechanic's lien, materialman's lien, or any other encumbrance made by or obtained against Permittee or its interest in the permitted premises or the building or improvements thereon shall in any manner or degree effect the title or interest of the City in such land and building and improvements thereon. To that end, Permittee agrees that it will not make any contract or agreement, either oral or written, for any labor, services, fixtures, materials or supplies in connection with construction, demolition, altering, repairing or improving the permitted premises without providing in such contract or agreement that the contractor shall waive all rights to a construction lien, and waive all right of any subcontractor's construction liens, by reason of furnishing any labor, services and materials under such contract or contracts whether written or oral, and that a copy of such contract or contracts, shall, upon execution, be immediately furnished to the City.

All alterations, additions and improvements made by Permittee pursuant to this section shall belong to the City and shall remain with the permitted premises upon termination of this Permit, whether by expiration or default. Provided, however, that, so long as Permittee is not in

default under the terms of this Permit, Permittee shall be permitted to remove business and trade fixtures upon termination of the Permit if such removal can be made without damage to the permitted premises. Such removal shall be made within fourteen (14) days of expiration of this Permit or the vacating of the permitted premises by Permittee, whichever occurs first. Items not removed within such fourteen (14) day period shall become the property of the City at the expiration of such period without any offset or other compensation to Permittee. At the option of the City, the City may remove such property and store it at the risk and expense of the Permittee and sell such property for such removal and storage charges.

8. **TAXES.** Permittee shall pay all taxes and assessments, if any, upon any personal property of Permittee kept or utilized upon the permitted premises and shall pay any sales, use, or ad valorem tax, or similar tax or assessment, imposed upon any activities of Permittee conducted upon the permitted premises.

9. **UTILITIES.** Permittee, during the term of this permit, shall pay those utilities set forth in Exhibit "E", attached hereto and made a part hereof. City shall not be obligated to provide or pay for any utilities to or upon the permitted premises, such provision and payment being in the sole discretion of the City.

10. **REPAIRS AND MAINTENANCE.** Permittee shall perform, at its expense, during the term of this Permit, those maintenance and repair obligations set forth in Exhibit "F", attached hereto and made a part hereof. In addition to the items set forth in Exhibit "F", Permittee shall perform at its expense, or shall reimburse City for City's materials and labor, for any repairs necessitated by the negligent or intentional acts of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

City may undertake, in its sole discretion, such repairs or maintenance of the permitted premises that are not the obligation of the Permittee hereunder, but the City is under no obligation or duty to conduct any repairs or maintenance of the permitted premises.

11. **NUISANCE.** Permittee shall not conduct any activities upon the permitted premises that are prescribed by the laws of the United States, the State of Montana or local ordinance or the rules of any regulatory agencies of either the United States, State of Montana or City of Miles City. Permittee will not conduct any activities upon the permitted premises that would constitute either a private or public nuisance or waste or which interfere with the quiet and peaceful enjoyment of the adjoining property of the City.

12. **HAZARDOUS MATERIALS.** Permittee will not apply, use, store or dispose of any substance in, upon or beneath the permitted premises that would constitute an environmental hazard and would impose a cleanup obligation upon the owners of the permitted premises under any local, state or federal laws or regulations.

13. **INSURANCE.** Permittee, at Permittee's expense, shall, at all times during the term of this Permit, maintain in effect a policy of public liability insurance with policy limits of at least those set forth in Exhibit "F" attached hereto and made a part hereof. The City shall be

named as an additional named insured on each such policy of insurance. Such policy of insurance shall be maintained with an insurance company licensed to do business in the State of Montana with an A.M. Best rating of at least "A". Permittee shall provide to the City at the commencement of the permit term satisfactory evidence of the existence of such policy of insurance and shall, during the term of this permit, upon reasonable request of the City, provide to the City evidence of the continued existence of such policy of insurance and the entire policy of insurance.

14. **INDEMNIFICATION.** Permittee agrees to indemnify, defend and hold harmless the City from any and all loss, damages, claims and/or liability occasioned by, arising out of, or resulting from any tortious or negligent act of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

15. **ASSIGNMENT.** This permit is personal as to the Permittee and may not be assigned or sub permitted by Permittee without the prior written consent of the City.

16. **VIOLATION OF PERMIT.** Upon failure of Permittee to carry out any material provision of this permit, the City shall serve written notice upon the Permittee specifying the violation. The Permittee shall have ten (10) days to correct the violation and, if the violation is not corrected as charged the City may, at its option, either correct the violation and collect the cost from the Permittee, or cancel this permit and collect damages caused by the violation from the Permittee. In the event that the City elects to cancel this permit, Permittee agrees to immediately redeliver possession of the permitted premises to the City.

17. **NOTICES.** Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Notice shall be deemed complete when deposited in a United States Post Office addressed to the City at the following address:

City of Miles City
Public Works Director
P.O. Box 910
Miles City, Montana 59301

and to the Permittee at the following address:

Torez Moto X Club

Miles City, Montana 59301

If either party changes their address then they shall give written notice to the other party of the change of address. Any notice given under this contract shall be deemed complete when deposited in a United States post office.

18. **INSPECTION; DISCLAIMER OF WARRANTIES.** Permittee has inspected the permitted premises and has made its independent investigation and evaluation of the suitability

of the permitted premises for the uses by Permittee permitted hereunder and is not relying upon any warranties, representations, promises, or information by or from the City in this regard. The City does not warrant, represent, inform or promise that the premises permitted hereunder are suitable for the uses for which permission is granted under this permit or for any other uses of Permittee.

19. **COMPLIANCE WITH A.D.A.** Permittee agrees, at all times during the term of this permit, to comply with the provisions of the Americans with Disabilities Act as they may apply to Permittee.

20. **NONDISCRIMINATION.** Permittee agrees, at all times during the term of this permit, not to discriminate any person in its permitted uses hereunder, or its utilization of the permitted premises, on the basis of race, creed, color, religion, national origin, sex, marital status, mental or physical handicap, except as permitted by law or applicable regulation.

21. **SPECIAL PERMIT PROVISIONS.** Permittee shall at all times comply with the additional provisions contained in Exhibit "H", attached hereto and made a part hereof.

22. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, agreements and memoranda. This Agreement may be modified only by written instrument executed by all parties to the Agreement.

23. **BINDING EFFECT.** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto. Nothing herein shall be construed as waiving or otherwise modifying the prohibition against assignment or sub permitting contained herein.

24. **BINDING AUTHORITY.** Permittee hereby represents and warrants that the person executing this Agreement on behalf of Permittee has full authority to bind the Permittee to the terms and conditions of this permit and does so bind Permittee, and that all organizational actions necessary have been undertaken by Permittee to authorize such person to bind Permittee.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above set forth.

CITY OF MILES CITY

By: _____
Mayor

TOREZ MOTO X CLUB:

By: _____

Title: _____

EXHIBIT "A"
DESCRIPTION OF PERMITTED PREMISES

Miles City Motocross Track at Spotted Eagle

EXHIBIT "B"
PERMIT FEES

Cash Fees:

The sum of _____ Dollars (\$ _____) per year, payable in advance, upon the execution of this permit, and on each anniversary thereof.

EXHIBIT "C"
PERMITTED USES OF PERMITTED PREMISES

During the term of the permit, Permittee shall use the permitted premises for the following uses: *Motocross and ATV riding, and uses incidental*

EXHIBIT "D"
SCHEDULE OF EVENTS

The City may require that the Permittee create an activity schedule at any point during the duration of this permit, however, no schedule is being required at the time of approval of this permit.

EXHIBIT "E"
UTILITIES

During the term of this Permit, Permittee shall pay for all utilities upon the permitted premises and used by them.

(Note: All utilities that Permittee is required to pay under this Exhibit, shall be maintained in an account solely in the name of Permittee, unless otherwise designated herein or by separate written agreement of the City.)

EXHIBIT "F"
REPAIR AND MAINTENANCE OBLIGATIONS OF PERMITTEE

Permittee shall be responsible for maintaining the track and all common areas, as well as fencing, gates, roads, parking areas, and all other improvements. If portable toilet facilities are brought to the premises, they shall be maintained in a safe and sanitary manner. Permittee is authorized to install a second gate near the first large water crossing when accessing the park.

Daily cleanup of the track and other common areas within the permitted area will be required and the obligation of the permittee.

EXHIBIT "G"
INSURANCE LIMITS

INSURANCE LIMITS:

Each occurrence	\$1,500,000
Fire damage	\$ 300,000
Medical	\$ 5,000
Personal & Adv Injury	\$1,000,000
Products - Comp/Op/Agg	\$1,000,000

(See attached insurance cover sheet)

EXHIBIT "H"
SPECIAL PERMIT PROVISIONS

All excavation activities must include contact with **Call Before You Dig** prior to construction of any type.

ORDINANCE NO. 1342

AN ORDINANCE ADOPTING REMOVING ANTEQUATED BUILDING CODE SECTIONS.

WHEREAS, the State of Montana Building Codes Program has adopted administrative rules to adopt new building codes, and directed the City of Miles City to adopt the same. The City Council previously updated said Building Codes in Ordinance 1337, however, two additional sections are properly removed from the City Code, as the City of Miles City does not enforce the model energy code, or federal accessibility standards, beyond the provisions which exist in the building codes approved by the State of Montana for adoption by the City. The codes properly enforced by the City of Miles City are limited to the following: the International Building Code, the International Residential Code, the International Existing Building Code, and the International Swimming Pool and Spa Code;

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

Section 1. Section 5-76 is REPEALED.

Section 2. Section 5-101 is REPEALED.

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

Said Ordinance read and put on its passage this 28th day of July, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 11th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4330

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A JANITORIAL SERVICE AGREEMENT WITH DALE PETROFF d/b/a DALE'S CLEANING SERVICE.

WHEREAS, the City of Miles City desires to contract for janitorial services for the cleaning of certain City owned buildings;

AND WHEREAS after publishing a notice of requests for proposals, Dale Petroff d/b/a Dale's Cleaning Service was one of two low bidders for provision of janitorial services for the City Hall building located at 17 S. 8th Street, Miles City, Montana, and has been selected by the City to provide such services;

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

1. The Janitorial Service Agreement attached hereto as Exhibit "A" is hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreement on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 28TH DAY OF JULY, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

JANITORIAL SERVICE AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2020 by and between **THE CITY OF MILES CITY**, a political subdivision of the State of Montana, of 17 South Eighth Street, Miles City, Montana 59301, hereinafter referred to as "*the City*" and Dale Petroff of Dale's Cleaning Service, hereinafter referred to as "*Contractor*";

IT IS HEREBY AGREED between the parties as follows:

1. ***LOCATION AT WHICH SERVICES ARE TO BE PROVIDED.*** Contractor will provide janitorial services, as further specified herein, for the City at the location set forth in Exhibit "A", *Location*, attached hereto and made a part hereof.

2. ***SERVICES TO BE PROVIDED.*** Contractor will provide at such location those janitorial services set forth in Exhibit "B", *Services to Be Provided*, attached hereto and made a part hereof, with the frequency set forth in such Exhibit "B". Services shall be provided by Contractor during those hours or days specified in Exhibit "B" to this Agreement.

Contractor shall perform all services hereunder timely, competently and in full compliance with the schedule attached hereto as Exhibit "B".

3. ***TERM OF AGREEMENT; EARLY TERMINATION ON 30 DAYS NOTICE.***

The term of this agreement shall be for a period commencing on the 1st day of July, 2020, and terminating at midnight on the 30th day of June, 2021. This lease shall automatically renew for four (4) additional one year terms, unless earlier terminated by written notice of either party. Either party may terminate this agreement by thirty (30) days advanced written notice of termination to the other party.

4. ***COMPENSATION.*** The above services shall be provided by Contractor to the City

at the above location for the sum of seven hundred and no/100 dollars (\$700) per month, payable by the City to Contractor within (30) days after the last day of each month for which service is provided hereunder. If service is provided for only a portion of a month, then such monthly sum shall be prorated by the number of days for which service was provided to the City by Contractor during such month, divided by the number of days for which service is to be provided in each month under Exhibit "B" to this Agreement.

5. ***NO ADDITIONAL COMPENSATION.*** Contractor shall not receive any additional compensation for travel, per diem, subsistence expenses, or any other expenses, all such expenses having been included in the rates set forth in paragraph 4, above.

6. ***PERSONNEL, EQUIPMENT AND SUPPLIES.*** Contractor, at Contractor's expense, shall supply all personnel, equipment and supplies necessary to carry out the scope of work under this Agreement. The City will supply toilet paper, paper towels and waste receptacle bags.

7. ***HAZARDOUS MATERIALS.*** In providing services hereunder, Contractor shall not utilize any supplies or materials that are a Hazardous Material, as defined herein, or that would impose a cleanup obligation on behalf of the City under any federal, state or local law or regulation. Contractor shall not discharge, leak, emit, or permit to be discharged, leaked, or emitted, any Hazardous Material into the atmosphere, ground, sewer system, or any body of water. As used herein, the term "Hazardous Material" means:

a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;

b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;

c. Any substance which is or becomes regulated by any federal, state, or local governmental authority.

Contractor agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material used or brought upon the location by the Contractor, and the Contractor shall give immediate notice to the City of any violation of the provisions of this Section. Contractor shall defend, indemnify, and hold harmless the City from and against any claims, demands, penalties, fines, liabilities, settlements, damages (including, but not limited to all damages for injury to person and/or property) cleanup expense, and all other costs or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the presence, disposal, contamination, release of any such Hazardous Material by Contractor, its agents or employees, which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise.

8. SECURITY; DUTY OF CONTRACTOR TO CONTROL ACCESS. The City will provide Contractor a key or keys to access the location at which services are to be provided hereunder. Contractor shall keep such key or keys secure at all times so as to prevent unauthorized access to such location and shall not makes copies of, nor permit any other person to make copies of, such keys.

Contractor shall access the location at which services are to be provided only for the purposes of providing such services and only at the times set forth in Exhibit "B" to this Agreement. While accessing such location, Contractor shall not authorize, permit or allow any person other than an employee of Contractor actually providing services under this Agreement to access the location where services are to be provided.

Contractor shall, at the inception of this Agreement, provide to the City a written list of names of the persons who are providing services to the City under this Agreement and shall

immediately update such listing in the event that new or different persons are providing services to the City under this Agreement. No person, other than persons named in the written listing provided by Contractor to the City, shall be allowed by Contractor to access the location while Contractor is providing services under this Agreement.

Unless otherwise instructed by the City, in writing, Contractor shall keep all doors to the location at which services are to be provided locked during periods which services are being provided by Contractor hereunder and shall assure that all doors are locked when leaving the location.

9. *INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR; PROOF OF WORKERS' COMPENSATION COVERAGE OR EXEMPTION CERTIFICATE.* Contractor is an independent contractor under this Agreement and is not the employee or agent of the City. Contractor, its officers, agents and employees, shall not hold themselves out as, nor represent themselves to be, employees or agents of the City. Contractor shall provide Workers' Compensation insurance coverage on all of its employees engaged in providing services under this Agreement, unless specifically exempted by law, and shall pay all payroll taxes, including FICA, Medicare, and unemployment, for its employees providing services hereunder. Contractor, prior to commencing work under this Agreement, shall provide to the City a certificate of insurance from the insurer providing Workers' Compensation insurance to Contractor. If Contractor claims exemption from providing Workers' Compensation insurance under Montana law, Contractor shall provide the City with a copy of its independent contractor exemption certificate issued by the Montana Department of Labor and Industry pursuant to §39-71-417 MCA.

10. *NONDISCRIMINATION.* In compliance with §49-3-207 MCA, all hiring by Contractor shall be on the basis of merit and qualification, and Contractor, in the performance of

this Agreement, shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold the City harmless from all liabilities and claims incurred in performance of the services provided hereunder.

12. **INSURANCE REQUIREMENTS.** During the term of this Agreement, Contractor shall maintain in full force and effect a policy of commercial general liability insurance providing coverage for negligence, errors and omissions of Contractor in such amounts as set forth in Exhibit "C", *Insurance Requirements*, attached hereto and made a part hereof. Contractor shall provide the City with certificates of insurance for such complying insurance coverage at the inception of this Agreement, and thereafter, upon reasonable demand, satisfactory evidence of the existence and continued existence of such insurance coverage. All such policies of insurance shall require at least ten (10) days advanced written notice by the insurer to the City prior to any cancellation, termination or lapse of such insurance coverage.

13. **PROHIBITION OF ASSIGNMENT OR SUBCONTRACTING.** This Agreement is personal as to Contractor and may not be assigned by Contractor, or subcontracted in any manner, without the prior written consent of the City.

14. **DEFAULT.** In the event that Contractor fails to timely and competently provide services, within the scope of services set forth in Exhibit "B", or otherwise fails to perform or violates any of the other terms and conditions of this Agreement, the City may give Contractor written notice of such default, detailing the nature of the default, and Contractor shall have fifteen (15) days from the date of such notice to correct the default. If Contractor does not fully correct the default within fifteen (15) days of the date of giving of such notice, the City may, without further notice, terminate this Agreement and it shall have no further force and effect.

Notice shall be served upon Contractor by certified mail, return receipt requested, addressed to Contractor at:

Dale's Cleaning Service
2709 Leighton Blvd #3
Miles City, MT 59301

Notice shall be deemed given as of the date of its deposit into the United States Mail. The failure or forbearance of the City to give notice of default shall not constitute a waiver of further defaults by Contractor. Nothing herein shall be construed as limiting the right of the City to terminate this Agreement for cause, without notice of default, in the event of repeated defaults noticed by the City to Contractor.

15. **MODIFICATION.** This Agreement constitutes the entire Agreement of the parties and supersedes all prior negotiations and understandings of the parties. This Agreement may be modified only by written instrument executed by all parties.

16. **LITIGATION.** In the event that it becomes necessary for either party to institute legal proceedings to enforce any of the terms of this Agreement, then the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party all costs and expenses incurred in such proceedings, including reasonable attorney's fees.

17. **VENUE.** This Agreement shall be construed under the laws of the State of Montana and any action upon this Agreement shall be venued in Custer County, Montana.

18. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

19. **BINDING EFFECT.** This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns. The terms of this Agreement may be enforced individually by the member facilities of the Network receiving services under this Agreement.

20. **CAPACITY; PROOF OF GOOD STANDING.** The signators to this Agreement represent and warrant that they have the legal capacity and authority to bind the entities which

are the parties to this Agreement. If Contractor is a corporation or limited liability company, at time of execution of this Agreement Contractor shall provide to City a Certificate of Existence for such entity issued by the Montana Secretary of State. If Contractor is operating under an assumed business name, at time of execution of this Agreement Contractor shall provide to City a Certificate of Fact issued by the Montana Secretary of State evidencing registration of such assumed business name.

EXECUTED this 14th day of July, 2020

CITY OF MILES CITY, MONTANA

By: _____
Its Mayor

Contractor

By: _____

Title: _____

EXHIBIT "A"

LOCATION

Contractor shall provide the City janitorial services, as specified in Exhibit "B", at the following location(s):

City Hall, 17 South 8th Street, Miles City, MT 59301

Initialed for identification:

City

Contractor

EXHIBIT "B"

SERVICES TO BE PROVIDED AND FREQUENCY

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

Description of Services:	Frequency:	Day/Time to be Provided:	Other:
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 "C" INSURANCE
REQUIREMENTS**

Contractor shall provide insurance coverage pursuant to Section 3 of the Janitorial Services Contract in the following amounts:

Personal Injury:	\$250,000.00 per person
	\$500,000.00 per occurrence
Property Damage:	\$100,000.00 per occurrence

Initialed for identification:

City

Contractor

RESOLUTION NO. 4331

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONTRACT WITH MARILYN FORMAN FOR JANITORIAL SERVICES FOR THE MILES CITY POLICE DEPARTMENT BUILDING.

WHEREAS, the City of Miles City issued its request for proposals (RFP 2020-01) for janitorial services for certain City facilities;

AND WHEREAS Marilyn Forman, of Miles City, Montana, submitted a proposal for janitorial services for the Police Department building pursuant to RFP 2020-01;

AND WHEREAS, the City Council has determined that the proposal of Marilyn Forman for janitorial services for the Police Department building is the proposal most beneficial to the City of Miles City;

AND WHEREAS the City of Miles City and Marilyn Forman have agreed to mutually acceptable terms and conditions for the provision of janitorial services for the Police Department building, a copy of which Janitorial Service Agreement is attached hereto as Exhibit "A", and made a part hereof,

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

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 28TH DAY OF JULY, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

JANITORIAL SERVICE AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2020 by and between **THE CITY OF MILES CITY**, a political subdivision of the State of Montana, of 17 South Eighth Street, Miles City, Montana 59301, hereinafter referred to as "*the City*" and Marilyn Forman of MMF Cleaning, hereinafter referred to as "*Contractor*";

IT IS HEREBY AGREED between the parties as follows:

1. **LOCATION AT WHICH SERVICES ARE TO BE PROVIDED.** Contractor will provide janitorial services, as further specified herein, for the City at the location set forth in Exhibit "A", *Location*, attached hereto and made a part hereof.

2. **SERVICES TO BE PROVIDED.** Contractor will provide at such location those janitorial services set forth in Exhibit "B", *Services to Be Provided*, attached hereto and made a part hereof, with the frequency set forth in such Exhibit "B". Services shall be provided by Contractor during those hours or days specified in Exhibit "B" to this Agreement.

Contractor shall perform all services hereunder timely, competently and in full compliance with the schedule attached hereto as Exhibit "B".

3. **TERM OF AGREEMENT; EARLY TERMINATION ON 30 DAYS NOTICE.**

The term of this agreement shall be for a period commencing on the 1st day of July, 2020, and terminating at midnight on the 30th day of June, 2021. This lease shall automatically renew for four (4) additional one year terms, unless earlier terminated by written notice of either party. Either party may terminate this agreement by thirty (30) days advanced written notice of termination to the other party.

4. **COMPENSATION.** The above services shall be provided by Contractor to the City at the above location for the sum of three hundred fifty and no/100 dollars (\$350) per month,

payable by the City to Contractor within (30) days after the last day of each month for which service is provided hereunder. If service is provided for only a portion of a month, then such monthly sum shall be prorated by the number of days for which service was provided to the City by Contractor during such month, divided by the number of days for which service is to be provided in each month under Exhibit "B" to this Agreement.

5. ***NO ADDITIONAL COMPENSATION.*** Contractor shall not receive any additional compensation for travel, per diem, subsistence expenses, or any other expenses, all such expenses having been included in the rates set forth in paragraph 4, above.

6. ***PERSONNEL, EQUIPMENT AND SUPPLIES.*** Contractor, at Contractor's expense, shall supply all personnel, equipment and supplies necessary to carry out the scope of work under this Agreement. The City will supply toilet paper, paper towels and waste receptacle bags.

7. ***HAZARDOUS MATERIALS.*** In providing services hereunder, Contractor shall not utilize any supplies or materials that are a Hazardous Material, as defined herein, or that would impose a cleanup obligation on behalf of the City under any federal, state or local law or regulation. Contractor shall not discharge, leak, emit, or permit to be discharged, leaked, or emitted, any Hazardous Material into the atmosphere, ground, sewer system, or any body of water. As used herein, the term "Hazardous Material" means:

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c. Any substance which is or becomes regulated by any federal, state, or local

governmental authority.

Contractor agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material used or brought upon the location by the Contractor, and the Contractor shall give immediate notice to the City of any violation of the provisions of this Section. Contractor shall defend, indemnify, and hold harmless the City from and against any claims, demands, penalties, fines, liabilities, settlements, damages (including, but not limited to all damages for injury to person and/or property) cleanup expense, and all other costs or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the presence, disposal, contamination, release of any such Hazardous Material by Contractor, its agents or employees, which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise.

8. SECURITY; DUTY OF CONTRACTOR TO CONTROL ACCESS. The City will provide Contractor a key or keys to access the location at which services are to be provided hereunder. Contractor shall keep such key or keys secure at all times so as to prevent unauthorized access to such location and shall not make copies of, nor permit any other person to make copies of, such keys.

Contractor shall access the location at which services are to be provided only for the purposes of providing such services and only at the times set forth in Exhibit "B" to this Agreement. While accessing such location, Contractor shall not authorize, permit or allow any person other than an employee of Contractor actually providing services under this Agreement to access the location where services are to be provided.

Contractor shall, at the inception of this Agreement, provide to the City a written list of names of the persons who are providing services to the City under this Agreement and shall immediately update such listing in the event that new or different persons are providing services

to the City under this Agreement. No person, other than persons named in the written listing provided by Contractor to the City, shall be allowed by Contractor to access the location while Contractor is providing services under this Agreement.

Unless otherwise instructed by the City, in writing, Contractor shall keep all doors to the location at which services are to be provided locked during periods which services are being provided by Contractor hereunder and shall assure that all doors are locked when leaving the location.

9. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR; PROOF OF WORKERS' COMPENSATION COVERAGE OR EXEMPTION CERTIFICATE. Contractor is an independent contractor under this Agreement and is not the employee or agent of the City. Contractor, its officers, agents and employees, shall not hold themselves out as, nor represent themselves to be, employees or agents of the City. Contractor shall provide Workers' Compensation insurance coverage on all of its employees engaged in providing services under this Agreement, unless specifically exempted by law, and shall pay all payroll taxes, including FICA, Medicare, and unemployment, for its employees providing services hereunder. Contractor, prior to commencing work under this Agreement, shall provide to the City a certificate of insurance from the insurer providing Workers' Compensation insurance to Contractor. If Contractor claims exemption from providing Workers' Compensation insurance under Montana law, Contractor shall provide the City with a copy of its independent contractor exemption certificate issued by the Montana Department of Labor and Industry pursuant to §39-71-417 MCA.

10. NONDISCRIMINATION. In compliance with §49-3-207 MCA, all hiring by Contractor shall be on the basis of merit and qualification, and Contractor, in the performance of this Agreement, shall not discriminate on the basis of race, color, religion, creed, political ideas,

sex, age, marital status, physical or mental disability, or national origin.

11. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold the City harmless from all liabilities and claims incurred in performance of the services provided hereunder.

12. **INSURANCE REQUIREMENTS.** During the term of this Agreement, Contractor shall maintain in full force and effect a policy of commercial general liability insurance providing coverage for negligence, errors and omissions of Contractor in such amounts as set forth in Exhibit "C", *Insurance Requirements*, attached hereto and made a part hereof. Contractor shall provide the City with certificates of insurance for such complying insurance coverage at the inception of this Agreement, and thereafter, upon reasonable demand, satisfactory evidence of the existence and continued existence of such insurance coverage. All such policies of insurance shall require at least ten (10) days advanced written notice by the insurer to the City prior to any cancellation, termination or lapse of such insurance coverage.

13. **PROHIBITION OF ASSIGNMENT OR SUBCONTRACTING.** This Agreement is personal as to Contractor and may not be assigned by Contractor, or subcontracted in any manner, without the prior written consent of the City.

14. **DEFAULT.** In the event that Contractor fails to timely and competently provide services, within the scope of services set forth in Exhibit "B", or otherwise fails to perform or violates any of the other terms and conditions of this Agreement, the City may give Contractor written notice of such default, detailing the nature of the default, and Contractor shall have fifteen (15) days from the date of such notice to correct the default. If Contractor does not fully correct the default within fifteen (15) days of the date of giving of such notice, the City may, without further notice, terminate this Agreement and it shall have no further force and effect. Notice shall be served upon Contractor by certified mail, return receipt requested, addressed to

Contractor at:

Marilyn Forman
58 Pony Lane
Miles City, MT 59301

Notice shall be deemed given as of the date of its deposit into the United States Mail. The failure or forbearance of the City to give notice of default shall not constitute a waiver of further defaults by Contractor. Nothing herein shall be construed as limiting the right of the City to terminate this Agreement for cause, without notice of default, in the event of repeated defaults noticed by the City to Contractor.

15. **MODIFICATION.** This Agreement constitutes the entire Agreement of the parties and supersedes all prior negotiations and understandings of the parties. This Agreement may be modified only by written instrument executed by all parties.

16. **LITIGATION.** In the event that it becomes necessary for either party to institute legal proceedings to enforce any of the terms of this Agreement, then the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party all costs and expenses incurred in such proceedings, including reasonable attorney's fees.

17. **VENUE.** This Agreement shall be construed under the laws of the State of Montana and any action upon this Agreement shall be venued in Custer County, Montana.

18. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

19. **BINDING EFFECT.** This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns. The terms of this Agreement may be enforced individually by the member facilities of the Network receiving services under this Agreement.

20. **CAPACITY; PROOF OF GOOD STANDING.** The signators to this Agreement represent and warrant that they have the legal capacity and authority to bind the entities which are the parties to this Agreement. If Contractor is a corporation or limited liability company, at

time of execution of this Agreement Contractor shall provide to City a Certificate of Existence for such entity issued by the Montana Secretary of State. If Contractor is operating under an assumed business name, at time of execution of this Agreement Contractor shall provide to City a Certificate of Fact issued by the Montana Secretary of State evidencing registration of such assumed business name.

EXECUTED this 14th day of July, 2020.

CITY OF MILES CITY, MONTANA

By: _____

Its Mayor

Contractor

By: _____

Title: _____

EXHIBIT "A"

LOCATION

Contractor shall provide the City janitorial services, as specified in Exhibit "B", at the following location(s):

Police Department, 210 S. Winchester, Miles City, Montana

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.

Description of Services:	Frequency:	Day/Time to be Provided:	Other:
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 "C" INSURANCE
REQUIREMENTS**

Contractor shall provide insurance coverage pursuant to Section 3 of the Janitorial Services Contract in the following amounts:

Personal Injury: \$250,000.00 per person

\$500,000.00 per occurrence

Property Damage: \$100,000.00 per occurrence

Initialed for identification:

City

Contractor

RESOLUTION NO. 4332

A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEAR 2020-2021 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101, AND PROVIDING FOR HEARING THEREON

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

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

AND WHEREAS, on June 25, 2020, the trustees of said District did submit to the City Council their proposed work plan for FY 2020-2021;

AND WHEREAS, the City Council has considered and approves of such work plan and proposed budget, and desires to finally approve the same, following a public hearing as required by §7-12-1132(3) MCA

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

Upon hearing and full consideration, the City Council of the City of Miles City hereby approves the work plan and proposed budget of Business Improvement District No. 101 for FY 2020-2021, attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that pursuant to §7-12-1132(3) MCA, a public hearing shall be held on the above proposed approval on the 28th day of July, 2020, at 6:00 p.m. in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §15-10-203 MCA, at least 2 times with at least 6 days separating each publication. Such publication shall be placed in a portion of the newspaper other than that portion utilized for legal and classified advertisements.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 28TH DAY OF JULY, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 11TH DAY OF AUGUST 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A

TBID 2021

BEGINNING BALANCE: \$30,900.00

Tournament Support: \$12,000.00

Advertising: \$15,000.00

Local Event Support: \$20,000.00

Convention Support: \$3,000.00

Insurance: \$2,140.00

Recruitment: \$1,500.00

Dues: \$1,350.00

Legislative: \$840.00

Miscellaneous: \$320.00

TOTAL EXPENDITURES: \$56,150.00

TOTAL COLLECTIONS: \$40,150.00

ENDING BALANCE: \$14,900.00

This Breakdown is for Fiscal Year 2021

Most categories are self-explanatory, but some do need explaining.

Insurance: will be less of an expense this year do to the fact we no longer need General Liability Insurance Only Directors and Officers Insurance.

Dues: We belong to MLHA and Tourism Matters. Both organizations lobby for our protection. I am a board member from the east for Tourism Matters and we spent hours lobbying against placing our funds into the State General Fund.

Legislative: This offsets bills incurred in my (9) trips to the legislature to testify on our behalf. All with Board Approval

Miscellaneous: This was a web site charge that didn't fit in any other category.

RESOLUTION NO. 4333

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MAIN STREET PROGRAM GRANT CONTRACT WITH THE MONTANA DEPARTMENT OF COMMERCE CONTRACT# MT-MMS-20-007

WHEREAS, the City has applied for a Main Street Program Grant with the Montana Department of Commerce to assist in funding the creation of a Tax Increment Finance District in Miles City, Montana;

AND WHEREAS a grant in the amount of \$10,000.00 has been awarded to the City of Miles City, and an agreement has been provided to the City by the Montana Department of Commerce in order to accept said grant.

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

1. The City hereby accepts the \$10,000.00 grant from the Montana Department of Commerce, and the Mayor of the City of Miles City is hereby empowered and authorized enter into the Montana Department of Commerce Main Street Program City of Miles City Contract, attached hereto as Exhibit "A," on behalf of the City of Miles City and bind the City of Miles City thereto; and
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said award and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 28th DAY OF JULY 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

**MONTANA DEPARTMENT OF COMMERCE
MAIN STREET PROGRAM
CONTRACT #MT-MMS-20-007**

This agreement ("Contract") is entered into by the City of Miles City, Montana ("Grantee") and the Montana Department of Commerce ("Department").

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for community revitalization activities approved by the Department under the Montana Main Street Program ("MMS" or "Program").

Section 2. AUTHORITY

This Contract is issued under authority of Title 90, Chapter 1, Part 1 of the Montana Code Annotated ("MCA").

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *MMS Program Guidelines*.
- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the

statutes, and regulations governing the Program or any applicable local, state, or federal requirements.

- (d) The Grantee acknowledges and agrees that neither the funding of the Project under this Contract nor any review of the final deliverables by the Department constitutes the Department's approval or endorsement of the contents of such.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on March 31, 2022 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between February 5, 2020 and December 31, 2021. All requests for reimbursement must be submitted to the Department within ninety (90) days after December 31, 2021.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Grantee will procure its primary contractor to complete the Project within six (6) months of the execution of this Contract or the Contract will terminate unless the Department determines, in its sole discretion, that Grantee has demonstrated substantial progress towards procuring a contractor.
- (e) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to March 31, 2022.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract as set forth in the Grantee's application for Program assistance, including any amendments, approved by the Department. The Grantee will use Program funds for the following major components of the Project:

- Preliminary conference call with the Department prior to beginning the Project to confirm Project components;
- Development of a Façade Improvement Program Guidelines, and;
- Implementation of a Façade Improvement Program for the Miles City historic commercial district

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$10,000.
- (b) A copy of the Project budget is attached as Exhibit B and specifically incorporated herein by this reference. Any changes to the budget as proposed and incorporated within this Contract require a written request to and approval by the Department.
- (c) Any authorized funds not expended under this grant by the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other Program projects.

Section 8. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Miles City, Montana.
- (b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

Section 9. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:
Keegan Hall (or successor)
Program Specialist, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2818
Keegan.hall@mt.gov

For the Grantee:
Ally Capps (or successor)
Planner, Miles City
P.O. Box 910
Miles City, MT 59301
406-874-8613
Mcplanner@milescity-mt.org

Section 10. METHOD OF REIMBURSEMENT

- (a) The Department will not release any Program funds to the Grantee until the Grantee has obtained firm commitments for all other financial resources to be involved in the Project, as defined in Section 6 and Exhibit B. The Grantee may not expend or obligate any Program funds, other than for administrative purposes, until the Department determines that this condition has been satisfied.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.
- (c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after the date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee, and require Department approval of the Grantee's request for reimbursement. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (d) Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to the land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee demonstrates all applicable permits for the project have been obtained as required in Section 4(c).
- (e) The Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *MMS Program Guidelines*, or any expenses not adequately supported by the Grantee's records.
- (f) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility.
- (g) The Department is allowed fifteen (15) working days to process a request for

reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.

- (h) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (i) The Department may reduce the Grantee's amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.
- (j) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (k) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (l) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.
- (m) The Department, in its sole discretion, may allow the Grantee to amend Section 6. The Department will review the following: likelihood to expend all grant funds prior to the deadline in Section 5(b); progress toward completion of the Project; good faith effort to comply with any of the duties, terms, and conditions of this Contract; and the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an amendment to Section 6 must be submitted at least sixty (60) days prior to the termination date of this Contract.

Section 11. REPORTING REQUIREMENTS

- (a) Project Progress Reports: During the term of this Contract the Grantee will submit Project progress reports to the Department in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in Section 6, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must

provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.

- (b) Project Completion Report: Upon completion of the Project, the Grantee will submit a final Project completion report for Department approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon approval of the Project completion report, the Department will issue a notice of Project close-out.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

Section 13. NOTICE

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

Section 14. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- (a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. However, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Grantee may not otherwise assign or transfer any portion of this Contract without the express written consent of the Department.

- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Department.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

Section 16. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

Section 17. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

- (a) Termination Due to Loss or Reduction of Funding: The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget amount.
- (b) Termination for Cause with Notice to Cure Requirement: The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination: In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a

good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 18. COMPLIANCE WITH APPLICABLE LAWS

- (a) The Grantee, in performance of work under the Contract, must fully comply with all applicable federal, state, or local laws, rules and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act ("ACA"), and Executive Order No. 12-2015, *Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy*. Any subletting or subcontracting by the Grantee subjects subcontractors to the same requirements.
- (b) In accordance with Section 49-3-207, MCA and Executive Order No. 04-2016, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.
- (c) The ACA requires a Grantee, if Grantee is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for thirty (30) or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions of the ACA under Section 4980H, and otherwise satisfy the requirements of the ACA Section 4980 H if provided by the State.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Sections 2-7-503, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate

administration, expenditure of monies, and delivery of services provided through this Contract.

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) General Liability Insurance: At its sole cost and expense, Grantee must purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (c) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (d) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

Section 24. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such,

harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services, or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

Section 25. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 26. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

Section 27. FORCE MAJEURE

Neither party will be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, bombs, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

Section 28. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 29. ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 30. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No

express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees.

Section 32. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

CITY OF MILES CITY:

<i>John Hollowell</i>	6/26/2020
John Hollowell, Mayor	Date

ATTEST:

Lorrie Pierce, City Clerk

APPROVED AS TO FORM:

Dan Rice, Attorney

MONTANA DEPARTMENT OF COMMERCE:

Jennifer H. Olson, Administrator Community Development Division	Date
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EXHIBIT A Implementation Schedule

TASK	QUARTERS, 2020				QUARTERS, 2021			
	1st JFM	2nd AMJ	3rd JAS	4th OND	1st JFM	2nd AMJ	3rd JAS	4th OND
PROJECT START-UP								
Contract (City and DOC)		X						
PROCUREMENT OF PROFESSIONAL ASSISTANCE								
Prepare and Publish RFP		X						
Select designer and develop contract		X						
Execute agreement with professional		X						
PROJECT IMPLEMENTATION								
Complete design			X					
Bid for construction			X					
Select and contract with contractor			X					
Construction			X					
PROJECT CLOSE OUT								
Submit Final Document			X					
Project Completion Report/Final Request for Funds				X				
Contract End Date					2022			

EXHIBIT B
Budget

	SOURCE: <i>MMS</i>	SOURCE: <i>Miles City URA</i>	SOURCE: <i>Miles City HP Office</i>	TOTAL
Construction	\$10,000	\$10,000	\$2,000	\$22,000

State of Montana
Surplus Property Program
P O Box 200137
Helena, MT 59620-0137
(406) 431-3104

RESOLUTION

4334

(For Surplus Program Use)

Donee #: _____
Approved to acquire:
State: Yes No
Federal: Yes No

BE IT RESOLVED THAT: City of Miles City
(Print Legal Name of Applicant Organization)

STREET ADDRESS: 17 S. 8th ST City: Miles City MT 59301

MAILING ADDRESS: PO Box City: Miles City MT 59301

PHONE NUMBER: 406-234-3462 FAX NUMBER: 406-234-1093

E-MAIL ADDRESS: cityclerk@milescty-mt.org

by its Governing Board (or) by the Chief Administration Officer, if not governed by a board, shall obligate the Applicant and its funds to the extent necessary to comply with the TERMS and CONDITIONS listed on the reverse side of this form. **The employee(s) whose name(s) and signature(s) appears on this document is (are) authorized to acquire federal and/or state surplus property from the State of Montana Surplus Property Program for the above Applicant.**

BE IT FURTHER RESOLVED THAT this certified copy of the Resolution shall be submitted to the State of Montana, Surplus Property Program and the same remain in effect until written notice is given to the Surplus Property Program to change or rescind said Resolution.

CERTIFICATION: I, John Hollowell hereby certify that I am the
(Chairman of the Board (or) Administrative Officer)

Mayor of the City of Miles City
(Title) (Full Legal Name of Governing Board)

of the above applicant that the foregoing is

- (1) a true and correct copy of the Resolution adopted by the vote of the majority of said board present at a duly-convened
- (2) meeting of the said board on the 14th day of July, 2020 at which a quorum was present.
28th

OR

(2) an executive action taken by me on the _____ day of _____, 20__.

SIGNATURE: _____
(Chairman of the Board (or) Administrative Officer)

AGENTS AUTHORIZED TO ACQUIRE SURPLUS PROPERTY AND THEIR SIGNATURES

TYPE OR PRINT NAME:	SIGNATURE (required):	DEPARTMENT:	EMAIL ADDRESS:
1. <u>John Hollowell</u>	_____	<u>Mayor</u>	_____
2. <u>Tom Speelman</u>	_____	<u>PU Director</u>	_____
3. <u>Scott Gray</u>	_____	<u>PW Director</u>	_____
4. <u>Doug Colambik</u>	_____	<u>Police Chief</u>	_____
5. <u>Branden Stevens</u>	_____	<u>Fire Chief</u>	_____
6. <u>Lorrie Pearce</u>	_____	<u>City Clerk</u>	_____

7. Sonja Woods

Library Director

8. Jeff Langkau

Airport Director

FEDERAL SURPLUS PROPERTY TERMS AND CONDITIONS

(A) THE DONEE CERTIFIES THAT:

1. It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1954; within the meaning of Section 203(J) of the Federal Property and Administrative Services Act of 1949, as amended and the regulations of the Administrator of General Services.

2. If a public agency; the property is needed and will be used by the recipient for carrying out or promoting for the residence of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the state, except with prior approval of the state agency.

3. Funds are available to pay all costs and charges incident to donation.

4. This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964; Title VI, Section 606, of the Federal Property and Administrative Services Act of 1949, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; and Section 303 of the Age Discrimination Act of 1975, as amended.

(B) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

1. All such items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the state agency and, at the donee's expense, return such property to the state agency, or otherwise make the property available for transfer of disposal by the state agency, provided the property is still usable as determined by the state agency.

2. Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.

3. In the event the property is not so used or handled as required by (B)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(C) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

1. The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

2. There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, listed hereon on which the state agency designates a further period of restriction.

3. In the event the property is not used as required by (C) (1) and (2) and federal restrictions (B)(1) and (2) have expired then title and right to the possession of such property shall at the option of the state agency revert to the State of Montana and the donee shall release such property to such person as the state agency shall direct.

(D) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

1. From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (B) and (C) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the state, without the prior approval of GSA under (B) or the state agency under (C). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the state agency, shall be remitted promptly by the donee to GSA or the state agency, as the case may be.

2. In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, without the prior approval of GSA or the state agency, the donee, at the option of GSA or the state agency, shall pay to GSA or the state agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the state agency.

3. If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the state agency, and shall, as directed by the state agency, return the property to the state agency, release the property to another donee or another state agency or a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the state agency.

4. The donee shall make reports to the state agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the state agency.

5. At the option of the state agency, the donee may abrogate the conditions set forth in (C) and the terms, reservations, and restrictions pertinent thereto in (D) by payment of an amount as determined by the state agency.

(E) THE DONEE AGREES TO THE FOLLOWING CONDITION, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

1. The property acquired by the donee is on an "as is," "where is" basis, without warranty of any kind.

2. Where a donee carried insurance against damages to or the loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, the state agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(F) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED, AND FIREARMS (REGARDLESS OF ACQUISITION COST).

1. The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

(G) IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO THE DEPARTMENT OR TO THE STATE AGENCY, SAID AGENCY SHALL HAVE THE RIGHT AND AUTHORITY TO WITHHOLD FURTHER TRANSFERS OF GOVERNMENT SURPLUS PROPERTY TO OUR INSTITUTION IF WE FAIL AT ANY TIME TO (A) ABIDE BY THE ABOVE TERMS AND CONDITIONS AND (B) PROMPTLY PAY JUST SERVICE AND HANDLING CHARGE FEES ASSESSED BY THE STATE AGENCY.

STATE SURPLUS PROPERTY PROGRAM
Federal Surplus Property Program
18 West Custer
Helena, Mt. 59620-0137
Phone (406) 444-9921

STATE OF MONTANA

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; SECTION 606 OF TITLE
VI OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF
1949, AS AMENDED; SECTION 504 OF THE REHABILITATION ACT OF
1973, AS AMENDED; TITLE IX OF THE EDUCATION AMENDMENTS
OF 1972, AS AMENDED; AND SECTION 303 OF THE AGE
DISCRIMINATION ACT OF 1975, AS AMENDED.

City of Miles City

(Full legal name of applicant organization (hereafter called the donee))

hereby agrees that the program for or connection with any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 1016.2) issued under the provisions of title VI of the Civil Rights Act of 1964, as amended, Section 606 Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended and Section 303 of the Age Discrimination Act of 1974, as amended, to the end that no person in the United States shall on the grounds of race, color, sex, age, national origin, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and Hereby Gives Assurance That it will immediately take any measure necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

DATED: _____

BY: _____
(Chairman of the Board (OR) Chief Administrative Officer)

RESOLUTION NO. 4335

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2019-2020 TO INCREASE THE BUDGETED AMOUNT IN THE FUNDS FOR AMBULANCE, BUILDING INSPECTOR AND LIGHTING DISTRICT # 173 UNBUDGETED REVENUES AND EXPENDITURES.

WHEREAS, the City of Miles City wishes to amend the budget for Fiscal Year 2019-2020 to increased appropriations as a result of several unanticipated expenditures related to the Ambulance Fund, Building Inspector Fund and Lighting District # 173 Fund as permitted by §7-6-4006 MCA;

AND WHEREAS, such amendment of the final budget will result in an overall increase in appropriation authority within multiple funds,

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

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

The appropriations and revenue for the Final Budget for Fiscal Year 2019-2020 shall be increased in the following amount:

1. Increased revenue in the amount of \$ 69,992 in unanticipated revenue from the Building Inspectors Fund) in fund No. 2394-323010
2. Increased appropriations in the amount of \$13,122 in unanticipated expense for Professional Services in fund No. 2394-018-420531-350
3. Increased appropriations in the amount of \$13,122 in unanticipated expense for Contractual Repairs in fund No. 2394-018-420531-360
4. Increased revenue in the amount of \$354,828 in unanticipated revenue received in fund No. 5510-342026 from additional funding from Ambulance charges
5. Increased appropriations in the amount of \$274,543 in unanticipated expense in the Ambulance fund No. 5510-010-420730-811 for contractual Allowances
6. Increased appropriations in the amount of \$10.00 in unanticipated expense in the LTG District # 173 fund No. 2480-047-430263-360

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2019-2020 on the 28th day of July, 2020, at 6:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 28TH DAY OF JULY, 2020.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 11TH DAY OF AUGUST, 2020.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4336

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A BUILDING INSPECTION SERVICES CONTRACT WITH RUSSELL MURPHY.

WHEREAS, the City of Miles City desires to enter into a Building Inspection Services Contract with building inspector Russell Murphy;

AND WHEREAS the obligations of the parties under said agreement have been reduced to writing, and are in the best interest of the City of Miles City for enforcement of City building codes;

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

1. The "City of Miles City Building Inspection Services Contract," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 28th day of July, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

CITY OF MILES CITY BUILDING INSPECTION SERVICES CONTRACT

This agreement entered into on this, 28th day of July, 2020, and effective as of July 1, 2020, between the CITY OF MILES CITY, a municipal corporation of the State of Montana, hereby called the "City," and RUSSELL MURPHY of 232 Kircher Creek Road, Miles City, Montana, herein called "Inspector."

SECTION ONE: Contract for Inspection Services

Pursuant to §50-60-304(3) MCA, City hereby contracts with Inspector for the performance of enforcement of its building codes, including the review and granting of building permits, building permit inspections, and enforcement of all rules and regulations for the construction, alteration, removal, demolition, and equipment used in the construction, location, and maintenance of buildings within the City of Miles city as prescribed by the Uniform Building Code, and other similar codes adopted by reference in Section 5 of the Miles City Code of Ordinances.

SECTION TWO: Compensation

City shall pay Inspector for services rendered hereunder according to the following schedule:

a) For all projects, in which a fee is collected, the Inspector shall receive sixty percent (60%) of the gross amount of the fee. For purposes of this subsection, "projects, in which a fee is collected" includes all activities incidental to applying for, determining, receiving, and securing a building permit, and specifically includes inspections, attendance at all board of appeals hearings, court proceedings, or any other meetings, pertaining to the ultimate issuance of a building permit. If a building permit is not ultimately issued, then such time is compensated under subsection (b) below.

b) For all other projects, the sum of \$18.00 per hour for work outside the scope of building permit issuance and inspections. Other projects include services required for acting as the code enforcement officer under Section 5 of the Miles City Code of Ordinances. Inspector shall provide his own vehicle for travel and performance of his services hereunder.

c) Inspector will make arrangements with the City to review all projects by no later than Wednesday of each week and agrees to accomplish the undertaking and completion of those projects within a reasonable time frame after receipt. In the event the Inspector is not available by Wednesday of each week, alternative arrangements for review of projects may be made through mutual agreement of the parties.

SECTION THREE: Non-Assignability; Personal Performance

Both parties recognize that this contract is one for personal services and neither it, nor the duties of Inspector hereunder, may be transferred, assigned, delegated or subcontracted by Inspector without the prior written consent of the City. All services hereunder shall be personally performed by Inspector and not by any employee or agent of inspector.

SECTION FOUR: Monthly Reports and Claims

Inspector will submit a written report concerning the status of building permits and other work projects, together with his monthly claim for services, prior to the first regular meeting of the City Council in each month.

For each construction of a new residential property, Inspector will fully complete and sign the Residential Construction Inspection check list, attached hereto as Exhibit "A" and made a part hereof. For each residential property remodel project, Inspector will complete and sign the Residential Construction Inspection check list (Exhibit "A") for all applicable components of the remodel. For each construction of a new commercial property, Inspector will fully complete and sign the Commercial Construction Field Inspection check list, attached hereto as Exhibit "B" and made a part hereof. For each commercial property remodel project, Inspector will complete and sign the Commercial Construction Field Inspection check list (Exhibit "B") for all applicable components of the remodel. A copy of each signed Residential Construction Inspection check list or Commercial Construction Field Inspection check list completed by the Inspector shall be delivered by the Inspector to the City's Director of Public Works, its Mayor, and to the owner of the project inspected.

SECTION FIVE: Independent Contractor

For purpose of Montana Worker's Compensation Law, and all other purposes, it is understood that the Inspector is an independent contractor and is not the employee or agent of the city. Inspector shall not hold himself out as, nor represent himself to be, an employee or agent of the City.

As a condition precedent to any obligations of City under this Contract, Inspector shall obtain and file with the City an independent contractor certification from the Montana Department of Labor and Industry, in compliance with §39-71-417.

Inspector will perform services hereunder in compliance with all applicable Montana laws and regulations, but inspector will determine when and where to perform the work, the methods for performance of the work, the tools and equipment to use, and the order and sequence of work.

Inspector will provide his own tools, equipment, facilities and materials, and other costs of doing business for the performance of the work. City, at City's expense, will provide Inspector with building permit forms satisfactory to the City.

Inspector will pay his own Social Security and Medicare Taxes and all other necessary and reasonable expenses involved with the operation of his business. In the event the amount earned in a calendar year exceeds Six Hundred Dollars (\$600), the City will issue an IRS Form 1099. Inspector will provide the City Clerk with a completed and signed Form W-9 at the inception of this Contract.

SECTION SIX: Qualifications

Inspector represents and warrants that he has sufficient qualifications and all required licenses and certifications, if any, to legally serve in the capacity as a building inspector for the City under Title 50, Chapter 60, Part 3, MCA. The City will purchase and make available to inspector all code books and instructional materials required to perform the services hereunder. Inspector shall pay all membership dues needed to maintain his certification by the international Conference of Building Officials.

SECTION SEVEN: Duties

In addition to services as Building Inspector, the Inspector will provide additional services as a code enforcement officer as set forth under the Miles City Code of Ordinances, other than under Chapter 15, Nuisances. The contractor represents and warrants that he has reviewed Chapters 5, 20 and 24 of the Code of Ordinances of the City of Miles City and he is able and qualified to serve in that capacity. Compensation for the position as code enforcement officer is set forth in Section Two, subsection (b) of this agreement.

SECTION EIGHT: Termination and Renewal

This agreement shall remain in effect from its effective date until June 30, 2021 and may be renewed under the same terms and conditions for additional consecutive one-year terms through June 30th of succeeding years upon mutual agreement of the parties. Provided, however, the Mayor of the City may terminate this contract, with advice and consent of the City Council, upon thirty (30) days advance written notice to Inspector. In the cases of misconduct, malfeasance, or non-performance by the Inspector, this contract may be terminated by City, immediately, without prior notice.

SECTION NINE: Nondiscrimination; Compliance with Governmental Code of Fair Practices.

Inspector shall comply fully with the Montana Governmental Code of Fair Practices (Title 49, Chapter 3 MCA) and, in the performance of this contract, all hiring by Inspector shall be on the basis of merit and qualifications and there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

SECTION TEN: Insurance and indemnity

At all times during the terms of this Contract, Inspector shall maintain a policy or policies of insurance, insuring Inspector against general liability and errors or omissions, on an occurrence basis, in a sum of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) per claim and One Million Five Hundred Thousand Dollars (\$1,500,000.00) in aggregate, with the City of Miles City named in each policy of insurance as an additional insured. Each policy of insurance shall provide that it is primary coverage over any insurance coverage maintained by the City of Miles City. At the commencement of this contract, and upon reasonable request of the City thereafter, Inspector shall provide to the City Clerk conforming certificates of insurance, including

any endorsements necessary to include the City as a named insured under such policy of insurance. Each such certificate shall provide that the insurer will provide to the City at least ten (10) days prior notice before terminating, non-renewing, or materially altering the provisions, coverage or limits of liability of such policy of insurance.

Inspector shall assume, indemnify, defend and hold the City harmless from any and all claims and damages arising out of Inspector's performance of services hereunder.

SECTION ELEVEN: Completeness of Agreement

This document contains all the terms and conditions of this agreement and any alteration or variations of the terms of this agreement shall be Void unless made in writing and signed by all the parties. There are no other understandings, representations or agreements, written or verbal, not incorporated herein.

SECTION TWELVE: Effective Date; Ratification by City Council

This agreement shall become effective upon its signature by Inspector, Inspector's compliance with all conditions precedent hereunder, and ratification of this agreement by the City Council of the City of Miles City.

CITY:

INSPECTOR:

By: _____
John Hollowell, Mayor

RUSSELL MURPHY

Attest:

Lorrie Pearce, City Clerk

RUSSELL G. MURPHY

232 Kircher Creek Rd. • Miles City • Montana • 59301. • rgmurphyco@gmail.com

OBJECTIVE

To serve as a knowledgeable Building Inspector for the City of Miles City, Montana

EDUCATION

Custer County District High School, Miles City, Montana (August 2005 to 2008) ~ 3.4 GPA

Casper College, Casper, Wyoming (August 2008 to May 2011) ~ 3.7 GPA

- *Associates of Applied Science in Construction Technology* May 2010
- *Associates of Science in Construction Management* May 2011

CERTIFICATIONS

ICC Commercial Building Inspector, 2016

Lead Certification, University of North Dakota, 2011

30 hr. OSHA Certification, Casper College, 2009

PROFESSIONAL EXPERIENCE

2016-PRESENT, CITY BUILDING INSPECTOR, COLSTRIP, MT

- Provide the knowledge and skill to fulfill the intent of the Code, and provide the minimum requirements for a reasonable level of public safety and health.
- Oversee the entire progress of a project, from issuing permits to granting a certificate of occupancy.

**2013- 2016, JACKSON CONTRACTOR GROUP, MISSOULA, MT HEADQUARTERS,
MILES CITY BRANCH**

- Coordinated and addressed daily tasks and concerns with JCG supervisors, project managers, project engineers, along with numerous sub-contractors on every project
- Thoroughly read and interpreted blue prints to address the scope of work presented
- Maintained a schedule for daily projects
- Coordinated with coworkers and sub-contractors to ensure projects were completed thoroughly
- Preserved a perfect safety record for entire duration (1,000+ hours)

2012 - 2013, S-H CONSTRUCTION, ZANE SOLOMAN, MILES CITY, MT

- Updated customers on the progress of projects, offered insight and experience to the project, and demonstrated strong commitment to the success of each project
- One-on-one communication with each customer, adequately addressing concerns, responding promptly with reliable solutions and willingness to meet the needs of each customer and project

**2010 – 2011, WYOMING COMMUNITY DEVELOPMENT AUTHORITY (WCDA), CASPER,
WY**

- Construction Manager and Asset Manager Assistant
- Assessed houses for health and safety issues regarding housing and building code

- Communicated effectively and efficiently with diverse contractors for bids and negotiations
- Managed year-round upkeep on 100 + vacant houses across the state of Wyoming

PROFESSIONAL PREPARATION

MEMBERSHIPS

- | | |
|--|--------------|
| • ICC REGION II Board of Directors: Secretary | 2017-2018 |
| • ICC REGION II Board of Directors: Treasurer | 2018-2019 |
| • ICC REGION II Board of Directors: Vice President | 2019-Present |
| • ICC Montana Chapter | 2016-Present |

CONFERENCES

- Participated in the Shadow Program at the ICC ABM in Columbus, Ohio



INDEPENDENT CONTRACTOR PROGRAM



Montana Department of LABOR & INDUSTRY

04/27/2020-04/26/2022 Building Inspector
04/27/2020-04/26/2022 General Contractor
END OF OCCUPATION LIST

INDEPENDENT CONTRACTOR EXEMPTION CERTIFICATE

IC#: 330054IC

Certificate Holder:

RUSSELL G MURPHY
232 KIRCHER CR RD
MILES CITY, MT 59301

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

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

The named 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 while working as an independent contractor in the occupation(s) listed above.
See back for important information

1/1

1. The certificate has important information on the back. If making copies to provide to hiring agents, please copy both the front and back of the certificate and provide both sides to the hiring agent. You may make copies as needed. The status can be verified by visiting our website at www.mtcontractor.com or by calling our office at 406-444-7734.
2. Please notify our office of changes to your information, including changes to your address, phone number, business name and structure, and any occupations you may wish to add or remove. Failure to keep your information current may result in the revocation of your ICEC.
3. The wallet card below is provided as a way for you to conveniently identify yourself as an ICEC holder to Department of Labor representatives. It should not be given to hiring agents as proof of independent contractor status because the full occupation descriptions are not displayed. North American Industry Classification System (NAICS) codes have been assigned based on the occupation descriptions you submitted and are for Department reference only. The NAICS codes alone do not represent the occupation(s) you are approved for as an Independent Contractor. Full occupation descriptions are displayed on the certificate and can be verified by visiting our website at www.mtcontractor.com.

INSTRUCTIONS: Fold at perforations then tear card out. Fold card in half at score.

<p>INDEPENDENT CONTRACTOR EXEMPTION CARD RUSSELL G MURPHY 232 KIRCHER CR RD MILES CITY, MT 59301 IC#: 330054IC</p> <p>This wallet card is provided as a way for you to identify yourself as an ICEC holder to Montana Department of Labor representatives. Assigned NAICS codes are for department reference only. For full occupation descriptions refer to the certificate.</p>	<p>Exempt Occupations Valid Until: 04/26/2022</p> <p>541350 Building Inspector</p> <p>238990 General Contractor</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

DECLARATIONS

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY OPTIONAL EXTENSION PERIOD, IF PURCHASED. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE APPLIED TO THE DEDUCTIBLE. THE UNDERWRITERS ARE NOT LIABLE FOR CLAIMS EXPENSES OR DAMAGES ONCE THE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Insureds** and Underwriters. Unique Market Reference (UMR): B1180D190687

Underwriters: Underwriters at Lloyd's, London - B1180D190687

Policy Number: JUPL0103691019

Item 1. Named Insured: Russell Murphy
Address: 295 Bitterroot Rd
Miles City, MT 59301

Item 2. **Policy Period:**
From: 12/28/2019 To: 12/28/2020
Both dates at 12:01am Local Time at the Principal Address stated in Item 1.

Item 3. Limit of Liability
(a) \$1,000,000 Each **Claim** – includes **Claims Expenses**
(b) \$1,000,000 Aggregate for the **Policy Period** – includes **Claims Expenses**

Item 4. Deductible \$ 2,500.00 Each **Claim** Deductible – includes **Claims Expenses**

Item 5. Professional Liability
Premium \$1,875.00
Policy Fee 0.00

TOTAL \$1,875.00

Item 6. Retroactive Date 12/28/2016

Item 7. Continuity Date 12/28/2016

Item 8. Optional Extension Period
(a) Premium for **Optional Extension Period** 100% of the total premium for the Policy
(b) Length of **Optional Extension Period** 1 year

Item 9. Notification under this Policy

(Notification pursuant to Clause IX. shall be given to:

- (a) (Notification pursuant to Clause IX. shall be given to:
- | | |
|---|---|
| JaVA Underwriting LLC | TransEleven Claims Managers, Inc |
| P.O. Box 477100 | 5900 South Lake Forest Drive, Suite 300 |
| Chicago, IL 60647 | McKinney, TX 75070 |
| 312.651.4118 (facsimile) | 844.281.2811 (facsimile) |
| <u>submissions@javaunderwriting.com</u> | <u>mailto:newclaimreporting@trans11claims.com</u> |

- (b) All other notices under this Policy shall be given to:

JaVA Underwriting LLC
1003 N. Damen Ave.
Chicago, IL 60622
Tel: 312.651.4109
Fax: 312.651.4118

Item 10. Professional Services:

Home Inspectors for others for a fee

Item 11. Endorsements Effective at Inception:

F00057(05/08); SL001(10/19); EO0026(08/16); EO0727(08/11); FATCA12(19); LMA3100(09/10);
LMA9059(09/13); NMA1331(04/61); NMA45(06/10); NMA464(01/38); NMA1256(03/60);
NMA1168(06/10); NMA1477(02/64); NMA1998(04/86); NMA2342(11/88); NMA2840(01/00);
NMA2918(08/01); OFAC1(11/16); F00058(05/08);

The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Insurer.



Authorized Representative

1/14/2020

Date



Commercial Building Inspector



Candidate ID: ICC00248501

Name: Russell Murphy

Date: 4/30/2016

Address: 295 Bitterroot Road

Miles City MT 59301

EXAMINATION RESULT: **PASS**

Congratulations! You have passed the above-named examination. Your wallet card will be forwarded to you by ICC within six weeks from the last day of the month in which you tested. This certification is current for three years.

You may request a wall certificate from ICC as well. This certificate will be provided at no cost to you, if you request it within 90 days of your exam. Only one wall certificate per exam passed will be provided to you at no charge. For more information on requesting a wall certificate, go to www.iccsafe.org/inspector.

It is extremely important that you notify Pearson VUE and ICC of any changes in name and/or address to avoid the possibility of your wallet card and/or certificate not being received. There may be an additional fee if a certification is re-issued due to a misspelled name or incorrect address. Please note that name changes may require additional information.

For exams taken in the U.S: Please contact Pearson VUE at 800-275-8301 and ICC at certexam@iccsafe.org.

For international exams: Please go to www.pearsonvue.com/icc/cert/contact/.

The authenticity of this score report can be validated by using Pearson VUE's Online Score Report Authentication found at: www.PearsonVUE.com/authenticate

Digital embossing eliminates the possibility of unauthorized embossing of counterfeit score reports.

Registration Number: 298268802

Validation Number: 873787578



1920 Valley Drive
 Miles City, Montana 59301
 abcglassandsigns.com
 voice: 406.234.1234 fax: 406.234.2510

Copy 1

ABC GLASS & SIGNS, INC 1920 VALLEY DR EAST MILES CITY, MT 59301 PH:406-234-1234 FAX:406-234-2510 Federal Tax ID: 81-0527028

P/O#:	Cust State Tax ID:	Workorder: W0021532
Taken By: BRAD	Cust Fed Tax ID:	
Installer:	Ship Via:	Date: 7/13/2020
SalesRep:	Adv. Code:	Time: 02:22 PM

Bill To: 3462

Sold To: 3462

CITY OF MILES CITY
 DRAWER 910
 MILES CITY, MT 59301

CITY OF MILES CITY
 DRAWER 910
 MILES CITY, MT 59301

(406) 232-3462

Vehicle Information

Qty	Part Number	Description	List	Disc%	Sell	Total
2	FLAT	R.O. 63 3/4 TITE X 90 1/4 TITE MEASURE 36" DOOR MEDIUM STYLE 1 1/2 PAIR HINGES LOW-E GLASS W/PANIC HANDI CLOSERS	\$3,875.00	0	\$3,875.00	\$7,750.00
2	FLAT	DARK BRZ FRAME LOW-E GLASS PER DENNIS 853-2511 SPOKE WITH LORI 6/29- NO W/O NEEDED	\$2,500.00	0	\$2,500.00	\$5,000.00

Instructions:

AUTHORIZATION TO PAY

I hereby authorize and empower the above-named insurance company to pay this invoice in full settlement, satisfaction and discharge of all loss under the above policy. Upon such payment, all rights I may have for claim and demand for loss and damage described above against the above named insurance company shall be thereby forever discharged. In the event that the above named insurance company does not make timely and/or full payment of this invoice according to its terms, I hereby accept responsibility for such payment and agree to pay all charges reflected on this invoice to the above named glass company subject to and according to all terms and conditions on this invoice.

Total:

Sub Total: \$12,750.00

Tax: \$0.00

Total: \$12,750.00

Balance: \$12,750.00

Customer's Signature: _____

New Business

RESOLUTION NO. 4337

A RESOLUTION OF THE CITY OF MILES CITY APPROVING A LOAN IN THE AMOUNT OF \$15,000, TOGETHER WITH INTEREST THEREON AT THE RATE OF 2.375 PER ANNUM ON THE UNPAID BALANCE OF THE PRINCIPAL UNTIL PAID, FROM THE AERONAUTICS DIVISION OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF MONTANA TO THE CITY OF MILES CITY, FOR THE PURPOSE OF: CONSTRUCTION IMPROVEMENT AT THE FRANK WILEY AIRPORT, LOCATED IN MILES CITY MONTANA, PROVIDING FOR THE REPAYMENT OF LOAN, AND THE TERMS THEREOF,"

WHEREAS, the City of Miles City, hereinafter known as "SPONSOR", has approval from the Aeronautics Division of the Department of Transportation of the State of Montana, hereafter known as "DIVISION", for a loan of State funds in the amount of \$15,000 together with interest thereon at the rate of 2.375 per annum of the unpaid balance of the principal until paid, for the purpose of Airport Improvements described above.

The DIVISION, has prescribed the terms and conditions under which loan is to be repaid, to wit: Said sum of \$15,000 together with interest thereon at the rate of 2.375 per annum on the unpaid balance of the principal until paid, must be repaid to the DIVISION, in annual installments in such payment amounts and in accordance with the schedule of repayments as set forth in the repayment schedule attached hereto and marked EXHIBIT "A".

The SPONSOR accepts such DIVISION monies and agrees to expend same upon such terms and conditions as are prescribed by the DIVISION, and in accordance with the Airport Aid Application Section Four (Representations) and Section Three (Sponsor Assurances) and by this reference incorporated herein as though fully set forth.

NOW THEREFORE, IT IS RESOLVED by the City of Miles City, known herein as SPONSOR, as follows:

1.) SPONSOR, hereby agrees to receive and expend such loan totaling \$15,000 for the improvements of the Frank Wiley Airport, located in Miles City, Montana, in the manner and form applied for, and as approved by the DIVISION.

2.) That in consideration of said loan, that SPONSOR, hereby obligates itself during the period of time as set forth in EXHIBIT "A", to repay to the DIVISION, the loan of \$15,000, together with interest thereon at the rate of 2.375 per annum on the unpaid balance of the principal until paid, in annual installments in accordance with EXHIBIT "A". The first of said payments, in the amount as stated in EXHIBIT "A" will be made on or before the date set forth

in EXHIBIT "A", in the full amount of the loan together with interest as aforesaid; and

3.) The SPONSOR shall have the right of prepayment of the principal and interest of the loan, or any part thereof, without penalty, at any time. Any prepayment shall be applied first to interest then accrued at the time of payment and the balance of the payment shall be applied to the principal balance of the loan at the time of prepayment. Any prepayment of principal shall accordingly reduce the amount of interest to be paid on the loan. The prepayment shall not relieve the SPONSOR from making the next succeeding payment installment or installment when due until the total balance of the loan is paid in full.

4.) SPONSOR, in consideration of said loan does hereby obligate itself to include within its budget for the period of time during which loan is to be repaid, sufficient funds to pay and discharge loan together with interest thereon in the amount as stated in EXHIBIT "A".

Unanimously passed and approved by the City of Miles City, located in Miles City, Montana, this 28th day of July, 2020

John Hollowell, Mayor

Attest by:

Lorrie Pearce, City Clerk

EXHIBIT "A"
REPAYMENT SCHEDULE
MILES CITY
MILES CITY

Fixed Principal Amortization Worksheet

Loan Amount 15,000.00
 Annual Interest Rate 2.375%
 First Payment Date 03/01/21
 Loan Period 10

PAYMENT #	PAYMENT DUE	PAYMENT	PRINCIPLE	INTEREST	PRINCIPLE BALANCE
**1	03/01/21	\$ 1,856.25	\$ 1,500.00	\$ 356.25	\$ 13,500.00
2	03/01/22	\$ 1,820.63	\$ 1,500.00	\$ 320.63	\$ 12,000.00
3	03/01/23	\$ 1,785.00	\$ 1,500.00	\$ 285.00	\$ 10,500.00
4	03/01/24	\$ 1,749.38	\$ 1,500.00	\$ 249.38	\$ 9,000.00
5	03/01/25	\$ 1,713.75	\$ 1,500.00	\$ 213.75	\$ 7,500.00
6	03/01/26	\$ 1,678.13	\$ 1,500.00	\$ 178.13	\$ 6,000.00
7	03/01/27	\$ 1,642.50	\$ 1,500.00	\$ 142.50	\$ 4,500.00
8	03/01/28	\$ 1,606.88	\$ 1,500.00	\$ 106.88	\$ 3,000.00
9	03/01/29	\$ 1,571.25	\$ 1,500.00	\$ 71.25	\$ 1,500.00
10	03/01/30	\$ 1,535.63	\$ 1,500.00	\$ 35.63	\$ -
Totals		\$ 16,959.38	\$ 15,000.00	\$ 1,959.38	

**Actual Interest rate for first payment will be prorated - You will receive an invoice for the correct amount owed every January

RESOLUTION NO. 4338

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONTRACT ADDENDUM WITH CERTIFIED WPCI REGARDING DRUG AND ALCOHOL TESTING.

WHEREAS, the City of Miles City is required to provide for certain drug and alcohol testing by the Federal Motor Carrier Safety Administration;

AND WHEREAS, the terms of such testing, which is completed by Certified WPCI for the City, are set forth in a certain agreement between said parties, which requires revision through a certain Contract Addendum provided to the City by Certified WPCI;

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

1. The "FMCSA Clearinghouse Ready C/TPA Contract Addendum" between the City of Miles City and Certified WPCI, attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said 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 28TH DAY OF JULY, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FMCSA Clearinghouse Ready C/TPA Contract Addendum

This Addendum is an amendment to the Third-Party Administrative Contractual Agreement between the Parties, the Certified WPCI (C/TPA) and CITY OF MILES CITY (Employer), an FMCSA Regulated Employer, to provide services that are otherwise covered under the Federal Motor Carrier Safety Administration Drug and Alcohol Clearinghouse Final Rule published on December 5, 2016 and found at www.fmcsa.dot.gov/regulations/commercial-drivers-license-drug-and-alcohol-clearinghouse.

It is understood between the Parties that the Clearinghouse reporting, and other compliance services, shall be conducted in accordance with the above Final Rule and other guidance issued by the Clearinghouse. It is further acknowledged, understood and agreed between the parties as follows:

1. Employer affirms that it has secured a Clearinghouse Ready FMCSA CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY and TOOLKIT OF FORMS to be in compliance with 49 CFR Part 382.601 (to provide a policy to Drivers notifying them of the Employer Clearinghouse obligations to report certain violations to the Clearinghouse), as updated by the Final Rule.
2. Employer affirms that it will secure from its CDL Drivers a written GENERAL CONSENT FOR LIMITED QUERIES OF THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) DRUG AND ALCOHOL CLEARINGHOUSE FOR THE DURATION OF EMPLOYMENT and will also obtain from the Drivers the necessary personal information to accurately populate the EMPLOYER FMCSA CLEARINGHOUSE ANNUAL QUERY SPREADSHEET.
3. Employer affirms that it and/will provide basic training to its CDL Drivers on their Clearinghouse obligations and obtain from its CDL Drivers an FMCSA CLEARINGHOUSE CDL DRIVER ACKNOWLEDGMENT OF TRAINING MATERIALS;
4. Employer affirms that it and/will provide basic training to its staff who will have Clearinghouse access on behalf of the Employer on their Clearinghouse obligations, and will obtain a written FMCSA CLEARINGHOUSE ACCESS CONFIDENTIALITY AGREEMENT AND ACKNOWLEDGMENT
5. The Employer affirms that it shall continue to remain ultimately responsible in accordance with the Final Rule for the reporting of Driver violations and other Clearinghouse employer designated reporting responsibilities, 49 CFR Part 382.705;
6. That the Employer shall present to the C/TPA "evidence" in the form of an affidavit or declaration, or other admissible evidence, if it is requesting that the TPA report to the Clearinghouse a Driver Refusal or Actual Knowledge, or Alcohol Violation (submit a Scan or Photo of the Alcohol Technician completed Alcohol Testing Form) along with any other evidence of the violation such as video, photographs, statements in a format acceptable to the C/TPA.
7. The Employer affirms that it shall serve the Driver with a copy of the information which it seeks to report to the Clearinghouse and give the Driver an opportunity to respond prior to reporting a violation to the Clearinghouse, if at all possible;
8. The C/TPA reserves the right to make the final determination of information, presented to it by the Employer, as to whether it will report such to the Clearinghouse; in the event the C/TPA declines to make the report, the C/TPA will provide timely notice of such to the Employer along with the Employer's obligation to make a timely Clearinghouse Report.
9. The Final Rule requires persons reporting information to the Clearinghouse to do so truthfully and accurately and the Regulations prohibits anyone from reporting false information, inaccurate or misleading information, or information that *should* be known as false or inaccurate, 49 CFR Part 382.705.
10. No one may disclose or disseminate any information obtained from the FMCSA Clearinghouse except in accordance with the Final Rule, 49 CFR Part 382.723.
11. Employers, those granted Clearinghouse access, and DOT Service Agents, are specifically prohibited from using information from the Clearinghouse for any purpose other than to assess or

- evaluate whether a driver is prohibited from operating a Commercial Motor Vehicle (CMV), 49 CFR Part 382.723.
12. Anyone granted access to the Clearinghouse who violates any provision of the Final Rule shall be subject to the civil and/or criminal penalty provisions as provided for in the Final Rule, 49 CFR Part 382.705.
 13. Clearinghouse registration may be revoked for anyone who fails to comply with any of the prescribed rights and restrictions on access to the Clearinghouse, including but not limited to, submission of inaccurate information, misuse or misappropriation of access rights, or use of protected information from the Clearinghouse for a purpose other than whether a driver is prohibited from operating a CMV, 49 CFR Part 382.713.
 14. The C/TPA represents that it will make reports to the Clearinghouse in a timely manner, conditioned upon the Employer providing the necessary information to the C/TPA, in a form acceptable to the C/TPA, in a timely manner.
 15. The Parties agree to work in cooperation to fulfill their respective Clearinghouse obligations in a timely and professional manner, so as to reduce the risk of errors and to treat the Drivers in a respectful and dignified manner.
 16. Anyone making an inadvertent error should make a correction immediately upon discovering the error, 49 CFR Part 382.717; and
 17. Both parties agree to mutually indemnify the other for their own acts of gross negligence. Specifically, the Employer agrees to fully indemnify and defend the C/TPA in the event the Employer makes a report to the C/TPA, and the C/TPA in turn makes a report to the Clearinghouse on behalf of the Employer relying on such Employer information, of a driver violation which is ultimately determined by the FMCSA to be false or inaccurate, or should have known to be false or inaccurate, where the TPA relied upon the Employer's representation that it had adequate evidence to substantiate the claimed Driver violation.

Agreed to this _____ day of _____, 20_____

Employer: CITY OF MILES CITY
ADDRESS: PO Box 910
Miles City, MT 59301

USDOT Number:

DESIGNATED EMPLOYER REPRESENTATIVE (DER)

NAME: Linda Wilkins
TITLE:
OFFICE: 406-234-6392
MOBILE:
E-MAIL: lwilkins@milescity-mt.org

Certified Third Party Administrator; _____ WPCI _____

Sign: _____

Mary Rowe

From: Anna Hampton <AnnaH@solestonereimbursement.com> on behalf of Anna Hampton
Sent: Wednesday, July 01, 2020 10:05 AM
To: Mary Rowe
Subject: Deceased Write-Off

Hi Mary,

Patient account #27026 needs to be written off as deceased. The patient passed away June 17, 2019. There is no estate. The balance on the account is \$705.38. Medicare and the VA denied the claim.

Sincerely,

Anna



705.380000+
17094.950000+
1,800.330000+

Mary Rowe

From: Anna Hampton <AnnaH@solestonereimbursement.com> on behalf of Anna Hampton
Sent: Saturday, June 13, 2020 4:50 PM
To: Mary Rowe
Subject: Deceased Write-Offs

Hi Mary,

These accounts need to be approved to be written off as deceased. There are no estates for any of the accounts.

Account # 24018. Call # 20-0295 for \$309.49. DOS 3-17-2020. Original balance \$4,308.30. Medicare paid on account.

Account # 24018. Call # 20-0207 for \$307.95. DOS 2-20-2020. Original balance \$4,284.30. Medicare paid on account.

Account # 27041. Call # 18-1048 for \$399.49. DOS 8-27-18. Insurance information never received.

Account # 26960. Call # 19-0235 for \$78.02. DOS 2-21-19. Insurance paid on account.

Thanks,

Anna

Total \$ 1,094.95

309.490000
307.950000
399.490000
78.020000
1094.950000

Claims

07/15/20
14:51:05

CITY OF MILES CITY
Claim Details
For the Accounting Period: 6/20

Page: 1 of 19
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
132854	83135S	3292 MONTANA AIR CARTAGE		126.72					
1	YNZ22819	05/01/20 Partners Program crate deliv		0.00		25826	2880 39 460100	311	101020
2	786226	05/19/20 Delivery Charge		42.24			5210 80 430540	352	101000
3	786254	06/02/20 Delivery Charge		42.24		27284	5210 80 430540	352	101000
4	783205	06/16/20 Delivery Charge		42.24			5310 33 430640	352	101000
132873	83050S	4186 BUCKY JOHNSON		32.05					
1	9298237802	06/26/20 Cell Phone Reimbursement		16.02		27834	5210 23 430550	345	101000
2				16.03			5310 31 430630	345	101000
132933	-99785C	406 BRODY CHEMICAL		2,389.99					
1	484797	05/22/20 Chemicals		940.00*		27732	1000 14 460445	222	101000
2	484486	05/15/20 Chemicals		1,414.99*		27732	1000 14 460445	222	101000
3	484826	05/26/20 Disinfectant/Hand Sanitizer		35.00		27271	5310 33 430640	220	101000
132940	-99784C	278 TITAN MACHINERY		390.06					
1	14003854	05/20/20 Filter Kit Unit 44		312.04		27905	2510 107 430220	230	101000
2				78.02			2520 108 430220	230	101000
132950	83131S	2910 TONGUE RIVER ELECTRIC		450.85					
1	TRECO0620	06/25/20 Southgate Lighting		401.84			2450 51 430263	341	101000
2	DTRECO0620	06/25/20 Garfield 911		49.01		27677	2850 105 420140	341	101000
132951	83051S	975 FIREMANS FUND		2,025.00					
		\$135 per emp							
1	2nd Qtr	06/08/20 QUARTERLY CLOTHING ALLOTMENT		2,025.00		27775	1000 7 420460	211	101000
132952	83026S	4019 WEX BANK		6,201.49					
1	65793798	06/30/20 FUEL		352.11*			1000 13 460433	231	101000
2	06/30/20	FUEL		0.00			1000 201 431200	370	101000
3	06/30/20	FUEL		1,878.51			2510 107 430220	231	101000
4	06/30/20	FUEL		469.63			2520 108 430220	231	101000
5	06/30/20	FUEL		0.00			6040 910 430220	231	101000
6	06/30/20	FUEL		64.36			5210 22 430530	231	101000
7	06/30/20	FUEL		80.45			5210 80 430540	231	101000
8	06/30/20	FUEL		64.36			5310 33 430640	231	101000
9	06/30/20	FUEL		64.36			5310 32 430690	231	101000
10	06/30/20	FUEL		268.46			1000 7 420460	231	101000
11	06/30/20	FUEL		700.84			5510 10 420730	231	101000
12	06/30/20	FUEL		1,343.87			1000 5 420140	231	101000
13	06/30/20	FUEL		50.95*			1000 21 440600	231	101000
14	06/30/20	FUEL		0.00			1000 5 420160	231	101000
15	06/30/20	FUEL		369.33			5210 23 430550	231	101000
16	06/30/20	FUEL		369.33			5310 31 430630	231	101000

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17	06/30/20	FUEL	124.93*			5610 87 430300	231	101000
132953	83136S	1737 MC AREA SOLID WASTE DISTRICT	581.95					
Oct/Nov/Dec 2014								
1	06/30/20	QUARTERLY CHARGES	71.12*			6040 910 430220	346	101000
2	06/30/20	QUARTERLY CHARGES	71.12			5210 22 430530	346	101000
3	06/30/20	QUARTERLY CHARGES	47.41			1000 7 420460	346	101000
4	06/30/20	QUARTERLY CHARGES	47.41			5510 10 420730	346	101000
5	06/30/20	QUARTERLY CHARGES	47.41			1000 8 411230	346	101000
6	06/30/20	QUARTERLY CHARGES	237.06*			1000 13 460433	346	101000
7	06/30/20	QUARTERLY CHARGES	47.42*			5310 33 430640	346	101000
8	8139A	06/02/20 ANIMAL DISPOSAL	5.00		27570	1000 21 440600	220	101000
9	8210A	06/29/20 Evidence Destruction	8.00		27582	1000 5 420140	220	101000
132954	83052S	1535 LUCAS & TONN PC	422.50					
1	LTPC062020	06/23/20 Westlaw ~ Professional Ser	100.00*		062020	1000 4 411100	350	101000
2	Adam Forsl	06/26/20 Consulting ~ Shipley Heari	322.50*		062620	1000 4 411100	350	101000
132955	83137S	673 CUSTER NETWORK AGAINST DOMESTIC	956.35					
1	06/30/20	Civil Legal Assist/Victim Dom	956.35			7471 212500		101000
132956	83138S	2914 TOURISM BUSINESS IMPROVEMENT	1,772.00					
1	TBID061520	06/30/20 TBID ~ Monthly Econolodge	1,772.00			7370 212500		101000
132957	83053S	721 DALES CLEANING SERVICE	600.00					
1	DCS62720	06/27/20 City Hall ~ June Cleaning	600.00		28052	1000 8 411230	360	101000
132958	83041S	2450 POSTMASTER (UTILITIES)	1,123.58					
1	USPS062020	06/30/20 Water/Sewer Postage	561.79*			5210 25 430510	311	101000
2	USPS062020	06/30/20	561.79*			5310 29 430610	311	101000
132959	83139S	671 CUSTER COUNTY TREASURER	952.92					
1	06/30/20	Apr-Jun 2020: D/L RNSTMT FEES	0.00			7452 212500		101000
2	06312020	06/30/20 Apr-Jun 2020: LE ACDMY SURCH	952.92			7467 212200		101000
132960	83027S	394 BOSS INC	903.71					
1	324754-0	06/21/20 Finance	28.17			1000 3 410500	210	101000
2	326212-1	06/21/20	28.18			5210 25 430510	210	101000
3	327978-0	06/21/20	28.18			5310 29 430610	210	101000
4	327979-0	06/21/20 City Attorney	119.97			1000 4 411100	220	101000
5	324412-0	06/21/20 Police	71.00			1000 5 420140	220	101000
6	324871-0	06/21/20 Dispatch	51.14*			1000 5 420160	210	101000
7	324755-0	06/21/20 Bldg Inspection	10.56			2394 18 420531	210	101000
8	326212-0	Planning	97.55			1000 36 411020	210	101000
9	325041-0		232.97			1000 36 411020	214	101000

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10	327009-0	RSVP	221.90*			2985 15 450340	220	101000
11	324755-0	PU	8.45			2510 107 430220	210	101000
12	327009-0		5.64			2520 108 430220	210	101000
132961	83028S	2830 STAR PRINTING & SUPPLY	609.19					
1	06/22/20	CityMC	0.00			1000 3 410500	220	101000
2	06/22/20		0.00*			5210 25 430510	220	101000
3	06/22/20		0.00			5310 29 430610	220	101000
4	06/23/20	City Court	261.01*			1000 6 410300	210	101000
5	06/05/20	MCFIRE	24.31			1000 7 420460	210	101000
6	06/05/20		11.97			5510 10 420730	210	101000
7	06/22/20		0.00			1000 7 420460	220	101000
8	06/22/20		0.00			5510 10 420730	220	101000
9	06/11/20	Engineering	269.99			2394 18 420531	320	101000
10	06/25/20	Library	41.91			2220 16 460100	210	101000
11	06/10/20	Public Works	0.00			6040 910 430220	220	101000
132962	83046S	572 VERIZON WIRELESS	502.16					
1	9856110189	06/07/20 MDT Fees	502.16		27584	1000 5 420160	345	101000
132963	83132S	1721 MID RIVERS TELEPHONE CORP	3,080.62					
1		CITY COURT	157.03*			1000 6 410300	345	101000
2			30.15			1000 6 410300	347	101000
3		LIBRARY	90.76			2220 16 460100	345	101000
4			119.90			2220 16 460100	347	101000
5		CITY POOL	96.62*			1000 14 460445	345	101000
6		911 EMERGENCY	332.13			2850 105 420140	345	101000
7		RSVP	0.00			2985 15 450330	345	101004
8		AIRPORT	55.39			5610 87 430300	345	101000
9			132.45*			5610 87 430300	319	101000
10			7.60			5610 87 430300	347	101000
11		MAYOR	43.17			1000 1 410200	345	101000
12		FINANCE	69.37			1000 3 410500	345	101000
13			8.70			1000 3 410500	347	101000
14		ATTORNEY	77.75*			1000 4 411100	345	101000
15		POLICE	299.88			1000 5 420140	345	101000
16			57.86			1000 5 420140	347	101000
17		PD/DISPATCH	161.86			1000 5 420160	345	101000
18		FIRE	194.91			1000 7 420460	345	101000
19			50.69			1000 7 420460	347	101000
20		TREASURER	24.61*			1000 9 410540	345	101000
21		PARK DEPT	43.41			1000 13 460433	345	101000
22			26.82			1000 13 460433	347	101000
23		ANIMAL CONTROL	42.06			1000 21 440600	345	101000
24			44.95			1000 21 440600	347	101000

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25		PLANNING	9.65			1000 36 411020	345	101000
26		Flood	20.82			1000 201 431200	345	101000
27		BUILDING INSPECTION	46.87			2394 18 420531	345	101000
28		MMD #204	103.79			2510 107 430220	345	101000
29		MMD #205	45.91			2520 108 430220	345	101000
30		WATER PLANT	54.15			5210 22 430530	345	101000
31			22.82			5210 22 430530	347	101000
32		WATER LINES	101.58			5210 23 430550	345	101000
33			11.83			5210 23 430550	347	101000
34		WATER ADMIN	29.20			5210 25 430510	345	101000
35			1.04			5210 25 430510	347	101000
36		WASTE WATER ADMIN	29.19			5310 29 430610	345	101000
37			1.04			5310 29 430610	347	101000
38		SEWER LINES	101.59			5310 31 430630	345	101000
39			11.83			5310 31 430630	347	101000
40		WWTP	41.19			5310 33 430640	345	101000
41			44.95			5310 33 430640	347	101000
42		AMBULANCE	99.00			5510 10 420730	345	101000
43			24.96			5510 10 420730	347	101000
44		CITY SHOP	74.55			6040 910 430220	345	101000
45			26.92			6040 910 430220	347	101000
46		HISTORICAL PRESERVATION	0.00*			2935 11 460461	345	101000
47			0.03			2935 11 460461	347	101000
48		URBAN RENEWAL	9.15			2310 11 460462	345	101000
49			0.49			2310 11 460462	347	101000
132964	83049S	316 DATA IMAGING SYSTEMS, INC	33,499.95					
1		35349 06/30/20 Managed Services	445.32			1000 3 410500	360	101000
2		06/30/20 Managed Services	278.70*			5210 25 430510	360	101000
3		06/30/20 Managed Services	278.70*			5310 29 430610	360	101000
4		06/30/20 Managed Services	148.44*			1000 1 410200	360	101000
5		06/30/20 Managed Services	148.44			1000 36 411020	360	101000
6		06/30/20 Managed Services	320.63			5210 23 430550	360	101000
7		06/30/20 Managed Services	320.64			5310 31 430630	360	101000
8		06/30/20 Managed Services	210.79			2510 107 430220	360	101000
9		06/30/20 Managed Services	112.82			2520 108 430220	360	101000
10		06/30/20 Managed Services ~ Treasurer	148.44*			1000 9 410540	360	101000
11		06/30/20 Managed Services ~ TIF Distric	148.44*			2310 11 460462	360	101000
12		06/30/20 Managed Services ~ Hist Pres	0.00*			2935 11 460461	360	101000
13		06/30/20 Managed Services ~ Building In	320.64*			2394 18 420531	360	101000
14		5833 06/11/20 Trend Micro ~ Water Plant	59.95*			5210 22 430530	220	101000
15		5836 06/08/20 Square 9	4,000.00*		27854	2510 107 430220	350	101000
16			1,000.00			2520 108 430220	350	101000
17			276.00			5210 23 430550	350	101000
18			276.00			5310 31 430630	350	101000

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19	5835	06/08/20	Square 9	1,043.75		27854	5210 23 430550	350	101000
20				1,043.75			5310 31 430630	350	101000
21	5958	06/24/20	Square 9	3,680.25		27854	5210 23 430550	350	101000
22				3,680.25			5310 31 430630	350	101000
23				15,558.00*			2394 18 420531	360	101000
132965	83024S	1921	MONTANA MUNICIPAL INTERLOCAL	213.25					
1	June2020	06/05/20	June Retiree Premiums	213.25			1000 362022		101000
132966	83054S	1286	DENNIS HIRSCH	18,471.82					
1	June2020	06/30/20	June Permits	21,502.62*		28066	2394 18 420531	350	101000
2			Repayment #2	-3,030.80*			2394 18 420531	350	101000
132967	83025S	498	CENTURY LINK	1,941.84					
1	406896217	06/21/20	9-1-1 Phone System	1,941.84		27676	2850 105 420140	345	101000
132968	83055S	4022	MARILYNN FORMAN	350.00					
1	06302020	06/20/20	June PD Cleaning	350.00*		27576	1000 5 420140	350	101000
132969	83056S	3039	UTILITIES UNDERGROUND LOCATION	239.82					
1	300210	06/30/20	June Locates	44.55		27837	5210 23 430550	220	101000
2			Grip Rings	44.55			5310 31 430630	220	101000
3	65091	06/30/20	June Locates	75.36		27840	5210 23 430550	220	101000
4				75.36			5310 31 430630	220	101000
132970	-99783E	373	MASTERCARD	20,227.58					
1		06/20/20		15.56			1000 1 410200	350	101000
2		06/20/20		37.65			1000 3 410500	220	101000
3		06/20/20		46.48			1000 3 410500	350	101000
4		06/20/20		15.56*			1000 4 411100	350	101000
5		06/20/20		352.98			1000 5 420140	220	101000
6		06/20/20		18.00			1000 5 420140	311	101000
7		06/20/20		248.96*			1000 5 420140	350	101000
8		06/20/20		48.50*			1000 5 420140	370	101000
9		06/20/20		280.00			1000 5 420140	380	101000
10		06/20/20		59.68*			1000 5 420160	210	101000
11		06/20/20		108.92*			1000 5 420160	350	101000
17		06/20/20		13.39			1000 7 420460	214	101000
18		06/20/20		50.36			1000 7 420460	220	101000
19		06/20/20		201.08*			1000 7 420460	230	101000
20		06/20/20		58.89			1000 7 420460	345	101000
21		06/20/20		233.33			1000 7 420460	350	101000
22		06/20/20		301.87*			1000 8 411230	220	101000
23		06/20/20		15.56			1000 9 410540	350	101000
25		06/20/20		132.00			1000 13 460433	220	101000

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Line #	Check	Invoice #/Inv Date/Description	Line \$	PO #	Fund	Org	Acct	Object	Proj	Account
26	06/20/20		1,385.54		1000	13	460433	230		101000
27	06/20/20		56.24		1000	21	440600	220		101000
28	06/20/20		20.50*		1000	21	440600	311		101000
29	06/20/20		15.56		1000	36	411020	350		101000
30	06/21/20		15.56		1000	201	431200	350		101000
32	06/20/20		15.80		2220	16	460100	311		101000
33	06/20/20		195.53		2220	16	460100	347		101000
34	06/20/20		231.00*		2220	16	460100	360		101000
35	06/20/20		1,018.91		2220	16	460100	382		101000
36	06/20/20		191.78		2510	107	430220	220		101000
38	06/20/20		48.54		2510	107	430220	230		101000
39	06/20/20		37.34*		2510	107	430220	350		101000
42	06/20/20		1,859.35		2510	107	430220	363		101000
48	06/20/20		48.19		2520	108	430220	220		101000
49	06/20/20		12.14		2520	108	430220	230		101000
50	06/20/20		9.34		2520	108	430220	350		101000
51	06/20/20		464.84*		2520	108	430220	363		101000
58	06/20/20		5.30		2850	105	420140	311		101000
59	06/20/20		15.56		2935	11	460461	350		101000
60	06/20/20		248.91*		2985	15	450330	220		101004
61	06/20/20		330.00*		2985	15	450330	311		101004
62	06/20/20		9.99*		2985	15	450340	220		101000
63	06/20/20		350.00*		2985	15	450340	334		101000
64	06/20/20		36.84		5210	22	430530	210		101000
65	06/20/20		81.49		5210	22	430530	226		101000
66	06/20/20		883.48		5210	22	430530	230		101000
67	06/20/20		12.56		5210	22	430530	231		101000
68	06/20/20		66.13*		5210	22	430530	350		101000
69	06/20/20		41.17		5210	22	430530	360		101000
71	06/20/20		237.36		5210	22	430530	363		101000
72	06/20/20		1,871.46		5210	23	430550	214		101000
73	06/20/20		268.57		5210	23	430550	220		101000
74	06/20/20		321.47*		5210	23	430550	226		101000
75	06/20/20		1,641.19		5210	23	430550	230		101000
76	06/20/20		261.65		5210	23	430550	235		102270
77	06/20/20		204.00*		5210	23	430550	334		101000
79	06/20/20		84.21		5210	23	430550	350		101000
80	06/20/20		519.08*		5210	23	430550	363		101000
81	06/20/20		15.93		5210	23	430550	400		101000
82	06/20/20		37.66*		5210	25	430510	220		101000
83	06/20/20		15.56		5210	25	430510	350		101000
84	06/20/20		36.85		5210	80	430540	210		101000
87	06/20/20		404.29		5210	80	430540	220		101000
88	06/20/20		150.31		5210	80	430540	222		101000
89	06/20/20		81.49		5210	80	430540	226		101000

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90	06/20/20	22.97*			5210 80 430540	230		101000	
91	06/20/20	8.15			5210 80 430540	311		101000	
92	06/20/20	41.16			5210 80 430540	360		101000	
93	06/20/20	37.66			5310 29 430610	220		101000	
94	06/20/20	15.56			5310 29 430610	350		101000	
95	06/20/20	7.33			5310 31 430630	210		101000	
96	06/20/20	94.99			5310 31 430630	214		101000	
99	06/20/20	321.95			5310 31 430630	220		101000	
100	06/20/20	181.48			5310 31 430630	226		101000	
101	06/20/20	84.21			5310 31 430630	350		101000	
102	06/20/20	519.08*			5310 31 430630	363		101000	
103	06/20/20	28.91			5310 31 430630	400		101000	
104	06/20/20	126.84			5310 32 430690	230		101000	
110	06/20/20	15.72			5310 33 430640	210		101000	
111	06/20/20	166.64			5310 33 430640	220		101000	
112	06/20/20	430.00			5310 33 430640	222		101000	
113	06/20/20	440.11			5310 33 430640	230		101000	
114	06/20/20	47.28			5310 33 430640	231		101000	
115	06/20/20	66.13			5310 33 430640	350		101000	
116	06/20/20	179.25			5310 33 430640	360		101000	
117	06/20/20	101.14			5310 33 430640	363		101000	
118	06/20/20	6.60*			5510 10 420730	214		101000	
119	06/20/20	5.13			5510 10 420730	220		101000	
120	06/20/20	585.38*			5510 10 420730	222		101000	
121	06/20/20	29.01			5510 10 420730	345		101000	
124	06/20/20	15.94*			5610 87 430300	210		101000	
125	06/20/20	155.55*			5610 87 430300	230		101000	
126	06/20/20	134.14			5610 87 430300	345		101000	
130	06/20/20	261.83			6040 910 430220	210		101000	
132971	-99782C 4187 MOFI	1,162.96							
1	RLF190018 06/05/20 Fire Training Center Paymen	558.28			1000 7 490500	654		101000	
2		604.68*			1000 7 490500	655		101000	
132972	83029S 4076 EXPRESS LAUNDRY, LLC COMMERCIAL	790.48							
1	City Hall Rugs	36.50*			1000 8 411230	220		101000	
2	City Hall Rugs	79.98*			2510 107 430220	226		101000	
3		20.00*			2520 108 430220	226		101000	
4	Shop	20.50			6040 910 430220	220		101000	
5	WWTP	15.00			5310 33 430640	360		101000	
6	WWTP	19.50			5210 22 430530	360		101000	
7	PD	27.00*			1000 5 420140	360		101000	
8	Library	572.00*			2220 16 460100	360		101000	

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132974	-99780E 1970 MONTANA DAKOTA UTILITIES	35,476.94							
1	GAS/ELECTRIC ~ FD	326.71*			1000 7 420460	341		101000	
2	GAS/ELECTRIC ~ FD	40.54			1000 7 420460	344		101000	
3	GAS/ELECTRIC ~ City Hall	410.32			1000 8 411230	341		101000	
4	GAS/ELECTRIC ~ City Hall	49.24			1000 8 411230	344		101000	
5	GAS/ELECTRIC ~ Parks	669.25			1000 13 460433	341		101000	
6	GAS/ELECTRIC ~ Parks	90.02			1000 13 460433	344		101000	
7	GAS/ELECTRIC ~ Bath House	374.62*			1000 14 460445	341		101000	
8	GAS/ELECTRIC ~ Animal Shelter	48.59*			1000 21 440600	341		101000	
9	GAS/ELECTRIC ~ Animal Shelter	27.37			1000 21 440600	344		101000	
10	GAS/ELECTRIC ~ Library	397.15			2220 16 460100	341		101000	
11	GAS/ELECTRIC ~ Library	36.92			2220 16 460100	344		101000	
14	GAS/ELECTRIC ~ District 165	4,374.52			2400 46 430263	341		101000	
15	GAS/ELECTRIC ~ Rental Fee	8,836.60			2400 46 430263	533		101000	
16	GAS/ELECTRIC ~ District 167	617.26			2420 48 430263	341		101000	
17	GAS/ELECTRIC ~ Rental Fee	1,054.80			2420 48 430263	533		101000	
18	GAS/ELECTRIC ~ District 171	181.46*			2430 49 430263	341		101000	
19	GAS/ELECTRIC ~ District 172	1,631.41			2440 50 430263	341		101000	
20	GAS/ELECTRIC ~ District 202	128.05			2470 72 430263	341		101000	
21	GAS/ELECTRIC ~ Rental Fee	325.90			2470 72 430263	533		101000	
22	GAS/ELECTRIC ~ District 173	141.21*			2480 47 430263	341		101000	
23	GAS/ELECTRIC ~ Sewer Lift	118.33*			2510 107 430220	341		101000	
28	GAS/ELECTRIC ~ Water Plant	4,852.60			5210 22 430530	341		101000	
30	GAS/ELECTRIC ~ Water Plant	90.69			5210 22 430530	344		101000	
31	GAS/ELECTRIC ~ Fish & Game	15.48			5210 23 430550	341		101000	
32	GAS/ELECTRIC ~ Fish & Game	7.27			5210 23 430550	344		101000	
33	GAS/ELECTRIC ~ Fish & Game	15.48			5310 31 430630	341		101000	
34	GAS/ELECTRIC ~ Fish & Game	7.27			5310 31 430630	344		101000	
35	GAS/ELECTRIC ~ Sewer Lift	1,854.87*			5310 32 430690	341		101000	
36	GAS/ELECTRIC ~ Sewer Lift	78.88			5310 32 430690	344		101000	
38	GAS/ELECTRIC ~ Ambulance	160.92*			5510 10 420730	341		101000	
39	GAS/ELECTRIC ~ Ambulance	19.97			5510 10 420730	344		101000	
42	GAS/ELECTRIC ~ Shop	421.21*			6040 910 430220	341		101000	
43	GAS/ELECTRIC ~ Shop	25.61			6040 910 430220	344		101000	
44	FISH & GAME ~ ELECTRIC	24.77*			2510 107 430220	341		101000	
45	FISH & GAME ~ ELECTRIC	11.64			2510 107 430220	344		101000	
46	FISH & GAME ~ ELECTRIC	6.19			2520 108 430220	341		101000	
47	FISH & GAME ~ ELECTRIC	2.90			2520 108 430220	344		101000	
50	Airport Electric	858.99*			5610 87 430300	341		101000	
51	Airport Gas	126.80*			5610 87 430300	344		101000	
54	N Daly Sewer Treatment Plant	7,015.13			5310 33 430640	341		101000	

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132975	83057S	395 VA MONTANA HEALTHCARE SYSTEM	3,115.83					
1	436K00AFVS	07/01/20 July Rent ~ MCPD	3,115.83*		27581	1000 5 420140	530	101000
132976	83058S	872 EASTERN MONTANA IND	325.00					
1	435078	06/30/20 Library Cleaning Contract	325.00*		27388	2220 16 460100	360	101000
132977	83059S	700 CUSTER COUNTY WATER & SEWER	15,309.33					
1	06312020	06/30/20 CCWSD Water/Sewer Collection	15,309.33			7980 211020		101000
132978	83060S	4034 STEVE RICE	75.00					
1	QTR 2	06/30/20 Police Commission	75.00*			1000 5 420140	350	101000
132979	83061S	4031 ED CURNAN	75.00					
1	QTR 2	06/30/20 Police Commission	75.00*			1000 5 420140	350	101000
132980	83034S	371 GENERAL DISTRIBUTING CO.	63.66					
1	00879962	05/31/20 Medical on Account # 47473	10.85*		27769	5510 10 420730	222	101000
2	00883004	06/05/20 O2 on Account # 47473	52.81*		27774	5510 10 420730	222	101000
132981	83062S	4233 BLAYNE WATTS	75.00					
1	QTR 2	Police Commission Quarterly Pa	75.00*			1000 5 420140	350	101000
132982	-99778C	2166 MUNICIPAL CODE CORP	275.00					
1	343677	06/02/20 Administrative Support Fee	275.00		27851	1000 3 410500	350	101000
132983	83031S	2471 POSTMASTER	274.00					
1	PO Box 910	06/03/20 PO Box Rental	91.34		27850	1000 3 410500	220	101000
2			91.33*			5210 25 430510	220	101000
3			91.33			5310 29 430610	220	101000
132984	83063S	4224 SPEAK WRITE	60.66					
1	60de6912	06/01/20 Transcription	60.66*		27672	1000 5 420160	350	101000
132985	83032S	4062 SCL HEALTH ~ Supplies	434.16					
1	10164	05/31/20 Supplies	434.16*		27772	5510 10 420730	222	101000
132986	83033S	2580 REYNOLDS WAREHOUSE GROCERY	36.52					
1	02-1232463	05/30/20 Cleaning Supplies	24.47		27773	1000 7 420460	220	101000
2	Account #	2322247	12.05			5510 10 420730	220	101000

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132987	83064S	1235 HCL EQUIPMENT INC	2,359.00					
1	10-09969	05/19/20 Unit 74	2,359.00		27902	5310 33 430640	230	101000
132988	83065S	2560 REGAN PLUMBING & HEATING	382.12					
1	220-11536	05/22/20 Riverside Park ~ Faucet	257.90		27742	1000 13 460433	350	101000
2	220-11671	06/19/20 Denton Field ~ Leaking Toile	124.22		28054	1000 13 460433	350	101000
132989	83066S	1120 GLADER ELECTRIC CO	414.29					
1	89996	05/13/20 Waste Water ~ Heater Repair	316.56		27743	5210 23 430550	230	101000
2	89943	05/04/20 Wibaux Frog Pool ~ Pool Room	97.73		27743	1000 13 460433	350	101000
132990	83134S	800 DOEDEN CONSTRUCTION	1,909.26					
1	56946	05/04/20 South 5th & Mississippi	267.00		27820	5310 31 430630	220	101000
2	56991	06/02/20 Atlantic & 9th	267.00		27828	5210 23 430550	350	101000
3	57150	06/22/20 Pleasant & N Strevell	130.58			5310 31 430630	350	101000
4	86044	06/10/20 Carbon Hill Oversized Rock	110.57			5210 23 430550	350	101000
5	57012	06/04/20 S Montana & Tompy	414.38*		28061	2510 107 430234	350	101000
6	57097	06/15/20 S Montana & Tompy	400.98*			2510 107 430234	350	101000
9	57046	06/09/20 S Montana & Tompy	318.75*		28067	2510 107 430234	350	101000
132991	83068S	4211 MJC & MCCA	70.00					
1	July-June	06/04/20 Clerk Dues 20/21	70.00		27027	1000 6 410300	334	101000
132992	83069S	4218 CUSTER COUNTY TRANSIT	41.00					
1	06042020	06/04/20 May Volunteer Rides	17.00		27482	2985 15 450330	379	101004
2	06302020	07/01/20 June Volunteer Rides	24.00		27490	2985 15 450330	379	101004
132994	83030S	2831 MILES CITY STAR PUBLISHING	1,760.98					
1	224838	05/01/20 City of Miles City	152.00		27955	1000 3 410500	330	101000
2	224948	05/08/20	152.00			5210 25 430510	330	101000
3	225083	05/15/20	152.00			5310 29 430610	330	101000
4	224932	05/07/20 FW/UTL	55.25*		27744	5210 23 430550	331	101000
5			55.25*			2510 107 430220	331	101000
6	225046	05/13/20	546.00		27273	5210 22 430530	330	101000
7			546.00			5210 80 430540	330	101000
8	224864	05/05/20	51.24		27744	2394 18 420531	331	101000
9	225098	05/19/20	51.24			2394 18 420531	331	101000
132995	83040S	4009 PITNEY BOWES RESERVE ACCOUNT	1,000.00					
1	06/09/20	Postage Refill	1,000.00			1000 3 410500	311	101000

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132996	-99779C 4050 US BANK - SPA LOCKBOX CM9695	395,359.20							
1	96CTLR2 05/19/20 CARBON HILL PRINCIPAL	8,000.00			5210 23 490200	618		102312	
2	96CTLR2 05/19/20 INTEREST	4,950.00			5210 23 490200	632		102312	
3	9CTLAR0 05/19/20 CARBON HILL PRINCIPAL	33,000.00			5210 23 490200	616		102312	
4	9CTLAR0 05/19/20 INTEREST	23,460.00			5210 23 490200	638		102312	
5	9999FD992 05/19/20 WWTP PHASE I PRINCIPAL	35,000.00			5310 29 490200	608		102316	
6	9999FD992 05/19/20 INTEREST	15,690.00			5310 29 490200	626		102316	
7	96CTLS0 05/19/20 NORTHEAST WTR LN PRINCIPAL	8,000.00			5210 23 490200	617		102313	
8	96CTLS0 05/19/20 INTEREST	4,950.00			5210 23 490200	631		102313	
9	97CTLW9 05/19/20 NORTHEAST WTR LN PRINCIPAL	34,000.00			5210 23 490200	615		102313	
10	97CTLW9 05/19/20 INTEREST	24,105.00			5210 23 490200	634		102313	
11	9CTLLQ0 05/19/20 NORTHEAST WTR LN PRINCIPAL	8,000.00			5210 23 490200	611		102315	
12	9CTLLQ0 05/19/20 INTEREST	637.50			5210 23 490200	622		102315	
13	9999JD972 05/19/20 WWTP PHASE II PRINCIPAL	133,000.00*			5310 29 490200	619		102317	
14	9999JD972 05/19/20 INTEREST (SRF-17398)	62,566.70			5310 29 490200	639		102317	
132997	83070S 237 CPI COLLECTION PROFESSIONALS INC	296.17							
1	Apr/May 20 05/31/20 Water/Sewer Collections 51	144.88			5210 25 430510	350		101000	
2		144.89			5310 29 430610	350		101000	
3	June 2020 06/30/20 Water/Sewer Collections 512	3.20			5210 25 430510	350		101000	
4		3.20			5310 29 430610	350		101000	
132998	83071S 999999 CHERYL SMUTT	764.69							
1	19-0678 06/15/20 Ambulance Refund	764.69			5510 342026			101000	
132999	83072S 4171 FERGUSON WATERWORKS #1701	4,230.86							
1	747213 06/03/20 Water Meter Radio	166.99		27831	5210 23 430550	214		101000	
2	746904 06/03/20 Water Meters	324.29			5210 23 430550	214		101000	
3	747802 06/11/20 C509 Gate VLV 2-10" Macro Coup	2,065.73		27832	5210 23 430550	230		101000	
4	748305 06/11/20 C509 Gate VLV & COID DI PVC Re	500.55			5210 23 430550	230		101000	
5	748305-1 06/29/20 Macro Coupler 4.40-5.60	423.30		27839	5210 23 430550	230		101000	
6	749029 06/29/20 Hymax Grip Red	750.00			5210 23 430550	230		101000	
133000	83073S 999999 CARL RAYMOND	203.00							
1	1180C16708 06/02/20 Vaccine Reimbursement	101.50		27830	5210 23 430550	350		101000	
2		101.50			5310 31 430630	350		101000	
133001	83074S 660 CUSTER COUNTY CLERK & RECORDER	13,595.25							
1	Health2020 06/12/20 Health Inspection ~ 50%	13,595.25		27853	2270 37 440140	350		101000	

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133002	83035S	979 FIREMANS COMPANY	661.65					
1	12084	04/15/20 2020 Annual Extinguisher Servi	661.65*		1134	5610 87 430300	230	101000
133003	83075S	353 BIG SKY ELEVATOR SERVICE LLC	400.00					
1	3984	06/08/20 Annual Maintenance	200.00		27277	5210 22 430530	360	101000
2			200.00			5210 80 430540	360	101000
133004	83076S	1638 ENVIRO-CLEAN INTERMOUNTAIN LLC	7,814.43					
1	20-7337	06/11/20 Unit 30	226.71*		27904	5210 23 430550	363	101000
2			226.71*			5310 31 430630	363	101000
3			362.73			2510 107 430220	363	101000
4			90.68*			2520 108 430220	363	101000
5	20-7281	04/08/20 Unit 30 ~ Vac Truck	2,597.85*		27249	5210 23 430550	363	101000
6			2,597.85*			5310 31 430630	363	101000
7			1,385.52			2510 107 430220	363	101000
8			346.38*			2520 108 430220	363	101000
9	20-7352C	06/30/20 Stop Payment Fee (Credit)	-20.00*		27249	5210 23 430550	363	101000
133005	83036S	870 EAST MAIN ANIMAL CLINIC	114.20					
1	stmt5520	05/31/20 Vet Fees for Shelter Animals	114.20*		27571	1000 21 440600	350	101000
133006	83077S	2151 Morrison-Maierle System	1,379.00					
1	37461	06/04/20 Sonicwall,Modem,Connect Issues	529.25*		27569	1000 5 420140	350	101000
2	37491	06/15/20 Dispatch Network Maintenance	93.75		27683	2850 105 420140	350	101000
3	37559	06/29/20 Annual Anti-Virus Fee	756.00		27681	2850 105 420140	350	101000
133007	83037S	2847 STEADMANS ACE HARDWARE	6.87					
1	419605	05/27/20 Hardware	6.87*		1130	5610 87 430300	230	101000
133008	83078S	4162 CROSS PETROLEUM SERVICE	166.00					
1	64312	06/08/20 Aviation Oil	166.00*		1131	5610 87 430300	250	101000
133009	83079S	999999 LARRY DONNELLY	52.02					
1	CDL Renew	06/08/20 CDL Reimbursement	41.62		27747	2510 107 430220	380	101000
2			10.40			2520 108 430220	380	101000
133010	83047S	4253 DOUBLE J CONSTRUCTION	2,271.40					
1	06062020	06/06/20 Tompy & S Custer ~ ADA Curbi	2,271.40*		27746	2510 107 430220	350	101000

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133011	83038S 4249 ARCHITECTURAL SPECIALTIES, LLC	26,338.00							
	Job #20-468								
1	12987 06/08/20 70'X18' Hangar Door (Balance)	26,338.00*		1133	5610 87 430320	360		101000	
133012	83080S 4013 SOLESTONE REIMB SERVICES	3,647.48							
1	11305 06/11/20 May Billing	3,647.48*		27777	5510 10 420730	350		101000	
133013	83081S 4142 CORE & MAIN	2,801.01							
1	M383156 06/15/20 Grip Rings	1,928.54		27833	5210 23 430550	230		101000	
2	M540176 06/19/20 Grip Rings	195.76		27838	5210 23 430550	230		101000	
3	M592213 06/30/20 Macro	676.71		27846	5210 23 430550	230		101000	
133014	83082S 267 HAYNES ENTERPRISES	6,027.93							
1	4427 06/22/20 ADA #6 & Gutter	2,808.99*		28051	2510 107 430234	350		101000	
2	4428 06/22/20 612 S Merriam ~ Sidewalk	3,218.94*		28051	2510 107 430235	230		101000	
133015	83083S 790 DPC INDUSTRIES	1,689.00							
1	DE72000126 05/31/20 Demurrage	1,649.00		27276	5210 80 430540	222		101000	
2	727000090- 06/02/20 2000# chlorine	40.00		27276	5310 33 430640	222		101000	
133016	-99781C 2570 REGAL AVIATION INSURANCE	4,875.00							
1	00026688 06/15/20 Annual Premium 20/21 Aviatio	4,875.00*		1135	5610 87 430300	513		101000	
133017	83039S 1407 KLJ ENGINEERING LLC	24,000.00							
1	10138050 05/26/20 Des Serv & AGIS for 018-2019	13,000.00*		1129	5610 87 430300	944		101000	
2	10138045 05/26/20 Des Serv & AGIS for 018-2019	11,000.00*		1129	5610 87 430300	944		101000	
133018	83042S 4260 OVERDRIVE, INC	2,573.57							
1	MTLIB2GO 06/01/20 INV# CD0152620163882	2,573.57		27383	2220 16 460100	350		101000	
133019	-99777C 501 CHEM SEARCH	227.50							
1	3952391 05/12/20 Fleet Wash Program	91.00		27910	2510 107 430220	222		101000	
2		22.75			2520 108 430220	222		101000	
3		56.87			5210 23 430550	222		101000	
4		56.88			5310 31 430630	222		101000	
133020	83084S 999999 TAYLOR SCHELL	16.00							
1	Totes Oil 06/11/20 Meal Reimbursement ~ Billin	16.00		27908	6040 910 430220	370		101000	

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133021	83085S 999999	TROY ASK	16.00					
1	Totes Oil	06/11/20 Meal Reimbursement ~ Billin	16.00		27908	6040 910 430220	370	101000
133022	83086S 1426	KIWI PETES TREE SERVICE	2,000.00					
1	927148	06/01/20 Grind & Poison Stumps	2,000.00*		27745	2510 107 430220	350	101000
133023	83087S 504	Cintas	209.60					
1	5017356672	06/15/20 Medical Box Refill	88.65		27572	1000 5 420140	220	101000
2	5017356673	06/15/20 Masks & Hand Sanitizer	120.95		27679	2850 105 420140	210	101000
133024	83088S 1859	MLEA	1,500.00					
1	20139	06/18/20 Basic Academy ~ Murphy	1,500.00		27575	1000 5 420140	380	101000
133025	-99776C 4003	SHI INTERNATIONAL CORP	406.03					
1	B11888530	06/19/20 Acrobat Professional Licens	406.03*		27578	1000 5 420140	350	101000
133026	83089S 329	WATCHGUARD VIDEO	144.00					
1	SRORD22696	06/03/20 Repair Video System ~ Car	144.00*		27577	1000 5 420140	350	101000
133027	83090S 2537	RDO EQUIPMENT CO	826.39					
1	P6256612	05/29/20 Unit 39	565.37		26498	2510 107 430220	230	101000
2			141.34			2520 108 430220	230	101000
3	P6230612	05/21/20 Unit 38	95.74		27911	2510 107 430220	230	101000
4			23.94			2520 108 430220	230	101000
133028	83091S 999999	RYAN KETCHUM	91.50					
1	Billings	06/15/20 Meal Reimbursement ~ K-9 Tra	91.50*		27574	1000 5 420140	370	101000
133029	83043S 2865	DEPT OF ENVIRONMENTAL QUALITY	2,000.00					
1	2020	06/17/20 Airport ~ General Permit	2,000.00*		1136	5610 87 430300	350	101000
133030	83092S 902	ENERGY LABORATORIES INC	977.00					
1	318018	06/04/20 Bacti's ~ WTP	110.00		27278	5210 80 430540	352	101000
2	319329	06/10/20 Toc's & Flouride ~ WTP	91.00			5210 80 430540	352	101000
3	319502	06/11/20 Ammonia & Nitrogen ~ WWTP	42.00			5310 33 430640	352	101000
4	321502	06/19/20 Bacti's ~ WTP	110.00			5210 80 430540	352	101000
5	321617	06/19/20 THM's & HAA's ~ WTP	624.00			5210 80 430540	352	101000
133031	-99775C 4010	FELT, MARTIN, FRAZIER & WELDON,	641.25					
1	1808	06/18/20 Labor Issues	641.25		27856	1000 3 411101	350	101000

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133032	83093S	979 FIREMANS COMPANY	203.15					
1	12324	06/18/20 Fire Extinguisher Covers	38.00*		1137	5610 87 430300	230	101000
2	12276	06/02/20 Annual Service ~ Library	165.15*		27385	2220 16 460100	360	101000
133033	83045S	523 CITY SERVICE, INC.	15,138.25					
1	0434899	06/19/20 5003 Gallons AV Gas 100LL	15,138.25		1138	5610 87 430300	237	101000
133034	83094S	4151 ELEANOR P LAVINE	400.00					
1	10410	06/13/20 Police Psych Testing	200.00*		27579	1000 5 420140	350	101000
2	10411	06/25/20 Police Psych Testing	200.00*		27587	1000 5 420140	350	101000
133035	83095S	313 FASTENAL	79.92					
1	MTMIE78904	04/20/20 5/8" X 13.5" OAL	79.92		27912	2510 107 430220	363	101000
133036	83096S	1407 KLJ ENGINEERING LLC	74,272.72					
1	10139201	06/22/20 Stormwater/Slough	6,341.25		28002	1000 201 431200	350	101000
2			5,559.55*			2510 107 430235	350	101000
3			781.70			2520 108 430235	350	101000
4	10139202	06/22/20 GR/Public Inv/Outreach	162.60		28002	1000 201 431200	350	101000
5	10139203	06/22/20 Program Management/Misc	665.59		28002	1000 201 431200	350	101000
6	10139192	06/22/20 Darling Addition Phase II En	4,179.75*		27835	2510 107 430236	350	101000
7			3,134.81			5210 23 430550	940	101000
8			1,044.94			5310 31 430630	940	101000
9		Darling Addition Phase III Eng	20,286.53*			2510 107 430236	350	101000
10			15,214.91			5210 23 430550	940	101000
11			5,071.63			5310 31 430630	940	101000
12	10138613	06/10/20 GIS Analyst	329.46		27680	2850 105 420140	350	101000
13	10139308	06/23/20 Des. Serv & AGIS 018-2019	6,000.00*		1145	5610 87 430300	944	101000
14	10139306	06/23/20	5,500.00*			5610 87 430300	944	101000
133037	-99774C	485 CENTURY COMPANIES, INC.	44,384.55					
1	15018	06/29/20 Commercial Plant	27,307.64		28058	2510 107 430233	230	101000
2			6,826.91			2520 108 430233	350	101000
3			5,125.00			5210 23 430550	230	101000
4			5,125.00			5310 31 430630	230	101000
133038	83097S	4115 RUSSELL INDUSTRIES INC	9,925.42					
1	140454-00	03/24/20 Keen 2HP Pumps	9,925.42		27198	5310 32 430690	230	101000

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133039	83098S	4000 AG PARTNERS. LLC	2,460.37					
1	206159	06/18/20 Parks Equipment & Supplies	1,340.37		28057	1000 13 460433	222	101000
2	06/08/20	Pool Supplies	1,120.00*			1000 14 460445	222	101000
133040	83099S	429 BNSF RAILWAY COMPANY	5,608.68					
1	40213448	06/12/20 Temp Truck Route	4,486.94*		28056	2510 107 430220	532	101000
2			1,121.74			2520 108 430220	532	101000
133041	83100S	4228 BROWN LAW FIRM, PC	849.00					
1	147577	03/31/20 S.G. Litigation	782.00		27859	1000 3 411101	350	101000
2	147908	04/30/20 S.G. Litigation	67.00			1000 3 411101	350	101000
133042	83101S	999999 BCBS OF MT	69.73					
1	19-1379	06/29/20 Ambulance Refund	69.73			5510 342026		101000
133043	83102S	999999 BCBS OF MT	1,978.95					
1	20-0173	06/29/20 Ambulance Refund	1,978.95			5510 342026		101000
133044	83103S	2580 REYNOLDS WAREHOUSE GROCERY	68.41					
1	2322247	06/25/20 Cleaning Supplies	45.83		27781	1000 7 420460	220	101000
2			22.58			5510 10 420730	220	101000
133045	83104S	4261 P.U.L.S.E.	375.00					
1	20200605	06/05/20 Lifepak - (Used w/ batteries	375.00*		27780	5510 10 420730	214	101000
133046	83105S	3229 ROLLING RUBBER / POINT S	648.00					
1	1046837	06/26/20 Tires for 2016 Ford Explorer	648.00		27580	1000 5 420140	230	101000
133047	83106S	4045 LAND SOLUTIONS, INC.	2,115.00					
1	LS062020	06/29/20 Torez Motocross / L&L	2,115.00		27608	1000 36 411020	350	101000
133048	83107S	1896 HAWKINS, INC	909.20					
1	4738870	06/19/20 Flouride	909.20		27279	5210 80 430540	222	101000
133049	83108S	999999 KELSEY MARMON	150.00					
1	06/30/20	Water Deposit Refund	150.00			5210 214010		101000
133050	83109S	999999 NICOLE FISHER	21.96					
1	06/30/20	Water Deposit Refund	21.96			5210 214010		101000

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133051	83110S 999999	ANTHONY SMITH	28.26					
1	06/30/20	Water Deposit Refund	28.26			5210 214010		101000
133052	83111S 999999	MADISSEN HILL	98.93					
1	06/30/20	Water Deposit Refund	98.93			5210 214010		101000
133053	83112S 999999	MICHAEL WALSH	47.86					
1	06/30/20	Water Deposit Refund	47.86			5210 214010		101000
133054	83113S 999999	LONDON POLKOW	98.93					
1	06/30/20	Water Deposit Refund	98.93			5210 214010		101000
133055	83114S 999999	ALEXANDER DUSATKO	55.72					
1	06/30/20	Water Deposit Refund	55.72			5210 214010		101000
133056	83115S 999999	KIMBERLY BAKER	98.93					
1	06/30/20	Water Deposit Refund	98.93			5210 214010		101000
133057	83116S 999999	ALFRED OLSON	9.99					
1	06/30/20	DAV Driver Meals ~ June 2020	9.99		27486	2985 15 450330	379	101004
133058	83117S 999999	BETTY VAIL	193.48					
1	Annual tra 06/30/20	In-town travel from 7/19-6	193.48		27485	2985 15 450330	370	101004
133059	83118S 999999	SCOTT DENSON	42.31					
1	06/30/20	DAV Driver Meals	42.31		27489	2985 15 450330	379	101004
133090	83119S 2830	STAR PRINTING & SUPPLY	3,295.50					
1	282142 06/17/20	Supplies	881.76*		27494	2985 15 450340	220	101000
2			2,413.74*			2985 15 450330	220	101004
133091	83120S 4263	WINN-MARION BARBER, LLC	12,093.00					
1	3279507 06/30/20	Industrial Gateway, Antenna,	2,933.76		27843	5310 32 430690	214	101000
2		License and Installation for	1,067.24			5310 32 430690	360	101000
3		Bautelle Lift Station	1,000.00			5310 32 430690	369	101000
4	1353930 06/30/20	Same	2,348.00		27842	5210 22 430530	214	101000
5			4,744.00			5310 32 430690	214	101000
133092	83121S 763	DIAMOND J CONSTRUCTION	433,548.60					
1	PayApp2 06/29/20	Darling Addition Phase III Co	185,335.64		27844	5210 23 430550	940	101000
2			2,045.59			5310 31 430630	940	101000
3			71,876.37*			2510 107 430236	230	101000
4			89,800.00*			2821 95 430235	935	101000
5			84,491.00*			2820 34 521204	820	101000

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133093	83122S	771 DEPT OF REVENUE	4,379.28					
1	PayApp2	06/29/20 Diamond J Construction PayApp	1,872.08		27845	5210 23 430550	940	101000
2		1% MT Gross Receipt Tax	20.66			5310 31 430630	940	101000
3			2,486.54*			2510 107 430236	230	101000
133094	83123S	1780 MILES CITY MOTOR SUPPLY	10.38					
1	811880	06/25/20 ATF and Power Steering Fluid	10.38		1142	5610 87 430300	363	101000
133095	83124S	4134 FICKLER OIL COMPANY, INC	1,443.30					
1	67252	07/08/20 All Departments	577.32		27915	2510 107 430220	231	101000
2			144.33			2520 108 430220	231	101000
3			360.82			5210 23 430550	231	101000
4			360.83			5310 31 430630	231	101000
133096	83125S	284 AQUA-PURE	2,557.50					
1	MCWMT2002	06/29/20 AF 4355	2,557.50		27281	5210 80 430540	222	101000
133097	83126S	371 GENERAL DISTRIBUTING CO.	10.50					
1	890600	06/30/20 O2	10.50*		27782	5510 10 420730	222	101000
133099	83127S	4189 L.N. CURTIS AND SONS	1,285.00					
1	401139	06/29/20 Helmets, Hoods, & Shrouds	1,285.00		27784	1000 7 420460	226	101000
133100	83128S	4265 PACIFIC WEST MEDICAL	1,570.55					
1	206147	06/25/20 ETCO2 & Facemasks	1,570.55*		27783	5510 10 420730	222	101000
133101	83129S	523 CITY SERVICE, INC.	3,586.89					
1	0436715	06/26/20 2000 Gallons AV Jet-A	3,586.89		1141	5610 87 430300	237	101000
133102	83130S	498 CENTURY LINK	1,941.84					
1	406896217	06/21/20 9-1-1 Phone System	1,941.84		27684	2850 105 420140	345	101000
133104	83140S	2847 STEADMANS ACE HARDWARE	343.86					
1	420753	06/03/20 Electrical Hardware	343.86*		1146	5610 87 430300	230	101000
133105	83141S	1407 KLJ ENGINEERING LLC	29,986.99					
1	10139502	07/07/20 Darling Addtn Phase II Engin	1,182.00*		28201	2510 107 430236	350	101000
2			945.60			5210 23 430550	940	101000
3			236.40			5310 31 430630	940	101000
4	10139502	07/07/20 Darling Addtn Phase III Engi	13,811.50*			2510 107 430236	350	101000
5			9,944.27			5210 23 430550	940	101000
6			3,867.22			5310 31 430630	940	101000

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133106	83142S	4136 WESTERN EMULSIONS INC.	3,400.00					
1	10-431609	06/12/20 Ton 10-431609	850.00		27748	2510 107 430233	230	101000
2	10-431610	06/12/20 Ton 10-431610	850.00			2510 107 430233	230	101000
3	10-434130	06/26/20 Ton 10-434130	1,700.00			2510 107 430233	230	101000
133107	83143S	4254 MC ELECTRIC, LLC	519.93					
1	2475	06/26/20 Wire Pressure Washer	129.98		28073	5210 23 430550	220	101000
2			129.98			5310 31 430630	220	101000
3			207.97			2510 107 430220	220	101000
4			52.00			2520 108 430220	220	101000
133108	83144S	4266 BIG SKY COMMUNICATIONS, INC	409.00					
1	80877	06/03/20 Plantronics Batteries	148.00		27686	2850 105 420140	210	101000
2	80876	06/03/20 Over the Head Monaural Mic	261.00			2850 105 420140	210	101000
133109	83145S	999999 KELI ANDERSON	60.00					
1		Rapid City 03/04/20 Meals for NDPTC Training i	60.00		27685	2850 105 420140	370	101000
133110	83146S	4063 THE CHEMNET CONSORTIUM INC.	118.00					
1	104627	07/09/20 Drug Screen Police Candidates	118.00*		27588	1000 5 420140	350	101000
133111	83147S	4236 STITCHING 4U, LLC	446.16					
1	11353	06/12/20 Life Guard Hoodies & Tanks	446.16		28065	1000 14 460445	226	101000
133112	83148S	999999 VICKI DRAPER	55.00					
1		refund 07/13/20 Park & Alcohol Variance Refund	55.00		28072	1000 346020		101000
133113	83152S	999999 WIEDEMAN ROOFING	250.00					
1	BP 8722	07/09/20 Building Permit 8722 Refund	153.00		28070	2394 323010		101000
2	BP 8721	07/15/20 Building Permit 8721 Refund	97.00		28070	2394 323010		101000
133114	83150S	1120 GLADER ELECTRIC CO	639.68					
1	89767	06/01/20 Install Relay	639.68		27283	5310 33 430640	360	101000
133115	83151S	4028 MISSOULA PUBLIC LIBRARY	1,578.31					
1	1020-0921	07/11/20 Heritage Quest & Ancestry R	1,578.31		27390	2220 16 460100	350	101000

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Total Electronic Claims 505,816.06 Total Non-Electronic Claims 829919.52