



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
City Council Chambers  
and online at zoom.us*

*December 14, 2021  
5:00 p.m.*

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

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

- |                                     |            |
|-------------------------------------|------------|
| A. Regular City Council Meeting     | 11/23/2021 |
| B. Public Service Committee Meeting | 11/24/2021 |
| C. Finance Committee Meeting        | 12/07/2021 |

### 2. SCHEDULE MEETINGS

### 3. REQUEST OF CITIZENS & PUBLIC COMMENT

### 4. APPOINTMENTS

Ward IV Council Member

### 5. PROCLAMATIONS

### 6. STAFF REPORTS

### 7. CITY COUNCIL COMMENTS

### 8. MAYOR COMMENTS

### 9. COMMITTEE RECOMMENDATIONS

**Finance Committee Recommends:**

1. **Accepting Intercap Loan and moving forward with purchase of ladder truck**
2. **Accepting I-State bid for 2022 Dump Truck at \$168,000**
3. **Approving Resolution 4444**
4. **Approving encroachment on Veterans Park to repair exterior wall**

### 10. BID OPENINGS

- Current Production Model Truck Mounted Sewer Jetter

### 11. BID AWARDS

- Current Production Model Dump Truck

### 12. PUBLIC HEARINGS

- A. **ORDINANCE NO. 1351 - AN ORDINANCE AMENDING SECTION 21-14(b)(7) OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY WITH RESPECT TO SUBDIVISION IMPROVEMENTS AGREEMENTS, BIDS, AND GUARANTEES.**

**13. UNFINISHED BUSINESS**

- A. **ORDINANCE NO. 1351 (*Second Reading*)- AN ORDINANCE AMENDING SECTION 21-14(b)(7) OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY WITH RESPECT TO SUBDIVISION IMPROVEMENTS AGREEMENTS, BIDS, AND GUARANTEES.**

**14. NEW BUSINESS**

- A. **FLOODPALIN VARIANCE REQUEST AT 1103 PHILLIPS**
- B. **RESOLUTION NO. 4443 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN ONIX NETWORKING GOVERNMENT CUSTOMER AGREEMENT WITH ONIX NETWORKING CORPORATION.**
- C. **RESOLUTION NO. 4444 - A RESOLUTION COMMITTING CERTAIN FUNDS FOR THE N. 7<sup>TH</sup>/MT59 WATER, SANITARY SEWER AND STORMWATER UTILITIES RECONSTRUCTION PROJECT.**
- D. **RESOLUTION NO. 4445 - A RESOLUTION APPROVING A PARK USE PERMIT FOR THE MILES CITY YOUTH BASEBALL ASSOCIATION AUTHORIZING USE OF CONNORS, JAYCEE, AND TEDESCO FIELDS**
- E. **RESOLUTION NO. 4446 - A RESOLUTION OF THE CITY OF MILES CITY APPROVING A TASK ORDER WITH KADRMAS, LEE & JACKSON, INC. RELATED TO THE MILES CITY FLOOD PROTECTION PROJECT**
- F. **APPROVAL OF NOVEMBER CLAIMS**

**15. ADJOURNMENT**

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

# Minutes

**REGULAR COUNCIL MEETING November 23, 2021  
6:00 p.m.**

**CALL TO ORDER**

The Regular Council meeting was held Tuesday, November 23, 2021, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Ken Gardner, Elizabeth Patten, Rick Huber, and Kathy Wilcox Stacy Broell.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Public Utilities Director Tom Speelmon, HR Officer Linda Wilkins and Deputy City Clerk/Minute Recorder Jody Kinsey.

**PLEDGE OF ALLEGIANCE**

Mayor Hollowell led the Council in the Pledge of Allegiance.

**APPROVAL OF COUNCIL & COMMITTEE MINUTES**

**City Council Minutes: 11/09/2021**

\*\* *Councilperson Patten moved to ammend the minutes of the Regular Council Meeting of November 9th, 2021, seconded by Councilperson Gardner.*

\*\* *Councilperson Gardner motioned to approve the minutes of the Regular Council Meeting with the submitted changes, seconded by Councilperson Patten. The motion **passed** by unanimous consent, 5-0.*

**Special City Council Minutes: 11/11/2021**

\*\* *Councilperson Huber moved to approve the minutes of the Special Council Meeting of November 11, 2021, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 5-0.*

**Public Safety Committee Minutes: 11/04/2021**

\*\* *Councilperson Patten moved to approve the minutes of the Public Safety Meeting of November 4, 2021, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 5-0.*

**SCHEDULE MEETINGS**

*The following meetings will be held in the City Hall Conference Room:*  
Human Resources Committee                      12/09/2021      @4:15pm

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

None

## **APPOINTMENTS**

None

## **PROCLAMATIONS**

None

## **STAFF REPORTS**

Director Gray wanted to thank Keep Miles City Beautiful for cleaning under the bleachers at the football field. Director Speelmon said the Utilities Department is done with sewer lines for the year. All that is not completed are Montana street and the Bender Park area. They have started clean up of the trees around the new Police Department building.

## **CITY COUNCIL COMMENTS**

Councilperson Huber wanted to thank the Street Department for cleaning up the leaves. He and Councilperson Patten attended the South Eastern Montana Development Corporation Meeting. There was a good turnout. Councilperson Patten gave good information on the City's budget. We have many large employers in town but they are not taxable. Firehouse Subs has grants available; Councilperson Huber brought a pamphlet with information. The hockey program was discussed. They bring in more money than the Bucking Horse Sale each year. The planning grant affects other funding we are able to get throughout the year.

Councilperson Wilcox wanted to thank everyone, from staff, and Council for doing such a great job. It has been a challenging year and everyone has done a great job.

Councilperson Patten gave an update on the new police building. She said flooring is there now they are working through the holiday. Some of the construction crew had covid so they are trying to stay caught up. December 4<sup>th</sup> and 5<sup>th</sup> the professional cleaners will be coming in to finish up the project. December 2<sup>nd</sup> is the final walk-through. Move in day is scheduled for December 6<sup>th</sup>. There is still a positive amount in the contingency. The sign will be going up next week. She attended the City/County planning meeting. They are trying to budget ambulance costs. The truck route signs will be changing in the next couple of weeks. She asked to be excused from the December 14<sup>th</sup> meeting.

\*\* *Councilperson Wilcox motioned to change the meeting from 6:00pm to 5:00pm to accommodate everyone. Councilperson Patten seconded the motion and it passed unanimously 5-0.*

## **MAYOR COMMENTS**

None

## **COMMITTEE RECOMMENDATIONS**

None

## **BID OPENINGS**

Current Production Model Dump Truck

Tri-State entered a bid of \$176,780 and could have it finished in 450 days.  
I-State entered a bid of \$168,000 and could have it finished in 265-365 days.

\*\* *Councilperson Wilcox moved to refer to Finance, seconded by Council person Broell. The motion passed unanimously 5-0.*

### **BID AWARDS**

None

### **PUBLIC HEARINGS**

None

### **UNFINISHED BUSINESS**

None

### **NEW BUSINESS**

A. **ORDINANCE NO. 1351 –(First Reading) AN ORDINANCE AMENDING SECTION 21-14(b)(7) OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY WITH RESPECT TO SUBDIVISION IMPROVEMENTS AGREEMENTS, BIDS, AND GUARANTEES.**

\*\* *Councilperson Wilcox moved to approve the Ordinance, read by title only and seconded by Councilperson Huber. \* On roll call vote, the motion passed by unanimous consent, 5-0.*

B. **RESOLUTION NO. 4442 – A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE MILES CITY POLICE DEPARTMENT LOCAL NO. 283-B UNION.**

\*\* *Councilperson Gardner moved to approve the Resolution, read by title only and seconded by Councilperson Huber. \* On roll call vote, the motion passed by unanimous consent, 5-0. Resolution 4442 Passed*

### **ADJOURNMENT**

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

The meeting was adjourned at 7:01p.m.

**John Hollowell, Mayor**

**Jody Kinsey, Deputy City Clerk**

**PUBLIC SERVICE COMMITTEE MEETING**  
**November 24th, 2021**

The Public Service Committee met November 24th in the City Hall Conference Room, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Present were Committee Members, Dwayne Andrews, Kathy Wilcox, Ken Gardner, and Rick Huber.

Also present was Deputy City Clerk/Recorder Jody Kinsey.

Chairperson Andrews opened the meeting

**1. Request of Citizens**

**-None-**

**2. Committee Member Comments**

**-None-**

**3. Request to Abandon City Easement on Private Property at 918 Bridge Street**

Jeff Williams (1611 Tompy) is the owner of the property at 918 Bridge. He is requesting that the easement on the property be abandoned so that he can put an addition on his property. He explained that the front of the building and the North side are the only parking areas so he can't expand in that direction. The city has an eighty foot right of way on Bridge street. Behind the building is on the property line for the other lot he owns. If he were to expand that way it could affect any future sale of the properties. The only way to expand the building would be to the south where the easement currently is. He would like to expand his building ten feet, which would give him five hundred square feet of additional floorspace.

*\*\* Committee Member Wilcox moved to recommend approving abandoning the easement, seconded by Committee Member Gardner. Committee Member Andrews called for a roll call vote. **Vote passed unanimously 4-0.***

**4. Adjournment**

*\*\* Committee Member Wilcox moved to adjourn the meeting, seconded by Committee Member Andrews. **Motion passed, 4-0.***

*The meeting was adjourned at 9:15am.*

---

Dwayne Andrews, Chairperson

---

Jody Kinsey, Recorder

## Finance Committee Meeting

November 7, 2021

The Finance Committee met Monday, November 7, 2021 at 6:00 p.m. in the City Hall Conference room. Present were Committee Chair Stacy Broell and Committee Members Roxanna Brush and Elizabeth Patten. Committee Member Brant Kassner was not present.

Also present were Fire Chief Branden Stevens, Captain Jake Richards, Public Utilities Director Tom Speelmon, Public Works Director Scott Gray, and City Clerk/Recorder Mary Rowe.

Chairperson Broell called the meeting to order.

### 1. Requests of Citizens and Public Comment

None

### 2. Discussion and Recommendation Regarding Apparatus Truck and Equipment

Chief Stevens explained that the \$321,000 was approved through an InterCap loan at a term of seven years, but this amount can be adjusted if need be. The amount was determined by ladder truck status (used) and annual payment amount previously discussed. He gave the Committee a budget handout showing a breakdown of additional costs that may arise with the purchase of the truck.

Clerk Rowe stated that she was inquiring if the presented costs could be included in the overall loan amount, but had not received an answer yet.

**\*\*** *Committee Member Patten moved to accept the InterCap loan and move forward with the purchase of the ladder truck, seconded by Committee Member Brush and **passed unanimously, 3-0.***

### 3. Discussion and Recommendation of 2022 Dump Truck Bid Acceptance

Director Gray stated that there were two bids received, Tri-State and I-State, they were less than \$1000 difference. I-State had an expected delivery of 9-12 months and Tri-State's was 12-16 months. He recommends I-State's bid of \$168,000 for the freightliner, which is a split cost between Public Utilities and Public Works.

**\*\*** *Committee Member Brush moved to recommend accepting I-State bid of \$168,000, seconded by Committee Member Patten and **passed unanimously, 3-0.***

### 4. Discussion and Recommendation on Resolution 4444

Director Speelmon explained that this Resolution corrects the first Resolution for the American Rescue Plan Act (ARPA) guaranteed match funds. The original Resolution stated 2.5 million dollars, but we were awarded 2 million dollars, so it is adjusted accordingly.

**\*\*** *Committee Member Patten moved to recommend approving Resolution 4444, seconded*



*by Committee Member Brush and passed unanimously, 3-0.*

**5. Approval to Re-Appropriate Funds and Purchase a Dump Box**

Director Speelmon said that the dump truck needs a new box, so Director Gray and himself have opted to remove other equipment from their budgets to purchase this instead. It will not increase the budget at all, just re-appropriate the money to different equipment.

*\*\* Committee Member Brush moved to approve the re-appropriation of funds to purchase a dump box, seconded by Committee Member Patten and passed unanimously, 3-0.*

**6. Discussion and Recommendation Regarding 12 Feet of Veterans Park**

Clerk Rowe stated that Blake Mollman had called earlier that day to request that the encroachment be reviewed at this point in time so that he may repair his wall as it is getting very cold and address the full twelve feet at a later date. She also noted that on the deed to the property it does not state that there was an intent for the property, but that she had not found the minutes from the Parks Advisory Committee from 1991 to review the creation of Veterans Park to date.

Director Gray said he has some of the Parks Advisory Committee Minutes and will get them to Clerk Rowe. He stated that the encroachment could be granted now for the requested repairs.

*\*\* Committee Member Patten moved to recommend approving encroachment on Veterans Park to repair exterior wall, seconded by Committee Member Brush and passed unanimously, 3-0.*

**7. Discussion of Revision of Business Licensing Ordinance**

All previous fees were discussed and narrowed. Director Speelmon said he would look into the water/sewer rates and make necessary adjustments. Clerk Rowe stated that she would have Attorney Rice draw up a draft Ordinance to include all areas discussed and present it to the Committee upon completion for review and revision.

**8. Adjournment**

*\*\* Committee Member Brush moved to adjourn the meeting, seconded by Committee Member Patten and passed unanimously, 3-0.*

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

---

**Stacy Broell, Committee Chair**

---

**Mary Rowe, Recorder**

12/04/2021

To Mayor Hollowell and Miles City Councilpersons,

Once again, I ask for your consideration in the open Ward IV position. I have four years' experience and a desire for our ward to have representation.

Thank you all for your patience while I finish up with my medical appointments. Unfortunately, my last surgery is scheduled for 12/13 and I will miss the 12/14 Council meeting.

Thank you,

A handwritten signature in purple ink that reads "Roxanna Brush". The signature is written in a cursive, flowing style.

Roxanna Brush

## ADVERTISEMENT FOR BID

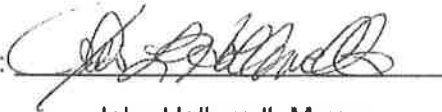
Sealed bids for the purchase of a **Current Production Model Truck Mounted Sewer Jetter** will be received by the City of Miles City at City Hall (first floor, City Hall), 17 S. 8<sup>th</sup> Street, Miles City, Montana 59301 until 5:00 p.m. local time on Tuesday, December 14, 2021 and then publicly opened and read aloud at the City Council Meeting held at 6:00 p.m.

The Contract Documents including specifications for this equipment may be obtained from the office of City Engineering and Operations or by calling 406-234-3493 (fax 406-234-6392).

Bid security in the amount of ten percent (10%) of the bid must accompany each bid in accordance with the Instruction to Bidders. No Bid may be withdrawn after the scheduled time for the public opening of Bids. Bids are to remain open for 30 days.

The City of Miles City has the right to award the Contract to the lowest, responsible, responsive bidder and reserves the right to reject any and all bids and to waive irregularities, as discussed in the Contract Documents.

Signed: \_\_\_\_\_



John Hollowell, Mayor  
City of Miles City  
Miles City, Montana 59301

First Publication: November 29, 2021

Second Publication: December 2, 2021

Third Publication: December 9, 2021

# Bids Received

**\*BID PROPOSAL\***

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein, and propose to furnish and deliver to the City of Miles City the apparatus listed below. The City of Miles City, at its sole discretion, purchase such apparatus.

DEALER NAME: Tri-State Truck + Equipment, Inc.  
ADDRESS: 5250 Midland Rd  
Billings, MT 59103  
PHONE: 406-245-3188

ONE (1) Current Production Model Dump Truck

BODY MAKE: Henderson MODEL: \_\_\_\_\_

CHASSIS MAKE: Volvo MODEL: VHD64B300

PURCHASE PRICE: @ \$ 176,780<sup>00</sup> TOTAL: \$ 176,780<sup>00</sup>

(In Words) One Hundred Seventy six thousand seven hundred eighty dollars

ESTIMATED DATE MACHINE WILL BE MADE AVAILABLE FOR DELIVERY  
450 DAYS AFTER RECEIPT OF ORDER.

**\* BIDDERS CERTIFICATION \***

WE HEREBY CERTIFY THAT THE FOREGOING IS A RESPONSIBLE BID. ANY VARIATIONS FROM THE SPECIFICATIONS ARE NOTED OR ATTACHED. COPIES OF MACHINE WARRANTY GUARANTEES ARE ATTACHED ALONG WITH THE REQUIRED BID BOND FOR THE NUMBER OF MACHINES BID.

DATED THIS 19 DAY OF November, 2021.

Tri-State Truck + Equipment, Inc.  
DEALER NAME

Art Logan  
REPRESENTATIVE SIGNATURE

**\*BID PROPOSAL\***

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein, and propose to furnish and deliver to the City of Miles City the apparatus listed below. The City of Miles City, at its sole discretion, purchase such apparatus.

DEALER NAME: Istate Truck Center  
ADDRESS: 4600 So. Frontage Road  
Billings, MT. 59101  
PHONE: 406-252-5121

ONE (1) Current Production Model Dump Truck

BODY MAKE: Henderson MODEL: 16FT MARKE CLASSIC

CHASSIS MAKE: Freightliner MODEL: 114SD

PURCHASE PRICE: @ \$ 168,000.<sup>00</sup> TOTAL: \$ 168,000.<sup>00</sup>

(In Words) one Hundred Sixty Eight Thousand Dollars. <sup>00</sup>/<sub>100</sub>

ESTIMATED DATE MACHINE WILL BE MADE AVAILABLE FOR DELIVERY  
265-365 DAYS AFTER RECEIPT OF ORDER.

**\* BIDDERS CERTIFICATION \***

WE HEREBY CERTIFY THAT THE FOREGOING IS A RESPONSIBLE BID. ANY VARIATIONS FROM THE SPECIFICATIONS ARE NOTED OR ATTACHED. COPIES OF MACHINE WARRANTY GUARANTEES ARE ATTACHED ALONG WITH THE REQUIRED BID BOND FOR THE NUMBER OF MACHINES BID.

DATED THIS 23 DAY OF November, 2021.

Istate Truck Center  
DEALER NAME

Jimmy May  
REPRESENTATIVE SIGNATURE

Public Hearing  
&  
Unfinished Business

**ORDINANCE NO. 1351**

**AN ORDINANCE AMENDING SECTION 21-14(b)(7) OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY WITH RESPECT TO SUBDIVISION IMPROVEMENTS AGREEMENTS, BIDS, AND GUARANTEES.**

WHEREAS, the City of Miles City's subdivision code governs the calculation of guarantee amounts and bid procedures related to subdivision improvement agreements; and

WHEREAS, the City of Miles City finds that in certain instances, the requirement of three bids as a basis for determining guarantee amounts are not practical or possible to obtain, and finds that alternatives for determining guarantee amounts in subdivision improvements agreements are in the best interests of the City of Miles City, to encourage growth and development, while protecting the taxpayers by ensuring that developers provide adequate guarantee for completion of subdivision improvements;

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

**Section 1.** Section 21-14(b)(7) is hereby amended to read as follows:

Sec. 21-14. - General procedures.

...

*(b) Final plats.*

...

*(7) Public improvements agreement, guaranty.* As a condition of approval of the final plat, the subdivider must have installed and certified all required improvements or have entered into a subdivision improvements agreement guaranteeing the construction and installation of all required improvements (MCA 76-3-507). The governing body may require 50 percent of all improvements or 100 percent of any improvements necessary to protect public health and safety to be completed before allowing bonding or other reasonable security for purposes of filing a final plat. The requirement is applicable to approved preliminary plats (MCA 76-3-507(4)). No construction or placement of structures on the lots may occur until improvements related to public health and safety, such as roads or firefighting facilities, have been installed and engineering plans have been filed. A model subdivision improvements agreement and alternative methods of guaranteeing public improvements, the procedures and requirements



for securing an agreement, and suggested conditions for maintenance are available from the subdivision administrator.

If the subdivider chooses to enter into a subdivision improvements agreement, guaranteeing the public improvements through a bond, letter of credit, or other financial guarantee, the basis for such guarantee amount shall be calculated based one of the following two options: Option 1: The subdivider shall obtain three bids for the cost of installation of the public improvements. The amount of the guarantee shall be calculated by multiplying 125 percent by the highest bid. Option 2: The subdivider shall obtain one bid from a contractor or contractors deemed responsible by the city, and which shall be reviewed and approved by the subdivision administrator, public works director, public utilities director, and city attorney. The amount of the guarantee shall be calculated by multiplying 150 percent of the approved bid.

As the public improvements are installed, the subdivider shall provide a letter to the governing body indicating such, and including a copy of the engineered plans certifying all public improvements have been installed in conformance with the approved plans and specifications. Upon the subdivider's request, along with required installation of improvements and appropriate certifications, the governing body shall reduce bond or security requirements commensurate with the completion of improvements. Prior to the release of the guarantee, a copy of the plans, stamped by the project surveyor or engineer in accordance with their licensing provisions, shall be filed in the county clerk and recorder's office with reference to the final subdivision plat.

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

Said Ordinance read and put on its passage this 23<sup>rd</sup> day of November, 2021.

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

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**FINALLY PASSED AND ADOPTED** this 14<sup>th</sup> day of December, 2021.

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

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

# New Business

**City of Miles City**  
**STAFF REPORT-Variance**  
**Paul Dyba-1103 Phillips**  
**Hearing date before council: December 14, 2021**

**VARIANCE DESCRIPTION:**

Applicant is seeking relief from Article 6, Section 12-52 Residential building, exception or additional requirements:

- (1) Elevation of the lowest floor. The lowest floor of the building including an attached garage or basement must be two feet or more above the base flood elevation; (ARM 36.15.701 (3)).

**BACKGROUND:**

**A. Owner/Applicant:**

**Current:** Paul Dyba  
1108 Phillips  
Miles City, MT 59301

**B. Location:**

The property is located at 1103 Phillips, Miles City, Montana and is legally described as in the Park Addition, Block 7, Lots 12-14.

**C. Existing Land Use:**

The current property is being used as Mobile Home-Residential and is zoned as MH-A on approximately 0.364 acres.

**D. Adjacent Land Uses:**

Properties in the neighborhood are all single-family homes and surround by Residential A and MH-A.

**REVIEW AND FINDINGS OF FACT**

Applicant is requesting the right to construct a new residence with attached garage. Proposed residence is approximately 0.75 miles from the current Yellowstone River levee and located within the Flood fringe, Zone AE

Base Flood Elevation (BFE):	2358.2 feet
Average Lowest Elevation of surrounding area	2356.35 feet
Lowest Floor of the proposed structure	2357.1 feet on attached garage 2360.2 for residence and mechanical

**CONFORMANCE TO REQUIREMENTS**

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

Lot size is approx. 0.364 acres which gives adequate room for the construction of the building which is the subject of this application. Topography is not an issue for the applicant. The primary issue is that the slope of the driveway will exceed what is allowable under building regulations, per the applicant. Applicant claims that by allowing the attached

garage to be built one foot below the BFE the driveway slope to be compliant with building regulations (ADA). This will go against Code of Federal Regulations (CFR), Administrative Rules of Montana (ARM) and local regulations.

**2. The hardship is peculiar to the property.**

There are multiple properties within the community allowed a variance for the attached garage due to the slope of the driveway being non-compliant with building regulations. Those structures were allowed to place the attached garage to BFE and nothing below BFE. Area is surround by pre-FIRM (structures built before 2010 maps took effect) which are all located below BFE.

**3. The applicant did not create the hardship.**

The applicant ordered a manufactured home before checking into any regulations that may affect the property. Applicant bought the property before the 2010 maps took affect but property has remained vacant with one shop on it for years.

**4. The hardship is not economic.**

This is not an economic hardship.

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

Granting this variance should not adversely affect the neighboring properties or the public since it would displace the same amount of water regardless of elevation.

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

This type of variance request has been granted in the past to build an attached garage to BFE. There has never been an application approved to allow applicant to build a residence with attached garage below the BFE.

**REVIEW CRITERIA**

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

Applicant is using multiple hardships to show cause. In the past, applications regarding the elderly, disabled or having another ailment have not received a variance as they were not seen as a good and sufficient cause. Although to stay compliant with building code regulations on the driveway applicants have been approved to place attached garage to BFE but never anything below. The residence and mechanical will all be compliant with local regulations and all located at BFE+2'.

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

The nature of the hardship in this instance is that the applicant would have to break building code or receive a variance from it. Allowing the slope be to great could cause extreme safety issues for property owner and safety personnel.

**3. Residential and nonresidential buildings are not in the Floodway except for alterations or substantial improvement to existing building. Residential dwellings including basement and attached garages do not have the lowest floor elevation below the Base Flood Elevation.**

Applicant is seeking to have an attached garage below the BFE.

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

Applicant stated that building (excluding the attached garage) will meet all requirements within this section.

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

By granting this variance the property owner will be allowed to build below the BFE which is something the community, in the past, has taken a stance against. This could cause issues with previous flood variance where this has been denied in the past regardless of any building code that might be in violation.

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

Applicant states that all laws expect for the one requested will be followed as per local Ordinance.

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

Applicant states the variance is the minimum necessary to afford relief and still be compliant. There may be other options, explained in staff recommendation, that could be reviewed instead.

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

There is limited area within the City to construct a residence. This is one of the few areas left that has land where construction of a residence is possible.

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

Applicant will follow all regulations. Even if not granted there will be no change on how the building will affect the BFE.

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

Yes, all other criteria will be meet within the Floodplain permit and local Ordinance.

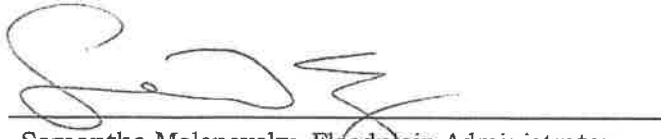
**STAFF RECOMMENDATION:**

**Deny** this variance is requested something that goes against local, state and federal regulations by wanting to build a residential structure (attached garage) below the BFE. Applications in the past have been denied when a request, that went against so many regulations, was made.

Applicant has stated that the reasoning behind wanting to build a foot below the BFE is that there is an existing structure on the property that they would like to have access to and by being able to build to this elevation they would not have to with any stairs as wife has Rheumatoid arthritis and cannot be up and down stairs easily. This is not a hardship on the applicant as they could slope any walkway put in a ramp or elevate the existing structure.

Applicant has not been able to prove that they would have to elevate a foot lower than BFE or they would be breaking building code. It is also not knowing if they would be breaking building code if they built to BFE or above. It is recommended to review this documentation before applicant was approved and at most allow to build to BFE.

Applicant will also need to ensure that all mechanical will be located at BFE+2'.



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

12-6-21

Date

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



# CITY OF MILES CITY

## FLOODPLAIN VARIANCE APPLICATION

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

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

Date of Application: 11-19-21 Receipt: 73728

### Section A: Owner Information

Applicant Name Paul Jr and Nancy L Dyba  
 Address 1108 Phillips Phone 406-234-2464  
 City Miles City State MT Zip 59301  
 Owner Name (if different from above) \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Section B: Property Information

Legal Description and/or address of property 1007/012 Twn/Range 08N-47E-28  
 Addition Park Block 7 Lot(s) 12 13 14  
 Geocode (if available) 1740-28-4-14-12-000 1103 Phillips  
 Name of Stream/water body at location of activity \_\_\_\_\_  
 The proposed development is in the \_\_\_ Floodway \_\_\_ Flood Fringe \_\_\_ Floodplain with no elevation  
 The Base Flood Elevation (BFE) at the project site is 2358.2 FF of Residence 2360.2  
 The lowest adjacent grade of the property is 2356.1  
 The lowest floor of the proposed structure is 2357.1 FF of Attached Garage only

### Section C: Basis of Variance Request

Cite the minimum development standard of the *Floodplain Hazard Management Regulations* from which a variance is sought Attached garage floor at BFE+2'

Explain how proposed development would vary from the provision of the *Floodplain Hazard Management Regulations* Set attached garage at one foot above grade and one foot below BFE.

**Section D: Application for Variance**

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

Worksheet completed and attached

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

[Signature]  
Applicant's Name

11-18-21 Date

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

**Section E: Affected Landowners**

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

See attached

**RECORD OF VARIANCE ACTIONS: TO BE COMPLETED BY FLOODPLAIN ADMINISTRATOR**

Variance Request submitted on \_\_\_\_\_ Fee Paid \$ 300.<sup>00</sup>

Public Notice Given \_\_\_\_\_ Variance Hearing held on \_\_\_\_\_

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





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

**CITY OF MILES CITY**

**APPLICATION WORKSHEET FOR VARIANCES TO THE FLOODPLAIN HAZARD MANAGEMENT REGULAITONS**

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

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

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

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

2. Are the surrounding properties pre-FIRM (built before 1983)?  YES  NO

3. Are the lowest floor of the pre-FIRM structures on the adjoining and contiguous lots below the base flood elevation?  YES  NO

4. Is the proposed work on a recognized historic structure? YES  NO

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

5. Is the proposed work the minimum necessary, considering the flood hazard, to afford relief?  
 Yes, attempting to meet building code as it pertains to driveway slope requirements and matching adjoining lots

6. Does the project show good and sufficient cause for the variance? Financial hardship is not a good and sufficient cause. Describe the exceptional hardship. Nancy has RA + is mobility affected. Earn retired disabled full + permanent with osteoarthritis.

7. Are basements and/or the lowest floor elevation of a residential structure below the Base Flood Elevation? NO

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

Yes

9. Describe your analysis or supporting information that the granting of this variance does not result in increased flood height to the existing insurable building, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with other existing local laws or ordinances. NEW CONST ON 3 LOTS

10. Describe how the structure is/ or will be adequately flood proofed. 8" CONCRETE WALL WITH REBAR 6" CONCRETE FLOOR 9 FLOOD GATES 8'X16"

11. Describe why reasonable alternative locations outside the Floodplain are not available or possible. WE BOUGHT THIS PROPERTY <sup>YEARS AGO</sup> TO BUILD A ONE LEVEL HOUSE IN OUR OLD AGE. NOW IS THE TIME, NANCY HAS RAIA AND I AM RETIRED. DISABLED

12. Describe the data or information that there is no danger to life and property by erosion damage or water that may be backed up or diverted by the obstruction or use. NO BODY OF WATER IS OBSTRUCTED.

13. Describe your supporting information that there will not be a danger of materials being swept onto other lands or the injury of others. WILL BE SECURELY ANCHORED AS PER BLDG. CODE. HOME WILL FOLLOW ALL LOCAL STANDARDS.

14. Describe how the construction or alteration of the obstruction or use in such a manner is designed as to lessen the danger. RAISING THE GARAGE FLOOR ONE FOOT ABOVE EXISTING GROUND REDUCES THE DANGER, COMPARED TO BUILDING AT GRADE

15. Describe the permanence of the obstruction or use. PERMANENT HOUSE + GARAGE

16. Describe the impacts of the obstruction or use affect the anticipated development in the foreseeable future of the surrounding area. NONE SEEN FOR FORESEEABLE FUTURE

17. Describe if the failure to comply with the Floodplain regulations results in an exceptional hardship to the applicant. *Nancy and I need to be able to drive into East end Garage of house & have ~~access~~ access to Residence via ramp & steps.*

18. Describe how the granting of a variance does not adversely affect existing properties or structures. *actually the variance would make the drive way more acceptable to the neighbors*

19. Describe the estimated cost and damage of the proposed facility and its contents to flood damage and the effect of such damage on the owner. *\$200,000.00*

20. Describe the importance of the services to be provided by the facility to the community. *Community development*

21. Describe the public services, including fire and rescue that may or may not be provided during various flood events. *All public services would be required during a flood event. Entire residential area is surrounded by floodplain*

22. If this facility is located on the waterfront, describe the necessity for that location. *No not located on any waterfront*

23. Describe the safety and access of emergency vehicles to the property during times of various flood events. *would be enhanced in most cases*



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

AGENCY USE ONLY: Application # 121021 Date Received \_\_\_\_\_  
Date Accepted \_\_\_\_\_ / Initials \_\_\_\_\_ Date Forwarded to DFWP \_\_\_\_\_

This space is for all Department of Transportation and SPA 124 permits (government projects).

Project Name \_\_\_\_\_  
Control Number \_\_\_\_\_ Contract letting date \_\_\_\_\_  
MEPA/NEPA Compliance  Yes  No If yes, #14 of this application does not apply.

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

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

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

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

#### A. APPLICANT INFORMATION

NAME OF APPLICANT (person responsible for project): Paul Dyba Jr.  
Has the landowner consented to this project?  Yes  No  
Mailing Address: 1108 Phillips St  
Physical Address: same  
Day Phone: 234-2464 Evening Phone: same E-Mail: N/A

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

NAME OF CONTRACTOR/AGENT (if one is used): E Squared Const.  
Mailing Address: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Day Phone: 406 951 3782 Evening Phone: 232-2362 E-Mail: esquared@midriver.com

#### B. PROJECT SITE INFORMATION

NAME OF STREAM or WATER BODY at project location Yellowstone Nearest Town Miles City  
Address/Location: Park Ahd, Blk. 7, lots 12-14 Geocode (if available): 1417402841420000  
\_\_\_\_\_/4 \_\_\_\_/4 \_\_\_\_/4, Section 28, Township 08N, Range 47E County Custer  
Latitude 46.412884, Longitude -105.846137  
1103 Phillips

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

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

### C. PROJECT INFORMATION

1. TYPE OF PROJECT (check all that apply)

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

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

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

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

4. PROPOSED CONSTRUCTION DATE. Include a project timeline. Start date OCT 24, 21  
Finish date      /      /      Is any portion of the work already completed?  Yes  No  
(If yes, describe the completed work.)

water sewer

5. WHAT IS THE PURPOSE of the proposed project?

Personal Residence for Nancy & Paul Dyball  
on on level

6. PROVIDE A BRIEF DESCRIPTION of the proposed project.

house is bought, crawl space foundation  
and concrete foundation for an attached garage

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

3 lots level & flat with a 32x26 shop

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

Project is approx. 0.75 miles from nearest bank. No part of the project will encroach into or extend away from any water body.

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

3 lots w/ dirt & weeds

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

Cubic yards/Linear feet

Size and Type

Source

Concrete for foundation, fill (from crawlspace hole)

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

No equipment will be used along the or in the bank or water.

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

- Minimize erosion, sedimentation, or turbidity?

The project is located approx. 0.75 miles away from any water body. No impact to turbidity, erosion, and/or sedimentation.

- Minimize stream channel alterations?

The project is located approx. 0.75 from any stream channels  
No impact.

- Minimize effects to stream flow or water quality caused by materials used or removal of ground cover?

The project is located approx. 0.75 miles from any stream  
No impact.

- Minimize effects on fish and aquatic habitat?

The project is located approx. 0.75 miles from any stream.  
No effect on fish or aquatic habitat

- Minimize risks of flooding or erosion problems upstream and downstream?

Project is approx. 0.75 miles from any stream.  
No risk

- Minimize vegetation disturbance, protect existing vegetation, and control weeds?

Project is approx. 0.75 miles from any stream.  
No disturbance

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

None

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

None

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

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

1. Will the project involve placement of dredged (excavated) and/or fill material below the ordinary high water mark, in a wetland, or other waters of the US? If yes, what is the surface area to be filled? How many cubic yards of fill material will be used? Note: Wetland delineations are required if wetlands are affected.
2. Description of avoidance, mitigation, and compensation (see Information for Applicant). Attach additional sheets if necessary.
3. List the names and address of landowners adjacent to the project site. This includes properties adjacent to and across from the project site. (Some floodplain communities require certified adjoining landowner lists).

See attached

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

Building Permit

5. Floodplain Map Number 3007C06610

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

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

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

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

APPLICANT (Person responsible for project):  
Print Name: Paul Dyba Jr.  
Paul Dyba Jr. 10-10-21  
Signature of Applicant Date

LANDOWNER:  
Print Name: Paul Jr. & Nancy Dyba  
Paul Dyba Jr. 10-10-21  
Signature of Landowner Date

\*CONTRACTOR/AGENT:  
Print Name: \_\_\_\_\_

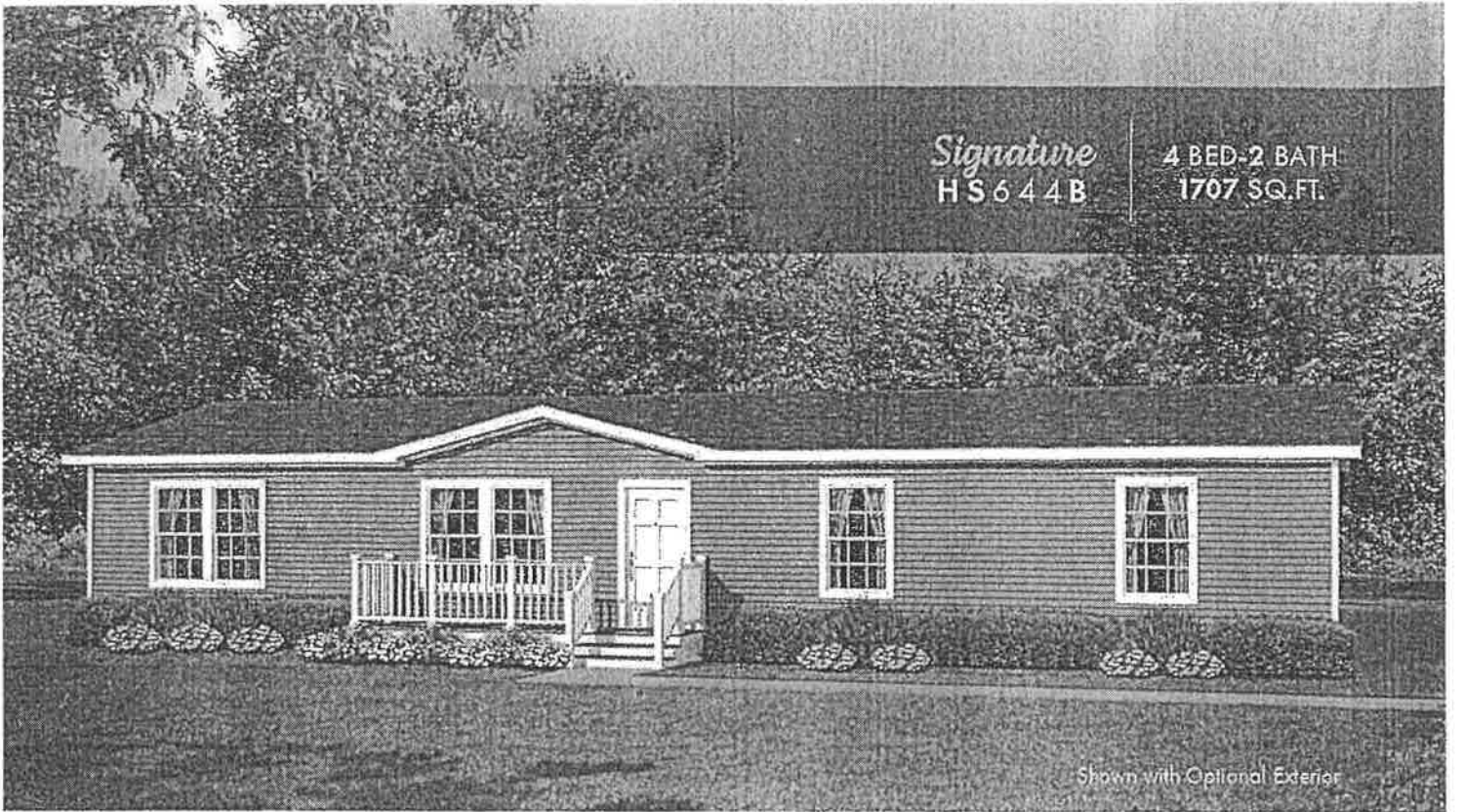
\_\_\_\_\_  
Signature of Contractor/Agent Date

\*Contact agency to determine if contractor signature is required.



Signature  
HS 644B

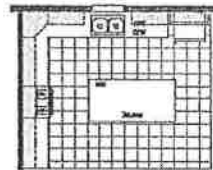
4 BED-2 BATH  
1707 SQ. FT.



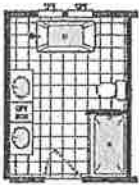
Shown with Optional Exterior



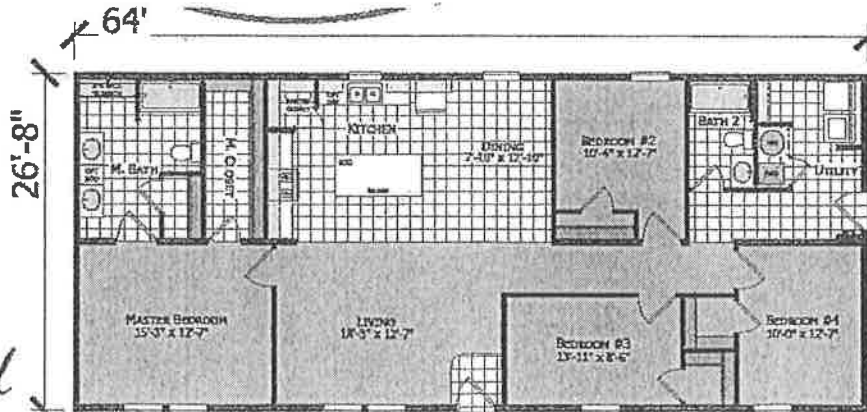
BATH #2



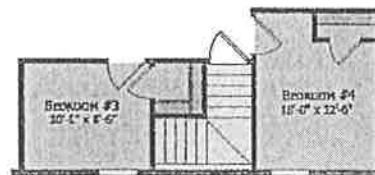
KITCHEN (CAB)



M. BATH #1



Shown as 28'. Also available as 32' wide home.



OPT. HND STAIRSHELL

131,995  
5000 Grant  
136,995



**RESOLUTION NO. 4443**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN ONIX NETWORKING GOVERNMENT CUSTOMER AGREEMENT WITH ONIX NETWORKING CORPORATION.**

*WHEREAS*, the City receives certain services from Google, serviced through Onix Networking Corporation (Onix), an Ohio corporation;

*AND WHEREAS*, Onix has provided a customer agreement for the City's consideration and approval;

*AND WHEREAS*, entering into said agreement is appropriate and in the best interest of the City of Miles City;

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

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

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14<sup>TH</sup> DAY OF DECEMBER, 2021.**

---

John Hollowell, Mayor

ATTEST:

---

Mary Rowe, City Clerk



## Amendment to Onix Networking Government Customer Agreement

This amendment ("Amendment") amends the Onix Networking Government Customer Agreement - Google Apps for Work entered into by and between Miles City, Montana ("Customer") and Onix Networking Corp. ("Onix"), with an effective date of February 29, 2016, as previously amended, (the "Agreement"), and is effective on the date signed by both parties ("Amendment Effective Date").

WHEREAS, Customer desires to renew its Google User Licenses for a new thirty-six month Term; and

NOW THEREFORE, Onix and Customer agree as follows:

1. **Definitions.** For purposes of this Amendment, unless otherwise defined herein, capitalized terms used herein shall have the same meanings set forth in the Agreement.
2. The following replaces Section 2 of the Agreement:
  2. **Google Workspace License.** Customer agrees to comply with the terms and conditions of the Google Cloud Master Agreement – Public Sector (Partner) at [https://static.carahsoft.com/concrete/files/8116/0381/3702/Master\\_Cloud\\_Workspace\\_TOS.pdf](https://static.carahsoft.com/concrete/files/8116/0381/3702/Master_Cloud_Workspace_TOS.pdf).
3. The following is added to Section 4 of the Agreement:
  - 4.1 **Renewal Term.** The Renewal Term of the Agreement shall be thirty-six (36) months beginning on December 7, 2021 ("Renewal Term"). Following the Renewal Term, the Agreement will automatically renew for consecutive terms of twelve (12) months at the then-current list price (each a subsequent "Renewal Term" and collectively known as the Term), unless terminated by written notice thirty (30) days prior to the end of the applicable Term.
4. The following replaces Section 5.1 of the Agreement:
  - 5.1 The Total User License Fees listed on Exhibit A below are binding and final as of the Amendment Effective Date. The Total User License Fees are non-refundable and non-cancellable for the Renewal Term.
5. The following replaces Section 5.2 of the Agreement:
  - 5.2 Fees are due thirty (30) days from the invoice date. All payments are due in U.S. dollars. Customer is responsible for any and all applicable U.S. taxes (other than Onix's income tax) associated with the Fees.
6. The following is added as Section 5.4 of the Agreement:
  - 5.4 The Fees for the Renewal Term, as listed below, shall be invoiced in three (3) annual billing periods in accordance with the dates in the supplement to Exhibit A. All User License Fees of the Renewal Term are final and binding as of the Amendment Effective Date, and shall be non-cancellable for the Renewal Term.
7. The following Onix Networking Services Schedule is added to supplement Exhibit A of the Agreement:

Exhibit A			
Onix Networking Services Schedule			
Date	December 6, 2021	Customer	Miles City, Montana
Billing Information		Customer Contact Information	
Name	MT - Miles City	Name	Mary Rowe
Address	PO Box 910	Address	
	Mile City, MT 59301		
Telephone		Telephone	
Email		Email	cityclerk@milescity-mt.org
Activation Email		Contract Term	36 months

Domain Name	milescity-mt.org	Onix Rep	Paty Alfaro
	Purchase Order #		
<b>User Licenses</b>			
Description	(Annual) Unit Price/License	# Users	(Annual) Total
<b>Billing Period 1: 12/07/2021 through 12/06/2022</b>			
Google Workspace Enterprise Plus (GAPPS-ENT-PLUS-1USER-12MO)	\$118.80	64	\$7,603.20
Billing Period 1: Amount invoiced on 12/07/2021: \$7,603.20			
<b>Billing Period 2: 12/07/2022 through 12/06/2023</b>			
Google Workspace Enterprise Plus (GAPPS-ENT-PLUS-1USER-12MO)	\$118.80	64	\$7,603.20
Billing Period 2: Amount invoiced on 12/07/2022: \$7,603.20			
<b>Billing Period 3: 12/07/2023 through 12/06/2024</b>			
Google Workspace Enterprise Plus (GAPPS-ENT-PLUS-1USER-12MO)	\$118.80	64	\$7,603.20
Billing Period 3: Amount invoiced on 12/07/2023: \$7,603.20			
Total User License Fees			<b>\$22,809.60</b>
<b>Billing Terms:</b>	Annual payments due Net 30 from invoice date		
<b>Notes:</b>	Total User License Fees for all Billing Periods are final and binding upon signature of the Amendment. If during the Renewal Term Customer adds additional User Licenses, Customer hereby agrees to pay Onix the pro-rata cost of the User License Fees for the additional User Licenses for the remainder of the Renewal Term for the number of additional User Licenses Customer requests.		

8. Miscellaneous. Except only as and to the extent expressly set forth in this Agreement, the terms and conditions of the Agreement shall be and remain unmodified and in full force and effect. This Amendment may be executed in one or more counterparts, including facsimile, PDF, or other electronic copies, which when taken together shall be considered one instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Customer: **Miles City, Montana**

**Onix Networking Corp.**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Timothy S. Needles

Title \_\_\_\_\_

Title \_\_\_\_\_

President / CEO

Date \_\_\_\_\_

Date \_\_\_\_\_

**RESOLUTION NO. 4444**

**A RESOLUTION COMMITTING CERTAIN FUNDS FOR THE N. 7<sup>TH</sup>/MT59 WATER, SANITARY SEWER AND STORMWATER UTILITIES RECONSTRUCTION PROJECT.**

*WHEREAS*, the City of Miles City has been awarded a grant through the American Recovery Plan Act (ARPA) and the grant requires certain matching funds; **AND**

*WHEREAS*, the City of Miles City desires to commit certain Funds to meet the matching funds requirements of said project grant;

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

1. The City of Miles City may utilize up to Two Million Two Hundred Eleven Thousand Four Hundred Seventy Eight no/100 Dollars (\$2,211,478.00) of the City of Miles City's Water Funds, and Seven Hundred One Thousand Five Hundred Seventy Two and no/100 dollars (\$701,572.00) of the City of Miles City's Sewer Fund, and Five Hundred Fifty Two Thousand Four Hundred Thirty Five and no/100 dollars (\$552,435.00) of the city of Miles City's Maintenance District 204 Funds toward the construction of the N. 7<sup>th</sup> / MT 59 Water, Sanitary Sewer and Stormwater Utilities Reconstruction Project.

2. The City Council of the City of Miles City will amend its budgets for the appropriate funds for FY 2021-2022, FY 2022-2023 and FY 2023-2024 if necessary, to appropriate such funds toward the payment of the construction of said project.

**SAID RESOLUTION PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14<sup>TH</sup> DAY OF DECEMBER, 2021.**

---

John Hollowell, Mayor

ATTEST:

---

Mary Rowe, City Clerk

**RESOLUTION NO. 4445**

**A RESOLUTION APPROVING A PARK USE PERMIT FOR THE MILES CITY YOUTH BASEBALL ASSOCIATION AUTHORIZING USE OF CONNORS, JAYCEE, AND TEDESCO FIELDS**

*WHEREAS*, the MILES CITY YOUTH BASEBALL ASSOCIATION, a Montana Nonprofit Corporation of Miles City, Montana, has requested renewal of a certain Park Use Permit allowing said organization to make use of Connors, Jaycee, and Tedesco fields, subject to the terms and conditions set forth in said Park Use Permit;

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

1. That the Park Use Permit between the City of Miles City and the Miles City Youth Baseball Association, attached hereto as Exhibit "A," and made a part hereof, is hereby approved by the City of Miles City.

2. 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 to 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 14<sup>TH</sup> DAY OF DECEMBER, 2021.**

---

John Hollowell, Mayor

ATTEST:

---

Mary Rowe, City Clerk

## ***PARK USE PERMIT***

**THIS AGREEMENT**, made and entered into this 14th day of December 2021, 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

**MILES CITY YOUTH BASEBALL ASSOCIATION**, a Montana Nonprofit Corporation 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 1<sup>st</sup> day of April 2022 and terminating the last day of August 2027. This permit shall be renewable for one five year period at the mutual consent of both parties to the permit.

The annual permit term shall be for a period of eight (5) months. The permit term shall commence one minute after midnight on the 1<sup>st</sup> day of April and shall terminate at midnight on the last day of August each year. Use schedules shall be reviewed and must be approved annually by the City prior to the commencement of the playing season.

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.** 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.

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 there from 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:

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

and to the Permittee at the following address:

Miles City Youth Baseball Assn.  
c/o Kyle Pryor  
Miles City, Montana 59301

If either party changes address 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.

Permittee warrants that it is a Montana nonprofit corporation. Permittee further warrants that it is authorized to do business in the State of Montana and is in good standing in the State of Montana. **Attached hereto is Permittees Certificate of Good Standing.**

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

CITY OF MILES CITY

By: \_\_\_\_\_  
Mayor

Miles City Youth Baseball Association:

By: \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT "A"**  
DESCRIPTION OF PERMITTED PREMISES

Connors Field (primary use field)  
Jaycee Field (primary use field)  
Tedesco (back up use field)  
Patch's Corner (MYCBA & MCC use only)

---

**EXHIBIT "B"**  
PERMIT FEES

Cash Fees:

The sum of 0.00 Dollars 0.00 payable, in advance, upon the execution of this permit.

Other Consideration:

None

---

**EXHIBIT "C"**  
PERMITTED USES OF PERMITTED PREMISES

During the term of the permit, Permittee shall use the permitted premises for the following uses: *Baseball practice, games, and baseball related fund raiser. All uses must be supervised by the league coaching staff.*

Specific Reserved Uses of City or it's Permittees: The City reserves the rights for maintenance activities associated with normal care of the facility.

The Outlaw Organization's will notify the City of Miles City and MYCBA by 1st of October of each fall with the requested 7 days for the CABA tournament the following summer. Outlaws will have access to the Mother's Booth Concession Stand during the tournament, MCYBA will inventory the products in the concession stand prior to the CABA tournament and again at the end of the tournament so products do not need to be removed from the concession stand. It is encouraged that an Outlaw representative be present during both inventories to participate in the inventory. Patch's Corner will not be available for use during the CABA tournament. If this tournament is delayed, due to inclement weather, past day 7 of the of scheduled week, all makeup games will be moved to Tedesco or Stanley Field.

It will be the responsibility of MYCBA to ensure that the playing surface and facility of Connor's field is in satisfactory condition for the Outlaw Organization CABA Tournament the scheduled week requested. It will also be the responsibility of the Outlaw Organization to ensure that the playing surface and facility of Connor's Field is returned to satisfactory condition after their scheduled week of the tournament.

Connors, Tedesco, and Jaycee Fields are shared facilities. All groups must respect the rights of other groups and must cooperate when conflicts arise

---

**EXHIBIT "D"**  
SCHEDULE OF EVENTS

The attached activity schedule or an approved annual schedule as described under Section 2 of this Park Permit is the Permittee's schedule of events during which it will utilize the permitted premises for the Permitted Uses.

See attached activity schedule.

**(Note: Times and dates of unscheduled activities shall be approved by the parks foreman prior to the activity.)**

---

**EXHIBIT "E"**  
UTILITIES

During the term of this Permit, Permittee shall pay the following utilities upon the permitted premises: *Electricity. Water and sewer are the responsibility of the City.*

*(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

Replace field lights that are burned out. Clean up after improvement projects. Responsible for sprinkler heads damaged by Permittee maintenance activities. Turface field material shall be used to maintain the infield playing surface, unless otherwise approved by the City through its Public Works Director. Daily maintenance, cleaning and supplies, of restrooms facilities. Use of ATV's to drag the infield is allowed. Any other use of ATV's on the field is strictly prohibited

**EXHIBIT "G"**  
**INSURANCE LIMITS**

<b>INSURANCE LIMITS</b>	
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.

Permitted uses specifically excludes non-turf motorized vehicles.



**RESOLUTION NO. 4446**

**A RESOLUTION OF THE CITY OF MILES CITY APPROVING A TASK ORDER WITH KADRMAS, LEE & JACKSON, INC. RELATED TO THE MILES CITY FLOOD PROTECTION PROJECT**

*WHEREAS*, The City of Miles City has retained the engineering services of Kadrmas, Lee & Jackson, Inc. (KLJ) to provide engineering services related to the Miles City Flood Protection Project – Yellowstone River Levee;

*AND WHEREAS*, the City wishes to approve a Task Order related to certain work to be provided by KLJ pertaining to said project;

*AND WHEREAS*, KLJ has provided the City with a written task order setting forth the duties and responsibilities of the parties;

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

1. “Task Order 2104-01778,” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document on behalf of the City of Miles City and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 14<sup>TH</sup> DAY OF DECEMBER, 2021.**

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

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

This is Task Order No. 2104-01778, consisting of 4 pages.

## Task Order

---

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated June 22, 2021 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order: December 15, 2021
- b. Owner: City of Miles City
- c. Engineer: KLJ Engineering LLC
- d. Specific Project (title): Miles City Flood Protection Project
- e. Specific Project (description): Miles City Flood Protection Project – Yellowstone River Levee

### 2. Services of Engineer

- A. Project Understanding: The attached Custer County Miles City (CCMC) Flood Protection document outlines the Engineer's current understanding of the project. The Owner has requested KLJ Engineering proceed with the Preliminary Design Phase of the levee which will be funded with American Rescue Plan Act (ARPA) funds which need to be spent by 2026.
- B. The purpose of this task order is to complete project management tasks required to develop a project scope, schedule, and budget for the Preliminary Design Phase.
- C. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
  - 1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, and site evaluations. Three in person meetings with the City of Miles City and the Engineer's Project manager are included in this Task Order.
  - 2. With input from the City, KLJ will develop and publish a stakeholders list.
  - 3. KLJ will complete a risk analysis to begin to identify possible issues.
- D. Other Services: Engineer shall also provide the following services: None
- E. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

**F. Deliverables:**

1. Project Task Order for Preliminary Design Phase
  - a. Project Scope
  - b. Project Budget
  - c. Project Schedule
2. Stakeholder List
3. Project Risk Analysis

**3. Additional Services**

A. Additional Services that may be authorized or necessary under this Task Order are:

1. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities.
2. Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement.

**5. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [1] .pdf copy of the Preliminary Design Phase Task Order	No later than March 1, 2022
Owner	Approve Preliminary Design Phase Task Order	March 15,2022

**6. Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Services of Engineer	\$56,284	Standard Hourly Rates

---

**Task Order Form**

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

<b>TOTAL COMPENSATION</b>	<b>\$56,284</b>	Standard Hourly Rates
2. Additional Services	(N/A)	Standard Hourly Rates

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order: N/A**

**8. Other Modifications to Agreement and Exhibits: N/A**

**9. Attachments: Custer County Miles City (CCMC) Flood Protection document**

**10. Other Documents Incorporated by Reference: FEMA Guidance for Flood Risk Analysis and Mapping Levees November 2019**

**11. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER: City of Miles City

ENGINEER: KLJ Engineering LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: John Hollowell

Print Name: Mark Anderson

Title: Mayor

Title: Senior Vice President, EPW

Firm's Certificate No. (if required): PEL-EF-LIC-37

State of: Montana

**Task Order Form**

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
 Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,  
 and American Society of Civil Engineers. All rights reserved.

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Scott Gray

Name: Matt Smith

Title: Public Works Director

Title: Area Manager

Address: PO Box 910  
Miles City, MT 59301

Address: 2611 Gabel Road  
Billings, MT 59102

E-Mail  
Address: sgray@milescity-mt.org

E-Mail  
Address: matt.smith@kljeng.com

Phone: (406) 234-3493

Phone: (406)247-2905

---

**Task Order Form**

**EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.**

## **Engineer's Services for Task Order**

---

### **PART 1—BASIC SERVICES**

#### *A1.01 Scoping Phase Services*

- A. As Basic Services, Engineer shall:
  - 1. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer.
- B. Engineer's services under the Scoping Phase will be considered complete on the date when Engineer has delivered to Owner the Preliminary Design Phase Task Order.

### **PART 2—ADDITIONAL SERVICES**

#### *A2.01 Additional Services Requiring an Amendment to Task Order*

- C. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
  - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
  - 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

---

**Exhibit A – Engineer's Services**

**EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.**

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

---

**Exhibit A – Engineer's Services**

**EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.**



27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
  28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
  29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
  30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- D. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
  6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

**EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 15, 2021.

## **Payments to Engineer for Services and Reimbursable Expenses**

---

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **ARTICLE 2 – OWNER'S RESPONSIBILITIES**

#### *C2.01 Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in this Task Order). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The following basis of compensation is used for services under this Task Order:
  - 1. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

#### *C2.02 Explanation of Compensation Methods*

##### *A. Standard Hourly Rates*

- 1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, Exhibit C and the specific Task Order.
- 2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
- 4. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
- 5. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

---

#### **Exhibit C – Payments to Engineer for Services and Reimbursable Expenses**

This document is a MODIFIED version of EJCDC® E-505, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

### C2.03 *Reimbursable Expenses*

- A. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.
- B. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.15.
- C. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

### ~~C2.04 *Serving as a Witness*~~

- ~~A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of [ ] times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.~~

### C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
  - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

---

#### **Exhibit C – Payments to Engineer for Services and Reimbursable Expenses**

This document is a MODIFIED version of EJCDC® E-505, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, Dated December 15, 2021.

### **Reimbursable Expenses Schedule**

---

A schedule of reimbursable expenses is not included. Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C and this specific Task Order. Reimbursement for expenses as of the date of the Agreement are at Engineer's cost.

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 22, 2021.

**Standard Hourly Rates Schedule**

Standard hourly rates are subject to review and adjustment per Exhibit C.

2021 KLJ Hourly Rates

KLJ Staff Type	Standard Rate	KLJ Staff Type	Standard Rate
Archaeologist Technician	\$79	Document Controls	\$160
Archaeologist I	\$83	CAD Technician I	\$90
Archaeologist II	\$96	CAD Technician II	\$101
Archaeologist III	\$123	CAD Technician III	\$137
Archaeologist IV	\$147	GIS Analyst I	\$97
Environmental Technician	\$76	GIS Analyst II	\$108
Environmental Planner I	\$90	GIS Analyst III	\$126
Environmental Planner II	\$102	GIS Analyst IV	\$177
Environmental Planner III	\$130	GIS Technician	\$79
Environmental Planner IV	\$170	Engineering Technician I	\$79
Paleontologist	\$123	Engineering Technician II	\$108
Paleontologist Technician	\$79	Engineering Technician III	\$144
EIT I	\$109	Engineering Technician IV	\$162
EIT II	\$119	Project Assistant I	\$72
Associate Engineer	\$130	Project Assistant II	\$102
Engineer	\$153	Contract Administrator	\$108
Senior Engineer	\$198	Project Controls Specialist I	\$126
Principal Engineer	\$221	Project Controls Specialist II	\$160
Associate Planner	\$101	Survey Tech	\$83
Planner	\$133	Crew Chief	\$98
Senior Planner	\$170	Senior Crew Chief	\$120
Principal Planner	\$204	LSIT	\$120
Associate Designer	\$108	Professional Land Surveyor	\$143
Designer	\$144	Principal Land Surveyor	\$187
Senior Designer	\$162	1 Person Survey Crew	\$187
Senior Technical Advisor	\$259	2 Person Survey Crew	\$244
Associate Project Manager	\$157	Associate ROW	\$92
Project Manager	\$201	ROW Agent	\$116
Senior Project Manager	\$259	ROW Professional	\$130
Hydrogeological Technician	\$108	Senior ROW Professional	\$157

Hydrogeologist	\$153	Pipeline Inspector	\$175
Government Relations Specialist I	\$109	Divisional Director	\$225
Government Relations Specialist II	\$123		
Government Relations Manager	\$164		

Reimbursable Expenses (if applicable)		
ATV, UTV, Snowmobile		Included in Hourly Rate
Survey Equipment		Included in Hourly Rate
CAD and GIS Work Station		Included in Hourly Rate
Postage and Routing Printing Cost		Included in Hourly Rate
Mileage		Included in Hourly Rate
Special Equipment/Software		Per Project Basis
Subsistence (Per Diem) - Lodging		Actual Cost
Subsistence (Per Diem) - Meals		Actual Cost

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 15,2021.

## **Limitations of Liability**

---

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

### **16.11.A Limitation of Engineer's Liability**

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.
  2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, the Task Order, or the Specific Project.
- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

---

#### **Exhibit I – Limitations of Liability**

**EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.**



This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 15, 2021.

**Amendment To Task Order No. 2104-01778-1**

---

**1. Background Data:**

- a. Effective Date of Task Order: December 15, 2021
- b. Owner: City of Miles City
- c. Engineer: KLJ Engineering LLC
- d. Specific Project: Custer County Miles City (CCMC) Flood Protection Project

**2. Description of Modifications**

*[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]*

- a. Engineer shall perform the following Additional Services: [ ]
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]
- e. The schedule for rendering services under this Task Order is modified as follows: [ ]
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

*[List other Attachments, if any]*

**3. Task Order Summary (Reference only)**

- a. Original Task Order amount: \$56,284
- b. Net change for prior amendments: \$0
- c. This amendment amount: \$[ ]
- d. Adjusted Task Order amount: \$[ ]

---

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

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

OWNER: City of Miles City

ENGINEER: KLJ Engineering LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# Claims

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 1 of 18  
Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
134991	84847S	2910 TONGUE RIVER ELECTRIC		668.73					
1	7687900	11/25/21 Southgate Lighting		525.00		29898	2450 51 430263	341	101000
2	1836700	11/25/21 Garfield 911		143.73		29898	2850 105 420140	341	101000
134992	-99618C	4019 WEX BANK		10,725.81					
1		11/02/21 FUEL		793.59		30022	1000 13 460433	231	101000
3		11/02/21 FUEL		2,121.43		30022	2510 107 430220	231	101000
4		11/02/21 FUEL		530.36		30022	2520 108 430220	231	101000
6		11/05/21 FUEL		117.47		29961	5210 22 430530	231	101000
7		11/05/21 FUEL		117.47		29961	5210 80 430540	231	101000
8		11/05/21 FUEL		117.47		29961	5310 33 430640	231	101000
9		11/05/21 FUEL		146.83		29961	5310 32 430690	231	101000
10		11/01/21 FUEL		595.94		29695	1000 7 420460	231	101000
11		11/01/21 FUEL		1,129.16		29695	5510 10 420730	231	101000
12		11/02/21 FUEL		2,599.22		30206	1000 5 420140	231	101000
15		11/05/21 FUEL		129.97		29961	5210 23 430550	231	101000
16		11/05/21 FUEL		129.96		29961	5310 31 430630	231	101000
17		11/02/21 FUEL		234.00		1349	5610 87 430300	231	101000
18		11/02/21 Goodsell		243.05		30022	2510 107 430220	231	101000
19		11/02/21		60.76		30022	2520 108 430220	231	101000
20		11/02/21 PUDS		829.57		30056	5210 23 430550	231	101000
21		11/02/21		829.56		30056	5310 31 430630	231	101000
134993	84848S	1535 LUCAS & TONN PC		100.00					
1		11/23/21 Westlaw ~ Professional Service		100.00*			1000 4 411100	350	101000
134994	84849S	2914 TOURISM BUSINESS IMPROVEMENT		15,230.00					
1		11/30/21 TBID ~ Monthly		15,230.00			7370 212500		101000
134995	84841S	394 BOSS INC		606.53					
1	423000	11/21/21 Finance		38.93		30302	1000 3 410500	220	101000
2	423000	11/21/21		38.92		30302	5210 25 430510	220	101000
3	423000	11/21/21		38.92		30302	5310 29 430610	220	101000
4		11/21/21 City Attorney		0.00		24433	1000 4 411100	220	101000
5	423441	11/21/21 Police		26.00		30204	1000 5 420140	220	101000
6	422259	11/21/21		69.99		30202	1000 5 420140	210	101000
7	425334	11/21/21		9.99		30213	1000 5 420140	210	101000
8	427088	11/21/21 Dispatch		315.99*		30213	1000 5 420160	214	101000
9	416983	11/21/21		67.79		29886	1000 5 420160	350	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 2 of 18  
Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
134996	84831S	2830 STAR PRINTING & SUPPLY	632.34					
5	292549	10/06/21 MCFIRE	62.26*		29693	1000 7 420460	214	101000
7	292787	10/20/21	18.80*		29686	1000 7 420460	214	101000
8	292549	10/06/21	39.80		29693	5510 10 420730	214	101000
9	292550	09/20/21	19.74		29670	1000 7 420460	220	101000
10	292550	09/20/21	12.62		29670	5510 10 420730	220	101000
11	292397	09/29/21 RSVP	258.00		29903	2985 15 450330	210	101004
12	MCLIBR	10/25/21 Library	150.10		29038	2220 16 460100	320	101000
14	CITYMC	10/06/21	5.00		30208	1000 5 420140	210	101000
15	292543	10/06/21	54.00		29903	2985 15 450330	210	101004
16	292787	10/20/21	12.02		29686	5510 10 420730	214	101000
134997	84838S	572 VERIZON WIRELESS	569.74					
1	11/07/21	MDT Fees	249.66		30212	1000 5 420140	220	101000
2	9892257165	11/04/21	320.08		30212	2850 105 420140	345	101000
134998	84828S	1721 MID RIVERS TELEPHONE CORP	4,196.85					
1		CITY COURT	121.16		29121	1000 6 410300	345	101000
3		LIBRARY	98.97		29039	2220 16 460100	345	101000
4			83.35		29039	2220 16 460100	347	101000
6		911 EMERGENCY	491.14		29890	2850 105 420140	345	101000
7		911 Emergency Line #2	267.68		29890	2850 105 420140	341	101000
8		RSVP	123.64		29904	2985 15 450330	345	101004
9		AIRPORT	57.52		1357	5610 87 430300	345	101000
10			143.95		1357	5610 87 430300	319	101000
11			10.60		1357	5610 87 430300	347	101000
12		MAYOR	75.24			1000 1 410200	345	101000
13		FINANCE	101.57			1000 3 410500	345	101000
14			8.70			1000 3 410500	347	101000
15		ATTORNEY	109.94			1000 4 411100	345	101000
16		POLICE	332.07			1000 5 420140	345	101000
17			57.86			1000 5 420140	347	101000
18		PD/DISPATCH	194.05			1000 5 420160	345	101000
19		FIRE	227.10			1000 7 420460	345	101000
20			50.69			1000 7 420460	347	101000
21		TREASURER	56.80			1000 9 410540	345	101000
22		PARK DEPT	75.60			1000 13 460433	345	101000
23			26.82			1000 13 460433	347	101000
24		ANIMAL CONTROL	74.25			1000 21 440600	345	101000
25		Animal Control	44.95			1000 21 440600	347	101000
26		PLANNING	41.83			1000 36 411020	345	101000
27		Flood	53.01			1000 201 431200	345	101000
28		BUILDING INSPECTION	79.06			2394 18 420531	345	101000
29		MMD #204	135.98			2510 107 430220	345	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 3 of 18  
Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30	MMD #205		78.10			2520 108 430220	345	101000
31	WATER PLANT		86.34			5210 22 430530	345	101000
32			22.82			5210 22 430530	347	101000
33	WATER LINES		133.77			5210 23 430550	345	101000
34			11.83			5210 23 430550	347	101000
35	WATER ADMIN		61.39			5210 25 430510	345	101000
36			1.04			5210 25 430510	347	101000
37	WASTE WATER ADMIN		61.38			5310 29 430610	345	101000
38			1.04			5310 29 430610	347	101000
39	SEWER LINES		133.78			5310 31 430630	345	101000
40			11.83			5310 31 430630	347	101000
41	WWTP		73.38			5310 33 430640	345	101000
42			44.95			5310 33 430640	347	101000
43	AMBULANCE		131.19			5510 10 420730	345	101000
44			24.96			5510 10 420730	347	101000
45	CITY SHOP		106.74			6040 910 430220	345	101000
46			26.92			6040 910 430220	347	101000
47	HISTORICAL PRESERVATION		0.00*			2935 11 460461	345	101000
48			0.03			2935 11 460461	347	101000
49	URBAN RENEWAL		41.34			2310 11 460462	345	101000
50			0.49			2310 11 460462	347	101000
134999	-99623C	1921 MONTANA MUNICIPAL INTERLOCAL	263.55					
1	11/01/21	November Retiree Premiums	263.55			1000 362022		101000
135000	84850S	498 CENTURY LINK	1,941.84					
1	11/21/21	9-1-1 Phone System	1,941.84		30402	2850 105 420140	345	101000
135001	84851S	4022 MARILYNN FORMAN	350.00					
1	11/19/21	November PD Cleaning	350.00		30223	1000 5 420140	350	101000
135002	84852S	3039 UTILITIES UNDERGROUND LOCATION	114.61					
1	11/30/21	11/30/21 November Locates	57.31		30071	5210 23 430550	220	101000
2	11/30/21	11/30/21	57.30*		30071	5310 31 430630	220	101000
135003	-99620E	373 MASTERCARD	33,682.92					
1	11/20/21		5.00			1000 3 410500	220	101000
2	11/20/21		119.16			1000 5 420140	210	101000
3	11/20/21		294.08			1000 5 420140	220	101000
4	11/20/21		312.00			1000 5 420140	227	101000
5	11/20/21		35.60			1000 5 420140	311	101000
6	11/20/21		22.85*			1000 5 420140	320	101000
7	11/20/21		850.09			1000 5 420140	366	101000
8	11/20/21		931.50			1000 5 420140	380	101000
9	11/20/21		210.89*			1000 5 420140	940	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 4 of 18  
Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
10	11/20/21		65.00			1000 5 420160	210	101000
13	11/20/21		160.04			1000 5 420160	345	101000
14	11/20/21		218.04			1000 5 420160	370	101000
15	11/20/21		15.55			1000 7 420460	210	101000
16	11/20/21		235.99			1000 7 420460	220	101000
17	11/20/21		325.35*			1000 7 420460	223	101000
18	11/20/21		4,089.80			1000 7 420460	226	101000
19	11/20/21		55.72			1000 7 420460	345	101000
20	11/20/21		39.99			1000 7 420460	364	101000
21	11/20/21		1,221.06			1000 13 460433	230	101000
22	11/20/21		85.81			1000 13 460433	350	101000
23	11/21/21		349.97			1000 13 460433	363	101000
24	11/20/21		107.39			1000 21 440600	220	101000
25	11/20/21		14.00			1000 36 411020	370	101000
26	11/20/21		163.19			2220 16 460100	311	101000
27	11/20/21		102.50*			2394 18 420531	380	101000
28	11/20/21		12.79			2510 107 430220	231	101000
30	11/20/21		180.00			2510 107 430220	334	101000
31	11/20/21		1,181.06			2510 107 430220	363	101000
34	11/20/21		3.20			2520 108 430220	231	101000
36	11/20/21		45.00			2520 108 430220	334	101000
37	11/20/21		484.37			2520 108 430220	363	101000
38	11/20/21		314.04*			2935 11 460461	370	101000
39	11/20/21		102.50			2935 11 460461	380	101000
40	11/20/21		5.82			2985 15 450351	220	101008
41	11/20/21		25.97			5210 22 430530	210	101000
42	11/20/21		41.35			5210 22 430530	220	101000
43	11/20/21		93.73			5210 22 430530	226	101000
44	11/20/21		134.97			5210 22 430530	230	101000
46	11/20/21		627.33			5210 22 430530	363	101000
47	11/20/21		17.98			5210 23 430550	210	101000
48	11/20/21		83.53			5210 23 430550	214	101000
49	11/20/21		634.48			5210 23 430550	220	101000
50	11/20/21		502.20			5210 23 430550	230	101000
51	11/20/21		1,347.51			5210 23 430550	235	102270
52	11/20/21		5.00			5210 25 430510	220	101000
53	11/20/21		25.97			5210 80 430540	210	101000
54	11/20/21		20.24			5210 80 430540	220	101000
55	11/20/21		302.14			5210 80 430540	222	101000
56	11/20/21		20.74			5210 80 430540	226	101000
57	11/20/21		729.97			5210 80 430540	230	101000
59	11/20/21		2.63			5210 80 430540	311	101000
60	11/20/21		4.99			5310 29 430610	220	101000
61	11/20/21		17.99			5310 31 430630	210	101000
62	11/20/21		1,806.10			5310 31 430630	214	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 5 of 18  
Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
63	11/20/21		802.84*			5310 31 430630	220	101000
64	11/20/21		83.54			5310 31 430630	230	101000
65	11/20/21		670.06			5310 31 430630	233	101000
66	11/20/21		227.20			5310 32 430690	220	101000
67	11/20/21		20.74			5310 32 430690	226	101000
68	11/20/21		990.91			5310 32 430690	230	101000
69	11/20/21		2.77			5310 33 430640	210	101000
70	11/20/21		37.72			5310 33 430640	220	101000
73	11/20/21		699.58			5310 33 430640	222	101000
74	11/20/21		93.72			5310 33 430640	226	101000
75	11/20/21		435.92			5310 33 430640	230	101000
76	11/20/21		3.41			5310 33 430640	311	101000
77	11/20/21		640.58			5310 33 430640	363	101000
78	11/20/21		205.97			5510 10 420730	220	101000
79	11/20/21		4,152.44			5510 10 420730	222	101000
80	11/20/21		490.00			5510 10 420730	241	101000
81	11/20/21		35.61			5510 10 420730	345	101000
82	11/20/21		382.50			5510 10 420730	364	101000
85	11/20/21		386.34			5510 10 420730	380	101000
86	11/20/21		749.70			5510 10 420730	382	101000
87	11/20/21		275.96			5610 87 430300	210	101000
88	11/20/21		93.98			5610 87 430300	220	101000
89	11/20/21		567.35			5610 87 430300	230	101000
90	11/20/21		917.21			5610 87 430300	230	101000
91	11/20/21		1,033.76			5610 87 430300	230	101000
92	11/20/21		277.30			5610 87 430300	239	101000
93	11/20/21		481.40			5610 87 430300	345	101000
94	11/20/21		120.24			6040 910 430220	220	101000
95	11/20/21		0.00			5310 33 430640	226	101000
96	11/20/21		0.00			5310 33 430640	230	101000
97	11/20/21		0.00			5310 33 430640	370	101000
98	11/20/21		0.00			5310 33 430640	380	101000
99	11/20/21		0.00			5510 10 420730	214	101000
100	11/20/21		0.00			5510 10 420730	222	101000
101	11/20/21		0.00			5510 10 420730	231	101000
102	11/20/21		0.00			5510 10 420730	241	101000
103	11/20/21		0.00			5510 10 420730	345	101000
104	11/20/21		0.00			5510 10 420730	350	101000
105	11/20/21		0.00			5510 10 420730	364	101000
106	11/20/21		0.00			5510 10 420730	370	101000
107	11/20/21		0.00			5610 87 430300	210	101000
108	11/20/21		0.00			5610 87 430300	220	101000
109	11/20/21		0.00			5610 87 430300	230	101000
110	11/20/21		0.00			5610 87 430300	334	101000
111	11/20/21		0.00			5610 87 430300	345	101000



12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 6 of 18  
Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
112	11/20/21		0.00			5610 87 430300	363	101000
113	11/20/21		0.00			6040 910 430220	214	101000
135004	-99625C	4187 MOFI	1,162.96					
1	11/04/21	Fire Training Center Payment31	581.71			1000 7 490500	654	101000
2	11/04/21		581.25			1000 7 490500	655	101000
135005	84837S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	175.50					
1	45035 10/05/21	City Hall Rugs	36.50		30008	1000 8 411230	220	101000
3	45338 10/19/21		36.50		30008	1000 8 411230	220	101000
6	44968 10/01/21	Shop	20.50		30008	6040 910 430220	220	101000
7	45607 10/29/21		20.50		30008	6040 910 430220	220	101000
8	45432 11/01/21	WWTP	15.00		29959	5310 33 430640	360	101000
9	45434 11/01/21	WWTP	19.50		29959	5210 80 430540	360	101000
10	45029 10/07/21	PD	13.50*			1000 5 420140	360	101000
11	45332 10/19/21	PD	13.50*			1000 5 420140	360	101000
135006	-99619E	1970 MONTANA DAKOTA UTILITIES	36,057.05					
1		GAS/ELECTRIC ~ FD	345.29			1000 7 420460	341	101000
2		GAS/ELECTRIC ~ FD	113.91			1000 7 420460	344	101000
3		GAS/ELECTRIC ~ City Hall	183.64			1000 8 411230	341	101000
4		GAS/ELECTRIC ~ City Hall	293.31			1000 8 411230	344	101000
5		GAS/ELECTRIC ~ Parks	648.03			1000 13 460433	341	101000
6		GAS/ELECTRIC ~ Parks	283.92			1000 13 460433	344	101000
7		GAS/ELECTRIC ~ Bath House	98.52			1000 14 460445	341	101000
8		GAS/ELECTRIC ~ Animal Shelter	39.13			1000 21 440600	341	101000
9		GAS/ELECTRIC ~ Animal Shelter	46.15			1000 21 440600	344	101000
10		GAS/ELECTRIC ~ Library	372.24			2220 16 460100	341	101000
11		GAS/ELECTRIC ~ Library	203.19			2220 16 460100	344	101000
14		GAS/ELECTRIC ~ District 165	3,899.18			2400 46 430263	341	101000
15		GAS/ELECTRIC ~ Rental Fee	8,836.60			2400 46 430263	533	101000
16		GAS/ELECTRIC ~ District 167	550.26			2420 48 430263	341	101000
17		GAS/ELECTRIC ~ Rental Fee	1,054.80			2420 48 430263	533	101000
18		GAS/ELECTRIC ~ District 171	161.79			2430 49 430263	341	101000
19		GAS/ELECTRIC ~ District 172	1,369.58			2440 50 430263	341	101000
20		GAS/ELECTRIC ~ District 202	114.14			2470 72 430263	341	101000
21		GAS/ELECTRIC ~ Rental Fee	325.90			2470 72 430263	533	101000
22		GAS/ELECTRIC ~ District 173	30.20			2480 47 430263	341	101000
23		GAS/ELECTRIC ~ Sewer Lift	98.59			2510 107 430220	341	101000
28		GAS/ELECTRIC ~ Water Plant	3,898.18			5210 22 430530	341	101000
30		GAS/ELECTRIC ~ Water Plant	836.53			5210 22 430530	344	101000
31		GAS/ELECTRIC ~ Fish & Game	19.40			5210 23 430550	341	101000
32		GAS/ELECTRIC ~ Fish & Game	27.40			5210 23 430550	344	101000
33		GAS/ELECTRIC ~ Fish & Game	19.40			5310 31 430630	341	101000
34		GAS/ELECTRIC ~ Fish & Game	27.40			5310 31 430630	344	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 7 of 18  
Report ID: AP100

Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
35		GAS/ELECTRIC ~ Sewer Lift	1,629.20			5310 32 430690	341	101000
36		GAS/ELECTRIC ~ Sewer Lift	100.26			5310 32 430690	344	101000
38		GAS/ELECTRIC ~ Ambulance	155.13			5510 10 420730	341	101000
39		GAS/ELECTRIC ~ Ambulance	51.17			5510 10 420730	344	101000
42		GAS/ELECTRIC ~ Shop	511.23			6040 910 430220	341	101000
43		GAS/ELECTRIC ~ Shop	143.18			6040 910 430220	344	101000
44		FISH & GAME ~ ELECTRIC	31.04			2510 107 430220	341	101000
45		FISH & GAME ~ ELECTRIC	43.84			2510 107 430220	344	101000
46		FISH & GAME ~ ELECTRIC	7.76			2520 108 430220	341	101000
47		FISH & GAME ~ ELECTRIC	10.96			2520 108 430220	344	101000
50		Airport Electric	772.02			5610 87 430300	341	101000
51		Airport Gas	378.78			5610 87 430300	344	101000
54		N Daly Sewer Treatment Plant	7,777.88			5310 33 430640	341	101000
55		419 N 7th New PD	124.69			1000 5 420140	344	101000
56		419 N 7th New PD	366.57			1000 5 420140	341	101000
57		419 N 7th New PD	56.66			1000 5 420140	341	101000
135007	84853S	395 VA MONTANA HEALTHCARE SYSTEM	3,115.83					
1	436K207PJF	12/01/21 December Rent ~ MCPD	3,115.83		30228	1000 5 420140	530	101000
135008	84854S	872 EASTERN MONTANA IND	325.00					
1	11/30/21	Library Cleaning Contract	325.00		29048	2220 16 460100	360	101000
135009	84855S	700 CUSTER COUNTY WATER & SEWER	19,024.62					
1	11/30/21	CCWSD Water/Sewer Collections	19,024.62			7980 211020		101000
135010	84856S	371 GENERAL DISTRIBUTING CO.	114.72					
1	1057786	11/10/21 O2 on Account # 47473	83.22		30103	5510 10 420730	222	101000
2	1063606	11/30/21 O2	31.50		30110	5510 10 420730	222	101000
135011	84857S	4186 BUCKY JOHNSON	32.99					
1	11/29/21	Cell Phone Reimbursement	16.49		30066	5210 23 430550	345	101000
2	11/29/21		16.50		30066	5310 31 430630	345	101000
135012	84858S	721 DALES CLEANING SERVICE	700.00					
1	11/26/21	City Hall ~ November Cleaning	700.00*		30047	1000 8 411230	360	101000
135013	84859S	4262 R.G. MURPHY CO	8,750.00					
1	11/30/21	November Permits	8,750.00		30353	2394 18 420531	350	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 8 of 18  
Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
135014	84860S	4258 EXECUTIVE BUILDING	1,950.00					
1	11/05/21	(Jan, Feb, March 2022) Rent S	1,950.00		29907	2985 15 450340	530	101000
135015	84861S	4013 SOLESTONE REIMB SERVICES	12,046.55					
1	12229 11/01/21	October Billing	6,018.67		29697	5510 10 420730	350	101000
2	12275 12/01/21	November Billing	6,027.88		30112	5510 10 420730	350	101000
135016	84862S	3292 MONTANA AIR CARTAGE	424.06					
1	YN2103121 11/01/21	Partners Program crate deli	270.60		29041	2880 39 460100	311	101020
2	837901	Past Due October Invoices	76.73		29970	5210 80 430540	352	101000
3	837991		76.73		29970	5310 33 430640	352	101000
135020	-99624C	523 CITY SERVICE, INC.	1,226.73					
1	11/01/21	5000 Gallon Truck Principle	958.83*		1337	5610 87 490500	650	101000
2	11/01/21	5000 Gallon Truck Interest	267.90*		1337	5610 87 490500	651	101000
135021	-99622C	523 CITY SERVICE, INC.	10,856.78					
1	0539507	2502 Gallons AV Gas 100LL	10,856.78*		1352	5610 87 430300	237	101000
135022	-99621E	4360 ALLEGIANCE BENEFIT PLAN MGMT	85.00					
1		October Admin Fees	4.42			1000 13 460433	143	101000
2			0.26			1000 36 411020	143	101000
3			0.34			1000 201 431200	143	101000
4			6.46			2510 107 430220	143	101000
5			1.79			2520 108 430220	143	101000
6			0.09			2540 109 430220	143	101000
7			3.57			5210 23 430550	143	101000
8			3.49			5310 31 430630	143	101000
9			5.53			5210 22 430530	143	101000
10			2.30			5310 33 430640	143	101000
11			1.45			5310 32 430690	143	101000
12			1.87			6040 910 430220	143	101000
13			0.77			5310 29 430610	143	101000
14			0.77			5210 25 430510	143	101000
15			16.50			1000 5 420140	143	101000
16			6.21			1000 5 420160	143	101000
17			1.11			1000 21 440600	143	101000
18			9.52			1000 7 420460	143	101000
19			4.68			5510 10 420730	143	101000
20			4.76			2220 16 460100	143	101000
21			2.81			1000 3 410500	143	101000
22			1.45			1000 6 410300	143	101000
23			1.19			1000 4 411100	143	101000
24			2.38			5610 87 430300	143	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 9 of 18  
Report ID: AP100

... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
25			1.19			2985 15 450340	143	101000
26			0.09			2935 11 460461	143	101000
135023	84829S	3286 WPCI	225.00					
1	54883-IN	Random Pool Management	42.75			2510 107 430220	350	101000
2	54883-IN		42.75			2520 108 430220	350	101000
3	54883-IN		38.25			1000 13 460433	350	101000
4	54883-IN		24.75			6040 910 430220	350	101000
5	56187-IN	Clearing House Management	31.50			5210 23 430550	350	101000
6	56187-IN		31.50			5310 31 430630	350	101000
7	56187-IN		13.50			5610 87 430300	350	101000
135024	84830S	2831 MILES CITY STAR PUBLISHING	195.00					
1	157367	10/14/21 Legal 1103 Phillips	97.50		28033	1000 201 431200	331	101000
2	157553	10/14/21 Legal 415 Missouri	97.50		28033	1000 201 431200	331	101000
135026	84832S	2847 STEADMANS ACE HARDWARE	1,128.19					
1	36512	11/05/21 Washer & Dryer for new MCPD	1,128.19		29450	1000 5 420140	950	101000
135027	84833S	4346 BILLINGS ALARM COMPANY INC	2,550.00					
1	11/10/21	Camera Contract 50% down	2,100.00		30301	1000 5 420140	950	1 101000
2	11/10/21	Security Contract 50% down	450.00		30301	1000 5 420140	950	1 101000
135028	84834S	4008 PITNEY BOWES	274.17					
1		Postage Machine Lease	91.39			1000 3 410500	220	101000
2			91.39			5210 25 430510	220	101000
3			91.39			5310 29 430610	220	101000
135029	84835S	2865 DEPT OF ENVIRONMENTAL QUALITY	25.00					
1	11/17/21	Burn Permit Fee Training	25.00		29700	1000 7 420460	380	101000
135030	84836S	999999 KATHY PALOWSKY	45.00					
1	02/16/21	Park & Alcohol Refund	45.00		30041	1000 346020		101000
135031	84863S	4139 BILLINGS PRECAST	1,200.00					
1	63450	10/27/21 Concrete Cone X2 PUDS	800.00		29496	5310 31 430630	230	101000
2	63450	10/27/21 Cone Public Works Storm Water	400.00*		29496	2510 107 430235	230	101000
135032	84864S	2537 RDO EQUIPMENT CO	480.50					
1	P8486712	11/02/21 Unit 37	192.20		30026	2510 107 430220	363	101000
2	P8486712	11/02/21	48.05		30026	2520 108 430220	363	101000
3	P8486712	11/02/21	120.13		30026	5210 23 430550	220	101000
4	P8486712	11/02/21	120.12*		30026	5310 31 430630	220	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 10 of 18  
Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
135033	84865S	636 CRIDCO, LLC	153.00					
1	11/01/21	Water/ 3 Months	153.00		1359	5610 87 430300	220	101000
135034	84866S	2847 STEADMANS ACE HARDWARE	499.50					
1	486055	Knife	5.99		1358	5610 87 430300	230	101000
2	487606	Credit Return Plugs	-11.96		1358	5610 87 430300	230	101000
3	489035	Safe & Saw Blades	201.98		1358	5610 87 430300	230	101000
4	492087	Electrical Parts	119.80		1369	5610 87 430300	230	101000
5	492534	Paint	20.97		1369	5610 87 430300	230	101000
6	493403	Electrical Parts	52.80		1369	5610 87 430300	230	101000
7	493489	Fuel Filters	109.92		1369	5610 87 430300	230	101000
135035	84867S	2240 NOLLEYS WELDING & MACHINE INC	225.00					
1	34097	Repair Manhole	225.00		1356	5610 87 430300	230	101000
135036	84868S	999999 KEN STEIN	116.00					
1	11/03/21	Postage Stamps	116.00		29122	1000 6 410300	311	101000
135037	84869S	4209 SIRENNET.COM	913.33					
1	0259167	11/01/21 Cargo Partition Transfer Kit	913.33		30210	1000 5 420140	366	101000
135038	84870S	4346 BILLINGS ALARM COMPANY INC	66.60					
1	1976	11/01/21 Monthly Evidence Monitoring	66.60		30211	1000 5 420140	220	101000
135039	84871S	1120 GLADER ELECTRIC CO	1,823.17					
1	92848	10/12/21 Service Drive & Phase Monitor	46.25		29962	5210 22 430530	360	101000
2	92848	10/12/21	46.25		29962	5210 80 430540	360	101000
3	92814	10/04/21 Photo Cell	131.25		29698	1000 7 420460	400	101000
4	93083	11/17/21 Wired Heater	66.14		29973	5210 22 430530	360	101000
5	93083	11/17/21	66.15		29973	5310 31 430630	360	101000
6	93066	11/12/21 Strevell To Balsam	291.60		30359	2430 49 430263	230	101000
7	93067	11/12/21 Main to Bridge Lights	120.00		30359	2440 50 430263	230	101000
8	93128	11/19/21 Bridge Light Repair	305.53		30359	2440 50 430263	230	101000
9	93130	11/19/20 Quote for Flag Pole	457.50		30113	1000 7 420460	400	101000
10	93130	11/19/21	292.50		30113	5510 10 420730	400	101000
135041	84872S	4369 ELEMECH INC	27,671.75					
1	28323	11/03/21 Bulk Water Station 85%	27,671.75		30055	5210 23 430550	940	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 11 of 18  
Report ID: AP100

\* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
135042	84873S	396 MONTANA DEPT OF LABOR & INDUSTRY	100.00					
1	11/04/21	Civil Penalty Gas Line MDU	100.00*		30061	5310 31 430630	220	101000
135043	84874S	286 STANLEY CHIROPRACTIC OFFICE	90.00					
1	11/05/21	CDL Physical	90.00		30060	5210 23 430550	350	101000
135044	84875S	2903 TIRE-RAMA	3,180.07					
1	1060016807	11/02/21 275	271.83		29696	1000 7 420460	364	101000
2	1060017096	11/12/21 Unit 25	1,163.30		29498	2510 107 430220	363	101000
3	1060017096	11/12/21	290.82		29498	2520 108 430220	363	101000
4	1060017096	11/12/21	727.06		29498	5210 23 430550	220	101000
5	1060017096	11/12/21	727.06*		29498	5310 31 430630	220	101000
135045	84876S	999999 LARRY RAU	130.69					
1	11/08/21	Refund Water Deposit	130.69			5210 214010		101000
135046	84877S	4127 I-STATE TRUCK CENTER	84.44					
1	C251321861	11/05/21 Unit 25	33.78		30030	2510 107 430220	363	101000
2	C251321861	11/05/21	8.44		30030	2520 108 430220	363	101000
3	C251321861	11/05/21	21.11		30030	5210 23 430550	220	101000
4	C251321861	11/05/21	21.11*		30030	5310 31 430630	220	101000
135047	84839S	771 DEPT OF REVENUE	16,036.12					
1	CGR-2REV01	1% Contractor's Gross #5	16,036.12		1355	5610 87 430300	937	101000
135048	84840S	4343 RIVERSIDE CONTRACTING INC	1587,575.84					
1	PAYEST#5	AIP 3-30-0055-020-2021 #5	1587,575.84		1354	5610 87 430300	937	101000
135049	-99617C	1407 KLJ ENGINEERING LLC	44,491.64					
1	10160478	Const Phase thru 10-21	43,448.56		1353	5610 87 430300	937	101000
2	10160477	AGIS As-Built Thru 10-21	1,043.08		1353	5610 87 430300	937	101000
135050	-99616C	278 TITAN MACHINERY	1,118.72					
1	16311062GP	11/03/21 Unit 43	461.06		30027	2510 107 430220	363	101000
2	16311062GP	11/03/21	115.27		30027	2520 108 430220	363	101000
3	16335667	10/01/21 Sweeper Drag Shoe	433.91		30038	2510 107 430220	363	101000
4	16335667	10/01/21	108.48		30038	2520 108 430220	363	101000
135051	84878S	284 AQUA-PURE	14,869.50					
1	MCWMT2105	11/02/21 AF73070 & AF4355	8,713.50		29963	5210 80 430540	222	101000
2	MCWMT2106	11/02/21	6,156.00		29963	5210 80 430540	222	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 12 of 18  
Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
135052	84879S	1986 JACKS BODY SHOP	335.50					
1	11/03/21	Unit 50	335.50		30025	1000 13 460433	350	101000
135053	84880S	4161 DESERT MOUNTAIN COPORATION	4,927.63					
1	2186623	11/09/21 Ice Slicer	3,942.10		30031	2510 107 430220	220	101000
2	2186623	11/09/21	985.53		30031	2520 108 430220	220	101000
135054	84881S	390 JERRYS REFRIGERATION SERV INC	10,454.00					
3	117551	11/29/21 Library Check & Fix Furnace	230.00		29047	2220 16 460100	360	101000
4	117395	11/11/21 Replaced Heater	2,500.00		29969	5210 22 430530	230	101000
5	116952	08/20/21 Animal Shelter Furnace & AC	7,340.00*		30224	1000 21 440600	230	101000
6	117815	12/03/21 Heater Repair	192.00		29974	5210 22 430530	360	101000
7	117815	12/03/21	192.00		29974	5210 80 430540	360	101000
135055	84882S	4221 DPHSS-FCSS	200.00					
1	11/05/21	Wibaux Park Pool	200.00*		30033	1000 13 460433	334	101000
135056	84883S	4370 LOSINSKI HOLDINGS LLC	2,750.00					
1	98372	Spray Foam Door Hangar 7	2,750.00		1361	5610 87 430300	230	101000
135058	84884S	2740 SHERWIN WILLIAMS	80.11					
1	08296	11/04/21 Paint for new MCPD Exterior	80.11		30215	1000 5 420140	220	101000
135059	84885S	4308 SDI ARCHITECTS & DESIGN	5,117.00					
1	10/31/21	Architect Fees	5,117.00		30218	1000 5 420140	350	101000
135060	84886S	1330 SCL Health - Sisters of Charity	241.70					
1	500336301	10/03/21 DUI Blood Draw	241.70		30219	1000 5 420140	350	101000
135061	84887S	4045 LAND SOLUTIONS, INC.	2,585.00					
1	10/14/21	9-25-21 to 10-24-21	1,339.50		30034	1000 36 411020	350	101000
2	11/27/21	10-25-21 to 11-24-21	1,245.50		30355	1000 36 411020	350	101000
135062	84888S	4280 BEAR BUTTZ SEPTIC	79.96					
1	1689	11/02/21 Water Plant Park Toilets	79.96		30036	1000 13 460433	350	101000
135063	84889S	1480 LAWSON PRODUCTS INC	1,841.40					
1	9308986635	11/09/21 Asphalt Patch	1,473.12		30035	2510 107 430233	230	101000
2	9308986635	11/09/21	368.28		30035	2520 108 430233	230	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 13 of 18  
Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
135064	84890S	4340 BILLING DOCUMENT SPECIALISTS	2,285.53					
1	78989	10/31/21 Water Postage	1,142.76*		30062	5210 23 430550	311	101000
2	78989	10/31/21	1,142.77*		30062	5310 31 430630	311	101000
135065	84891S	999999 COLE EMELINE	141.72					
1		11/10/21 CDL Physical	80.00		30037	2510 107 430220	350	101000
2		11/10/21	20.00		30037	2520 108 430220	350	101000
3		11/18/21 Drivers License	33.38		30045	2510 107 430220	334	101000
4		11/18/21	8.34		30045	2520 108 430220	334	101000
135066	84892S	999999 GAIL KREZELAK	303.29					
1		11/05/21 Logitech Camera	66.00		29123	1000 6 410300	210	101000
2		11/09/21 Office Chair	202.34		29123	1000 6 410300	210	101000
3		11/23/21 AT&T ML 7929 2 Line Phone	34.95		29124	1000 6 410300	210	101000
135067	84893S	2560 REGAN PLUMBING & HEATING	94.89					
1	22210203	11/04/21 Library Repair Leaking Sink	94.89		29043	2220 16 460100	360	101000
135068	-99615C	1407 KLJ ENGINEERING LLC	1,396.99					
1	10161487	11/11/21 GIS Maintenance	1,396.99		29896	2850 105 420140	350	101000
135069	84842S	572 VERIZON WIRELESS	300.12					
1	9892257166	Custer County MDT SIMS Cards	300.12		29897	2850 105 420140	345	101000
135070	84894S	999999 AMBER DAVIDSON	17.00					
1		10/02/21 Prairie County Amb Train Lunch	17.00		29893	1000 5 420160	370	101000
135072	-99614C	1407 KLJ ENGINEERING LLC	2,158.68					
1	10156689	08/11/21 GIS Data Maintenance	816.72		29891	2850 105 420140	350	101000
2	10158219	09/16/21	814.92		29891	2850 105 420140	350	101000
3	10159177	10/13/21	527.04		29891	2850 105 420140	350	101000
135073	84895S	869 EAST MONT COMMUNICATIONS	757.00					
1	PC500721	07/01/21 Repeater Site Renew Fallon	450.00		29892	2850 105 420140	220	101000
2	29166	11/11/21 Radio- Minivan	307.00		30102	1000 7 420460	230	101000
135074	-99613C	4003 SHI INTERNATIONAL CORP	300.37					
1		11/08/21 2021 Windows	150.19		30039	2510 107 430220	210	101000
2		11/08/21	150.18		30039	2520 108 430220	210	101000



12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 14 of 18  
Report ID: AP100

\* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
135075	84896S	4094 MONTANA DEPT OF AGRICULTURE	140.00					
1	11/18/21	License Fees	140.00*		30042	1000 13 460433	334	101000
135076	84897S	4171 FERGUSON WATERWORKS #1701	4,870.53					
1	0802828	11/08/21 Meter Account	1,376.00		30063	5210 23 430550	214	101000
2	0801995	11/08/21 Macro Couplings	488.40		30063	5210 23 430550	220	101000
3	804330	11/23/21 Meter Account	1,720.00		30068	5210 23 430550	214	101000
4	8018561	11/23/21 Curb Boxes	1,286.13		30068	5210 23 430550	235	101000
135077	84898S	2270 NORTHWEST PIPE INC	102.40					
1	7627257	11/08/21 Coupling	102.40		30064	5310 31 430630	230	101000
135078	84899S	504 Cintas	130.15					
1	5084659646	11/18/21 Med Kit Refill	130.15		30221	1000 5 420140	220	101000
135079	84900S	1142 GUMDROP BOOKS-	578.43					
1	50008077	11/12/21 Library Childrens YA Books	578.43		29044	2220 16 460100	382	101000
135080	84901S	4371 GLOBALSCAPE INC	504.98					
1	Q151953	11/02/21 Livescan Software Renew Annua	504.98		29895	2850 105 420140	350	101000
135082	84902S	4372 GENERATOR STARTER SHOP INC	73.00					
1	S59275	11/16/21 Relay E-7	73.00*		30105	5510 10 420460	350	101000
135083	84903S	4303 PARKER, HEITZ, & COSGROVE, PLLC	1,642.50					
1	20211025	10/31/21 City Vs. Eckart	1,642.50*		30303	1000 2 410100	350	101000
135084	84904S	4108 MID-AMERICAN RESEARCH CHEMICAL	206.46					
1	0747707	11/12/21 Degreaser	82.58		30043	2510 107 430220	363	101000
2	0747707	11/12/21	20.65		30043	2520 108 430220	363	101000
3	0747707	11/12/21	51.62		30043	5210 23 430550	220	101000
4	0747707	11/12/21	51.61*		30043	5310 31 430630	220	101000
135085	-99612C	278 TITAN MACHINERY	1,140.50					
1	16377326	11/21/21 Unit 44	570.25		30044	2510 107 430220	363	101000
2	16377326	11/21/21	570.25		30044	2520 108 430220	363	101000
135086	84905S	499 CHECKERS INC	210.00					
1	113184	11/24/21 Drug Testing	82.50			5210 23 430550	350	101000
2	113184	11/24/21	82.50			5310 31 430630	350	101000
3	113184	11/24/21	45.00			1000 13 460433	350	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 15 of 18  
Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
135087		84906S 999999 JEAN MANSHEIM	113.50					
1	09/20/21	Fairmont Conference	30.50		29900	1000 5 420160	370	101000
2	09/21/21	Meals	22.00		29900	1000 5 420160	370	101000
3	09/22/21		30.50		29900	1000 5 420160	370	101000
4	09/23/21		30.50		29900	1000 5 420160	370	101000
135088		84907S 4055 DOOR 804 FITNESS	2,649.00					
1	MMSF102021	Facade Grant	2,649.00		27646	2310 11 460466	730	101000
135089		84908S 999999 HARDESTY REAL ESTATE	1,766.00					
1	MMSF2021	Facade Grant	1,766.00		27645	2310 11 460466	730	101000
135090		84909S 999999 DEPARTMENT OF VETERANS AFFAIRS	802.76					
1	436-K10FOP 11/29/21	Ambulance Refund	802.76		135090	5510 342026		101000
135091		84910S 2580 REYNOLDS WAREHOUSE GROCERY	41.94					
1	11/19/21	Cleaning Supplies	9.14		30106	1000 7 420460	220	101000
2	11/19/21		5.84		30106	5510 10 420730	220	101000
3	11/27/21	Cleaning Supplies	16.45		30106	1000 7 420460	220	101000
4	11/27/21		10.51		30106	5510 10 420730	220	101000
135092		84911S 4106 DIGITAL LOGGERS	18,789.00					
1	180887A 11/22/21	New 32 Channel DVL	18,789.00		30401	2850 105 420140	941	101000
135093		84843S 4009 PITNEY BOWES RESERVE ACCOUNT	1,000.00					
1	12/01/21	Postage Refill	1,000.00			1000 3 410500	311	101000
135094		84912S 999999 KATE TERRETT	147.94					
1	12/01/21	Refund Water Deposit	147.94		2	5210 214010		101000
135095		84844S 4094 MONTANA DEPT OF AGRICULTURE	140.00					
1	10031315	License Renewal	70.00		29971	5210 22 430530	334	101000
2	10599715		70.00		29971	5310 33 430640	334	101000
135096		84913S 999999 BRETT STELLY	92.66					
1	12/01/21	Refund Water Deposit	92.66			5210 214010		101000
135097		84914S 999999 AMANDA MCGINN	24.41					
1	12/01/21	Refund Water Deposit	24.41			5210 214010		101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 16 of 18  
Report ID: AP100

\* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
135098	84915S	999999 JEFREY BONEL	97.94					
1	11/29/21	Refund Water Deposit	97.94			5210 214010		101000
135099	84916S	999999 DEBBIE PERKINS	147.94					
1	11/29/21	Refund Water Deposit	147.94			5210 214010		101000
135100	84917S	999999 TINA BIRMINGHAM	97.94					
1	11/29/21	Refund Water Deposit	97.94			5210 214010		101000
135101	84918S	999999 MICHEAL RESCIGNO	150.00					
1	11/29/21	Refund Water Deposit	150.00			5210 214010		101000
135102	84919S	999999 NORMAN & KATHLEEN HARTL	17.55					
1	11/29/21	Refund Water Deposit	17.55			5210 214010		101000
135103	84920S	999999 KENNY BRETZEL	53.00					
1	11/29/21	Refund Water Deposit	53.00			5210 214010		101000
135104	84921S	999999 SHARON HUMPHREY	21.53					
1	11/29/21	REFund Water Deposit	21.53			5210 214010		101000
135105	84922S	4266 BIG SKY COMMUNICATIONS, INC	174.00					
1	83646 11/22/21	2 New HW710 Headsets	174.00*		30403	2850 105 420140	214	101000
135106	84923S	800 DOEDEN CONSTRUCTION	217.60					
1	90504 11/08/21	3" Oversize Rock	108.80		30048	2510 107 430233	230	101000
2	90504 11/08/21		108.80			2520 108 430233	230	101000
135107	84924S	999999 SCOTT DENSON	42.80					
1	12/01/21	DAV Meal Reimbursement	42.80		29911	2985 15 450330	379	101004
135108	84925S	902 ENERGY LABORATORIES INC	358.00					
1	433815 11/05/21	Bacti's, Flouride, & Toc's	316.00		29964	5210 80 430540	352	101000
2	436370 11/15/21	Nitrogen & ammonia & Bacti's	42.00		29964	5310 33 430640	352	101000
135109	84926S	790 DPC INDUSTRIES	60.00					
1	DE72000238 10/31/21	Demurrage	50.00		29965	5210 80 430540	222	101000
2	DE72000238 10/31/21		10.00		29965	5310 33 430640	222	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 17 of 18  
Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
135110	84927S	4115 RUSSELL INDUSTRIES INC	751.28					
1	144364	11/15/21 3" Flap Valves, Gaskets, Seals	751.28		29966	5310 32 430690	230	101000
135111	84928S	4373 BIG STATE INDUSTRIAL SUPPLY INC	238.80					
1	1461458	11/18/21 Gloves	65.13		29968	5210 22 430530	226	101000
2	1461458	11/18/21	54.27		29968	5210 80 430540	226	101000
3	1461458	11/18/21	65.13		29968	5310 33 430640	226	101000
4	1461458	11/18/21	54.27		29968	5310 32 430690	226	101000
135112	84929S	999999 SETH LOCKIE	10.00					
1	11/30/21	Pesticide Class Reimbursement	10.00		30351	1000 13 460433	380	101000
135114	84930S	4374 CIRCLE T FABRICATION	370.00					
1	2599	11/24/21 Animal Shelter Gates & Kennels	370.00*		30226	1000 21 440600	230	101140
135116	84931S	361 BILLS TRUCK SERVICE	5,575.68					
1	10256	11/29/21 Unit 25	2,230.27		29495	2510 107 430220	363	101000
2	10256	11/29/21	557.57		29495	2520 108 430220	363	101000
3	10256	11/29/21	1,393.92		29495	5210 23 430550	220	101000
4	10256	11/29/21	1,393.92*		29495	5310 31 430630	220	101000
135117	84932S	771 DEPT OF REVENUE	2,929.03					
1	PAYAPP4	11/30/21 1% Gross Reciept Tax Hardy	2,929.03		27985	1000 5 420140	950 1	101000
135118	84933S	4368 HARDY CONSTRUCTION CO	289,974.02					
1	PAYAPP4	11/30/21 MCPD Remodel	289,974.02		27984	1000 5 420140	950 1	101000
135119	84934S	4218 CUSTER COUNTY TRANSIT	46.00					
1	10312021	12/01/21 October Rides Vol	26.00		29912	2985 15 450330	379	101004
2	11302021	12/02/21 November Rides Vol	20.00		29912	2985 15 450330	379	101004
135120	-99610C	501 CHEM SEARCH	349.95					
1	7600950	12/01/21 Gloves	139.98		30356	2510 107 430220	210	101000
2	7600950	12/01/21	35.00		30356	2520 108 430220	210	101000
3	7600950	12/01/21	87.49		30356	5210 23 430550	210	101000
4	7600950	12/01/21	87.48		30356	5310 31 430630	210	101000
135122	84935S	4152 MONTANA RADIATOR WORKS I	182.98					
1	62533	10/07/21 Unit 30	91.49		30069	5210 23 430550	220	101000
2	62533	10/07/21	91.49*		30069	5310 31 430630	220	101000

12/09/21  
13:10:51

CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 11/21

Page: 18 of 18  
Report ID: AP100

\* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
135123	84936S	2529 RAILROAD MANAGEMENT CO III, LLC	313.34					
1	448568	10/05/21 10" Water Pipeline	313.34		30070	5210 23 430550	532	101000
135124	84937S	2853 STRYKER SALES CORP	3,362.40					
1	3469158M	07/28/21 Maintinace Agreement	3,362.40		30111	5510 10 420730	360	101000
135125	84938S	4304 CROSSFIT MILES CITY	240.00					
1	11/30/21	Annual Gym Membership	240.00			1000 5 420140	334	101000
135126	84939S	999999 REBEL RIVER CREATIVE	258.00					
1	1293	Annual Web Hosting	258.00		1367	5610 87 430300	330	101000
135127	84940S	1780 MILES CITY MOTOR SUPPLY	59.89					
1	889694	Tape	12.98		1370	5610 87 430300	230	101000
2	891591	Blower Motor and Zerostart	46.91		1370	5610 87 430300	230	101000
135128	84941S	999999 ERIC HOFF	155.98					
1	11/26/21	Boots	77.99		30072	5210 23 430550	226	101000
2	11/26/21		77.99		30072	5310 31 430630	226	101000
135129	84942S	4083 BLUE CROSS BLUE SHIELD OF	104.55					
1	21-1007	12/07/21 Ambulance Refund	104.55			5510 342026		101000
135130	84943S	4375 SNAP ON	854.00					
1	1116218101	11/16/21 Shop- Small Items	854.00		29497	6040 910 430220	214	101000
135131	84944S	999999 SHORT STOP II	50.41					
1	5097773	12/07/21 Gas	40.33		30361	2510 107 430220	231	101000
2	5097773	12/07/21	10.08		30361	2520 108 430220	231	101000
135132	84846S	4378 KNODEL CONTRACTORS LLC	49,900.00					
1	1025	12/07/21 Side Dump Trailer	20,000.00		30362	4060 911 430233	940	101000
2	1025	12/07/21	15,000.00		30362	5210 23 430550	940	101000
3	1025	12/07/21	14,900.00		30362	5310 31 430630	940	101000
135133	84945S	771 DEPT OF REVENUE	420.00					
1	33610	Fuel Meter License	420.00		1367	5610 87 430300	334	101000

# of Claims 132 Total: 2299,517.60

Total Electronic Claims 145,017.65 Total Non-Electronic Claims 2154499.95