



CITY OF MILES CITY

AGENDA

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

*April 26, 2022
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

A. Regular City Council Meeting	03/22/2022
B. Finance Committee Meeting	03/17/2022
C. Human Resources Committee Meeting	03/15/2022
D. Human Resources Committee Meeting	04/05/2022
E. Public Safety Committee Meeting	03/01/2022

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

Keep Miles City Beautiful Presentation

Mark Ahner, 4th of July Committee Request the following

- Street closure from 8:30am – 11:00am
- Use of street closure signage
- Park use permit
- City paid event coverage or waiver
- Police Escort

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

Presentation by Chief Colombik and DEA Supervisor

7. CITY COUNCIL COMMENTS

Ward III Resident letter

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

Zoning Committee recommends approval of the zone change at 1011 N. 6th Street.

Finance Committee recommend the following:

- Reducing payments to \$10 per month for Debra Nesbit
- Write-off \$325.78 for deceased ambulance account
- Increasing rates for children aged 7-12 and seniors to \$2, and for children and adults

over age 13 to \$3, but leaving the family rate as is.

Public Safety recommend:

- Creating an Ordinance regarding texting and driving.
- Approval to obtain a structural engineer for phase II of Police building.

10. **BID OPENINGS**

11. **BID AWARDS**

12. **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 1352 – (*Second Reading*) AN ORDINANCE GRANTING TO MONTANA-DAKOTA UTILITIES CO., A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE AND RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE, WITHIN AND UPON, IN AND UNDER THE STREETS, ALLEYS AND PUBLIC GROUNDS OF THE CITY OF MILES CITY, CUSTER COUNTY, MONTANA.**

13. **UNFINISHED BUSINESS**

- A. **ORDINANCE NO. 1352 – (*Second Reading*) AN ORDINANCE GRANTING TO MONTANA-DAKOTA UTILITIES CO., A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE AND RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE, WITHIN AND UPON, IN AND UNDER THE STREETS, ALLEYS AND PUBLIC GROUNDS OF THE CITY OF MILES CITY, CUSTER COUNTY, MONTANA.**

14. **NEW BUSINESS**

- A. **DISCUSSION ON LOCAL FISCAL RECOVERY FUNDS**
- B. **ORDINANCE NO. 1353 (*First Reading*) – AN ORDINANCE AMENDING SECTIONS 20-39 AND 20-41 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY PERTAINING TO SIDEWALK CONSTRUCTION AND PUBLIC WORKS STANDARDS**
- C. **ORDINANCE NO. 1354 (*First Reading*) - AN ORDINANCE REPEALING SECTION 23-37 AND 23-80 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, AND ENACTING A NEW SECTION 23-2 REGARDING "ADMINISTRATION RULES OF THE CITY OF MILES CITY WATER AND SEWER SERVICES, ACCOUNTS, DELINQUENCIES AND TERMINATION"**
- D. **RESOLUTION NO. 4456 - A RESOLUTION COMMITTING CERTAIN FUNDS FOR THE N. 7TH/MT59 WATER, SANITARY SEWER AND STORMWATER UTILITIES RECONSTRUCTION PROJECT.**
- E. **RESOLUTION NO. 4457 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT ENTITLED "STATE OF MONTANA AGREEMENT MT-22-023" WITH THE STATE OF MONTANA HISTORIC PRESERVATION OFFICE FOR PARTIAL FUNDING OF THE HISTORIC PRESERVATION OFFICER POSITION.**

F. APPROVAL OF MARCH CLAIMS

15. ADJOURNMENT

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

Minutes

REGULAR COUNCIL MEETING March 22, 2022
6:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, March 22, 2022, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana and online at zoom.us. Council President Kathy Wilcox called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Ken Gardner, Rick Huber, Chris Grenz, and Kathy Wilcox. Council Members Roxanna Brush and Stacy Broell were absent.

Also present were City Attorney Dan Rice, Police Chief Doug Colombik, Police Captain Dan Baker, Fire Chief Branden Stevens, Battalion Chief Sarah Lewin, 911 Director Lynn Anderson, Flood Plain Administrator Samantha Malenovsky and Deputy City Clerk/Minute Recorder Jody Kinsey.

PLEDGE OF ALLEGIANCE

Council President Kathy Wilcox led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 3/8/2022

** *Councilperson Grenz moved to approve the minutes of the Regular Council Meeting of March 22, 2022, subject to any changes, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 6-0.*

Public Safety Committee Minutes: 2/15/2022

** *Councilperson Gardner moved to approve the minutes of the Public Safety Meeting of February 15, 2022, subject to any changes, and seconded by Councilperson Grenz. The motion **passed** by unanimous consent, 6-0.*

Human Resources Committee Minutes: 2/17/2022

** *Councilperson Andrews moved to approve the minutes of the Human Resources Meeting of February 17, 2022, subject to any changes, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 6-0.*

SCHEDULE MEETINGS

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

Human Resources Committee 4/05/2022 @4:15pm

REQUEST OF CITIZENS & PUBLIC COMMENT

Jim Atchison with Southeastern Montana Development Corporation attended the meeting and awarded the Fire Department with \$2,182 in Covid-19 relief funds for training purposes. Chief Stevens accepted the funding and credited Battalion Chief Lewin with doing all the work the get the funding.

Craig Dalakow 814 Wells came to address Chief Colombik on an issue he had where two 911 calls were not responded to. Chief Colombik stated he was not sure what issue Mr. Dalakow was referring to and Director Anderson was not aware of what he was referring to either. Chief Colombik told Mr. Dalakow that if he had an issue with something that was police business he needed to bring the issue to the Police Department. He stated addressing the Council was not the way to solve the problem and filling out an official complaint would be the correct action to take.

Cory Cheguis Deputy Emergency Services Coordinator for Custer County came to sit in and listen to the meeting. He stated the county has some different funding available and he wanted to help the city and county work better together.

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Councilperson Kassner had mentioned texting and driving. Chief Colombik stated that around 2012 a policy had been developed for a law against texting and driving. It was presented to the Public Safety Committee at that time and was voted against. Council discussed and decided to add it to the next Public Safety Agenda. Chief Colombik shared weekly police statistics. He does not believe any tickets have been written for speeding on Leighton this week because of the increased police presence. However, they have been writing speeding tickets in other locations.

Administrator Malenovsky gave a report of behalf of Directors Gray and Speelmon. The Utilities Department has been replacing curb stops. The Streets Department has been filling pot holes and blading alleys. They have discussed installing a camera at the splash pad. Sand has been added at the Oasis and repairs were done to the docks. Councilperson Huber asked if Tractor Avenue was built up properly to take the weight of the heavy trucks. Administrator Malenovsky did not know. Councilperson Huber asked if Director Gray could give that information at the next council meeting.

CITY COUNCIL COMMENTS

Councilperson Wilcox was called by a citizen requesting a stop sign on the intersection for Pearl and South Lake. Councilperson Huber thinks Director Gray and the Police department should come up with a plan for what streets need stop signs. Councilperson Grenz brought up the public nuisance form. He believes the form

doesn't work. Chief Colombik stated that the court will not prosecute the nuisance if there are no witnesses. Attorney Rice said state law says the property has to affect a considerable amount of people. They as councilmembers or citizens can offer to be witnesses on any public nuisance. Councilperson Huber believes changes need to be made to the way the court is run and has heard that there are thousands of dollars in revenue outstanding from warrants. Chief Colombik added that Officer Winkley does an outstanding job with nuisance complaints and it is frustrating because of the court process. Councilperson Gardner thinks that Officer Winkley should take pictures of the properties if someone has a complaint and that should be enough for the court. Chief Colombik stated that if it was up to the police the person would be fined but the prosecutor makes the decision.

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

-MCFR Ladder Truck

** *Councilperson Andrews moved to approve the Bid and seconded by Councilperson Kassner. On roll call vote, the motion passed by unanimous consent, 6-0.*

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

A. VARIANCE REQUEST FOR 531 HUFFMAN TO PLACE AN ATTACHED GARAGE AT BASE FLOOD ELEVATION.

** *Councilperson Wilcox moved to approve the Variance, read by title only and seconded by Councilperson Gardner. On roll call vote, the motion passed by unanimous consent, 6-0.*

B. ORDINANCE NO. 1352 – (First Reading) AN ORDINANCE GRANTING TO MONTANA-DAKOTA UTILITIES CO., A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE AND RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE, WITHIN AND UPON, IN AND UNDER THE

**STREETS, ALLEYS AND PUBLIC GROUNDS OF THE
CITY OF MILES CITY, CUSTER COUNTY, MONTANA.**

****** *Councilperson Kassner moved to approve the Ordinance, read by title only and seconded by Councilperson Gardner. On roll call vote, the motion passed by unanimous consent, 6-0. Ordinance No. 1352 passed.*

**C. RESOLUTION NO. 4455 - A RESOLUTION APPROVING
PLACEMENT OF STOP SIGNS AND CROSSWALK SIGNAGE ON
LEIGHTON BOULEVARD**

Councilperson Andrews requested that the Resolution be amended to include language that states the crosswalk will be repainted no less than twice annually.

****** *Councilperson Grenz moved to approve the amended resolution to include language that states the crosswalk will be repainted no less than twice annually and seconded by Councilperson Andrews. On roll call vote, the motion passed by unanimous consent, 6-0. Resolution No. 4455 passed.*

ADJOURNMENT

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

The meeting was adjourned at 6:49p.m.

Kathy Wilcox, Council President

Jody Kinsey, Deputy City Clerk

Finance Committee Meeting

March 17, 2022

The Finance Committee met Thursday, March 17, 2022 at 6:00 p.m. at City Hall in the conference room. Present were Committee Chair Stacy Broell and Committee Members Roxanna Brush, Brant Kassner and Rick Huber.

Also present were Public Works Director Scott Gray, Battalion Chief Sarah Lewin, and City Clerk/Recorder Mary Rowe.

Chairperson Broell called the meeting to order.

1. Requests of Citizens and Public Comment

None

2. Review and Recommendation on Ladder Truck Bid

** *Committee Member Brush moved to recommend accepting the bid, seconded by Committee Member Huber.*

A brief discussion commenced about the bid process and specifics of the used ladder truck versus current truck and expected lifespan of the new truck.

** *The motion passed unanimously, 4-0.*

3. Review and Recommend Reduced Patient Payments on Ambulance Bills

** *Committee Member Kassner moved to recommend reducing payments to \$10 per month, seconded by Committee Member Brush.*

Clerk Rowe explained that the minimum payments currently accepted are \$25 per month and if a person is unable to pay that amount then they need to address Council to have a lowered monthly payment.

** *The motion passed unanimously, 4-0.*

4. Review and Recommend Write-off \$325.78 for Deceased Ambulance Account

** *Committee Member Huber moved to recommend writing of \$325.78, seconded by Committee Member Brush and passed unanimously, 4-0.*

5. Review and Recommend Rate Increase at Swimming Pool (Oasis)

** *Committee Member Brush moved to recommend increasing rates for children aged 7-12 and seniors to \$2 and for children and adults over age 13 to \$3, but leaving the family*

rates as is., seconded by Committee Member Brush and passed unanimously, 4-0.

6. Adjournment

****** *Committee Member Kassner moved to adjourn the meeting, seconded by Committee Member Huber and passed unanimously, 4-0.*

The meeting was adjourned at 6:48 p.m.

Stacy Broell, Committee Chair

Mary Rowe, Recorder

Human Resources Committee
March 15, 2022

The **Human Resources Committee** met Tuesday, March 15, 2022 at 4:15 p.m. at City Hall in the Human Resources Office. Present were Committee Members Kathy Wilcox, Rick Huber and Dwayne Andrews. Excused was Committee Member Stacy Broell. Also present were: Public Utilities Director Tom Speelmon, Council Member Chris Grenz, Fire Captain Jake Richards, Flood Plain Administrator Samantha Malenovsky, Police Chief Doug Colombik, 911 Supervisor Lyne Anderson, and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Request of Citizens
None
2. Committee Member Comments
None
3. Position Descriptions: Review, revise, approve

a. Utility Billing Clerk

Director Speelmon explained to the committee by adding the duty of directing this would create less miscommunication, removing the director as to the go between in day to day activities.

***Committee Member Andrews moved to approve the Utility Billing Clerk positions description as revised, seconded by Committee Member Huber. On roll call, the motion passed, 3-0.*

b. Grant Writer Position;

The committee discussed removing the grant administration language from the Planner-in-Training/Grant Administrator position description. The position will be a full-time position reporting to the Mayor.

***Committee Member Huber moved to approve the Grant Writer position description, seconded by Committee Member Andrews.*

Officer Wilkins stated the grant administration language needed to be removed from the Planner-in-Training / Grant Administer

***Committee Member Andrews moved amend the motion to remove the grant administrator language from the Planner-in-Training / Grant Administrator position description and create a stand-alone position description for a Grant Writer and the Planner-in-Training, seconded by Committee Member Wilcox*

The amended motion passed, unanimously 3-0.

4. Review MT State COLA recommendation; recommend and transmit City COLA for FY 22-23 to Finance Committee. (reference; Non-Union Staff Cost of Living Increase policy; resolutions # 4387 and tracking form).

Officer Wilkins presented the average of the United States Department of Labors matrix for the average 2021 Consumer Price Index Matrix to the committee of 4.7% COLA

***Committee Member Hubel moved to recommend the 4.7% COLA for Non-Union Staff to the Finance Committee, seconded by Committee Member Andrews. On roll call vote, the motion passed, 3-0.*

5. Next Meeting: Tues, April 12, 2022; 4:15 p.m.
The next committee meeting was scheduled for April 5, 2022 at 4:15 p.m. in the City Hall Conference Room
6. Adjournment

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

The meeting was adjourned at 5:05 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Human Resources Committee
April 5, 2022

The **Human Resources Committee** met Tuesday, April 5, 2022 at 4:15 p.m. at City Hall in the Human Resources Office. Present were Committee Members Kathy Wilcox, Stacy Broell, Rick Huber and Dwayne Andrews. Also present were: Fire Captain Jake Richards, Flood Plain Administrator Samantha Malenovsky, Police Chief Doug Colombik, 911 Supervisor Lyne Anderson, AFSCME 283A President Carl Raymond, Battalion Chief Sarah Lewin, Local 600 President Casey Miller, and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Request of Citizens
None
2. Committee Member Comments
None
3. Position Descriptions: Review, revise, approve
 - a. Planner I position
The grant administration duties were removed from the draft position description and physical requirements were added.

***Committee Member Andrews moved to approve the Planner I position description as revised, seconded by Committee Member Huber. The motion passed unanimously, 4-0.*
 - b. Class B-CDL Operator Position with Train-the Trainer stipend recommendation
This stipend will be part of the Local 283A collective bargaining negotiations, requirements of this position require further research.

***Committee Member Broell moved to table the Class B-CDL Operator with Train-the Trainer position description, seconded by Committee Member Huber. The motion passed unanimously 4-0.*
4. Review & compare 4 options, revise as needed & recommend to Full Council: updated Wage Scale Matrix for FY 22-23
 - No change to current matrix as approved for FY 21-22
 - Revise current matrix to reflect only a 4.7% COLA increase recommendation
 - Revise current matrix to reflect only a Wage Scale increase
 - Revise current matrix to reflect both COLA and Wage Scale increasesOfficer Wilkins presented a spreadsheet with the comparison of the wages and the affect on the general fund for FY 22-23

***Committee Member Andrews moved to forward the spreadsheet information to the finance committee for consideration during the budgetary process, seconded by Committee Member Broell. The motion passed unanimously, 4-0.*
5. Discuss & approve next steps new position concept: In-house Ambulance Biller
Chief Stevens and Office Wilkins will continue to look at other outside ambulance billers instead of having an in-house biller.

6. Next Meeting: Tues, May---, 2022; 4:15 p.m.
The next committee meeting was scheduled for May 17, 2022 at 4:15 p.m. in the City Hall Conference Room

7. Adjournment

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

The meeting was adjourned at 4:55 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Public Safety Committee Meeting
March 1, 2022

The Public Safety Committee met Tuesday, March 1, 2022, at 6:00 pm via live attendance and Zoom Conferencing in the City Hall Conference Room, 17 S. 8th. Present were Committee Members Roxanna Brush, Chris Grenz, Kathy Wilcox, and Ken Gardner. Also present were: Police Chief Doug Colombik, Police Captain Dan Baker, Fire Chief Branden Stevens, Council Member Rick Huber, Dispatch Supervisor Lyne Anderson. Fire Lieutenant Casey Miller and HR Officer/Recorder Linda Wilkins.

Chairperson Brush called the meeting to order.

1. Discussion on Safety for residences of Leighton Blvd

There is concern by residents living on Leighton Boulevard of the speed of traffic. The committee discussed possible solutions: continued police patrol traffic enforcement of the area, placing a sign in the area to let drivers know if they are speeding and painting of crosswalks.

***Committee Member Wilcox moved to continue the police presence, painting crosswalks two times a year and to continue to work with the Police Chief, seconded by Committee Member Brush, the motion passed, 4-0.*

2. Fire Department update

Fire Chief Stevens updated the committee:

- The replacement costs for the fire station are coming in at \$6.1 million, he explained to the architect that he had a budget of \$5 million. The architect was able to cut out 1500 square feet and which reduced the cost to \$5.7 million.
- His concerns are that by cutting corners the community may not receive a solid structure and functionality will suffer.
- He is currently working on finalizing the USDA low interest 40-year loan and a 35% grant match and has submitted an environmental assessment on the fire training center. A mil levy will need to go out for election to help defray the building costs.

3. Police department update

Captain Baker commented there was need for a resolution for SDI Architects to proceed with Phase 2. Hardy has completed a walk through.

4. Adjournment

***Committee Member Gardner moved to adjourn the meeting, seconded by Committee Member Grenz and passed unanimously, 4-0.*

The meeting was adjourned at 6:50 p.m.

Chairperson Roxanna Brush

Recorder Linda Wilkins

March 31, 2022

Dear Councilor,

I'm sure you are aware of the ongoing commercial expansion taking place directly South of Southgate Meadows residential community. I have some concerns with the development of this property and would like your input on the following listed items:

- ❖ Storm Runoff flow is being diverted directly onto Horizon Parkway where it continues downstream on Ponderosa Drive. This constant flow is damaging our streets and curbing as it has flowed all winter creating a constant "freeze thaw" effect on our infrastructure. I'm hoping the City Engineer's office can come up with an alternative route for this constant storm runoff.
- ❖ The repeated hauling of large loads of soil/gravel is also damaging Horizon Parkway and I hope there is a requirement in the contract that provides they repair all ingress and egress routes.

Thanks

Joan Roll
5 Ponderosa Dr.
Miles City, Montana 59301

David Jewell } LOT
Elizabeth Jewell } Ponderosa
Camille Prude

Miles City Zoning Commission
P.O. Box 910
Miles City, MT 89301

March 18, 2022

Mayor Hollowell and City Council:

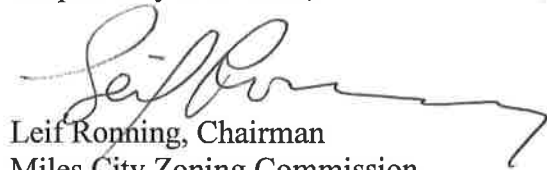
RE: 1011 N 6th St., Zone Change

The Miles City Zoning Commission conducted its public hearing on March 10, 2022 to consider the zone change to a property described as Tract 005-008 of Milwaukee Park in Section 28 Township 08 N, Range 47E, Custer County MT from Residential to General Commercial.

After reviewing comments from the hearing, the Zoning Commission recommends approval of the Zone Change at 1011 N 6th St.

Please schedule this for review by the City Council at your earliest convenience.

Respectfully submitted,



Leif Ronning, Chairman
Miles City Zoning Commission

**City of Miles City
Zoning Commission**

Meeting Minutes

March 10, 2022

2:00 P.M.

Call to Order: The Miles City Zoning Commission met for a regular meeting. Chairman Ronning called the meeting to order at 2:00 PM and requested a roll call. Board Members (BM) present were Leif Ronning, Amber Trenka and LeRoy Meidinger. Nancy Mitchell was not present and absence was excused. Others present were Public Works Director Scott Gray, Jody Kinsey served as recorder. Eric Doeden property owner was also present. A quorum was present.

Approval of Minutes: Board Chairman Ronning called for approval of minutes from May 26, 2021 meeting.

***BM Meidinger moved to approve the minutes from the May 26, 2021 as written, second by BM Trenka.*

Citizen/Visitor Request: None present.

Unfinished Business: Nothing.

New Business: Petition for zone change at 1011 N 6th St. from Residential A to General Commercial. Chairman Ronning allowed the owner Eric Doeden to give a brief overview on what he wanted to do with the property. One parcel is already General Commercial so he wants the other zoned to match.

The City received no concerns from any neighbors. BM Meidinger asked Scott Gray about the drainage on the property. Part of the upcoming 7th Street Project culverts will be addressed. BM Meidinger also asked why the land would only be used for parking. Eric Doeden stated nothing permeant can be placed on the land. No further questions from the board members.

Public Works Director Scott Gray recommends the zone change go to Council. Chairman Ronning called for recommendation.

***BM Meidinger moved that the Zoning Commission recommends to City Council that 1011 N 6th St is changed from Residential A to General Commercial, second by BM Trenka. All in favor, motion passed.*

Zone Change will go before City Council on April 12, 2022 and will be first on the agenda.

Election of Officers (Chair and Vice Chair) – Chair Ronning called for nominations for Zoning Chair. Zoning Commission member Trenka nominated Leif Ronning.

***Trenka moved for Ronning as Chair second by Meidinger; motion approved.*

Commission Member Comment: Nothing.

Adjournment: With no further business, on motion the meeting was adjourned at 2:09 PM.



Leif Ronning, Chairman
Zoning Commission

3/3/22

Dear Sir,

I am writing this letter to you to see if there is any medical relief on this bill. I thought it would be paid by insurance and was denied by all. My only income is Social Security of about \$918.⁰⁰ Monthly for a household of one.

Please let me know if there is any relief or I can pay \$5.⁰⁰ monthly. Thank you for all the services you offer in Hles City. I can send you bank records of my income if needed.

Sincerely,

Lebra Z. Nesbitt
402 Fata St
Miles City MT 59301
1-406-853-1780

Mary Rowe

From: Deborah Arndt <arndtd@solestonereimbursement.com> on behalf of Deborah Arndt
Sent: Thursday, January 13, 2022 9:19 AM
To: Mary Rowe
Subject: RE: Write-off for deceased patient

Hello Mary,
Thanks for your fast response. The patient call numbers are as follows:
21-0992 – Balance 91.85
21-1340 – Balance 116.85
21-1491 – Balance 117.08

It looks like Medicare paid on all of these and the balances remaining are the copays.

The patient has one more call, 21-1620, that it looks like we are still currently billing. We just sent that claim on 1/12. It is a hospice claim, so I don't think there will be a balance.

Thank you again! Please let me know if you need any more information.
Best,
Deborah
arndtd@solestonereimbursement.com

From: Mary Rowe <cityclerk@milescity-mt.org>
Sent: Thursday, January 13, 2022 8:45 AM
To: Deborah Arndt <arndtd@solestonereimbursement.com>
Subject: RE: Write-off for deceased patient

Good morning Deborah,
There is a process in place to have charges written off, it tends to be a little lengthy, but if you could provide the call number and the amount, I can get it started. It first will go through the Finance Committee, then through City Council. Once approved, I will send over the write-off approval. Let me know if you have any questions.

Thank you 😊,

Mary Rowe
PO Box 910
17 S 8th Street
Miles City, MT 59301
406-874-8602 (ph)
406-234-2903 (fx)
Website- <http://milescity-mt.org>
E-mail- cityclerk@milescity-mt.org

Public Hearing
&
Unfinished Business

ORDINANCE NO. 1352

AN ORDINANCE GRANTING TO MONTANA-DAKOTA UTILITIES CO., A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE AND RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE, WITHIN AND UPON, IN AND UNDER THE STREETS, ALLEYS AND PUBLIC GROUNDS OF THE

CITY OF MILES CITY, CUSTER COUNTY, MONTANA

A NATURAL GAS DISTRIBUTION SYSTEM FOR TRANSMITTING AND DISTRIBUTING NATURAL OR MANUFACTURED GAS, OR A MIXTURE OF BOTH, FOR PUBLIC AND PRIVATE USE.

BE IT ORDAINED BY

THE CITY COUNCIL, CITY OF MILES CITY, CUSTER COUNTY, MONTANA:

SECTION I. For convenience, herein, said municipal corporation is designated and referred to as "Municipality" and Montana-Dakota Utilities Co. is designated and referred to as "Grantee." Any reference to either includes their respective successors and assigns.

SECTION II. There is hereby granted to Montana-Dakota Utilities Co., a corporation, Grantee, its successors and assigns, subject to the limitations herein stated, the right and franchise to occupy now and use the streets, alleys and public grounds of the Municipality as now, or hereafter constituted, for the purpose of constructing, maintaining, and operating, within, upon, in and under the same, a natural gas distribution system for transmitting and distributing natural or manufactured gas, or a mixture of both, for public and private use.

SECTION III. Grantee shall maintain an efficient distribution system for furnishing natural or manufactured gas, or a mixture of both, for public and private use at such reasonable rates as may be approved by the Public Service Commission of the State of Montana and under such orders, rules or regulations as may be issued by a federal or state agency having jurisdiction thereof.

SECTION IV. This franchise shall not be exclusive and shall not be construed to prevent the Municipality from granting to any other party the right to use the streets, alleys, and public grounds of the Municipality for like purposes.

SECTION V. The Municipality reserves any right it may have, under its police power, or otherwise, to control or regulate the use of said streets, alleys, and public grounds by Grantee.

SECTION VI. Unless otherwise provided in any permit or regulation of the Municipality under separate ordinance, Grantee may trim trees and shrubs in and over the streets, alleys and public grounds to the extent Grantee determines is necessary to avoid interference with the construction, operation, maintenance and repair of the natural gas distribution facilities, provided Grantee shall hold the Municipality harmless from any liability arising therefrom.

SECTION VII. Grantee shall indemnify and save and hold the Municipality harmless from any loss or damage due to the construction, installation, and maintenance of its distribution system,

and its use of the streets, alleys, and public grounds of the Municipality. The Municipality shall not be indemnified or held harmless for losses, claims, or causes of action caused through its own negligence or that of its agents, employees, or contractors.

SECTION VIII. Grantee shall have the right to assign this franchise to any party, or corporation, but all obligations of Grantee hereunder shall be binding upon its successors and assigns.

SECTION IX. Within thirty (30) days after Grantee is notified of passage and final approval of this Ordinance, Grantee shall file with the clerk or auditor of the Municipality its written acceptance of this franchise.

SECTION X. This franchise shall continue and remain in full force and effect for a period of twenty-five (25) years from the date upon which this ordinance shall become effective as provided by law.

SECTION XI. This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 22nd day of March, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 26th day of April, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

ACCEPTANCE OF FRANCHISE

Montana-Dakota Utilities Co., a corporation, hereby accepts the terms and conditions of that certain Ordinance No. 1352 enacted by the governing body of the City of Miles City, Custer County, Montana, the same being an ordinance granting to Montana-Dakota Utilities Co., its successors and assigns, a franchise to construct, maintain and operate, within and upon, in and under the streets, alleys and public grounds of said City of Miles City, Custer County, Montana, a natural gas distribution system for transmitting and distributing natural or manufactured gas, or a mixture of both, for public and private use, and defining the extent and conditions of such rights and privileges, which ordinance was duly and finally passed, adopted and approved by the governing body of the City of Miles City on the 26th day of April, 2022.

Dated this _____ day of _____, 2022.

Montana-Dakota Utilities Co.

By _____
Eric P. Martuscelli
Vice President – Field Operations

ATTEST:

Secretary

I, the undersigned, being the City Clerk of the City of Miles City, State of Montana, do hereby certify that I received the within Acceptance of Franchise on this _____ day of _____, 2022, and on said date duly filed the same in my office.

Mary Rowe, City Clerk

RECORD OF FRANCHISE PROCEEDINGS
CERTIFIED TO BY CITY CLERK

STATE OF MONTANA)
) SS
COUNTY OF CUSTER)

I, the undersigned, City Clerk of the City of Miles City, Custer County, Montana;

DO HEREBY CERTIFY, that I compared the attached copies of proceedings and documents pertaining to the natural gas franchise granted to Montana-Dakota Utilities Co. by said municipality as evidenced by Ordinance No. 1352 passed by the governing body of said municipality on the 26th day of April, 2022, with the originals of which said documents purport to be true and complete transcripts, and that each of the attached copies is a true and exact copy of such original instruments, viz:

1. Application of Montana-Dakota Utilities Co. for a natural gas franchise.
2. Affidavit of publication of the notice of public hearing for Ordinance No. 1352.
3. The meeting minutes of the City Council for the dates of March 22nd and April 26th, 2022, confirming first and second reading and passage of said Ordinance, along with the record of discussion and protests as to the same.
4. Acceptance of franchise, including this official's certification of filing the same.

I HEREBY FURTHER CERTIFY that all of the originals of the above-mentioned documents are on file in my office and that insofar as I have knowledge or am informed all of the legal requirements of the by-laws of the governing body of said City of Miles City and the statutes of the State of Montana governing the enactment of such ordinance granting such a franchise have been fully and properly complied with.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said City of Miles City, this _____ day of _____, 2022.

Mary Rowe, City Clerk
City of Miles City, Custer County, MT

New Business

ORDINANCE NO. 1353

AN ORDINANCE AMENDING SECTIONS 20-39 AND 20-41 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY PERTAINING TO SIDEWALK CONSTRUCTION AND PUBLIC WORKS STANDARDS

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

Section 1. Sections 20-39 and 20-41 are amended to read as follows:

Sec. 20-39. - Public works standards adopted.

The City of Miles City hereby adopts and incorporates by reference the most recent Montana Public Works Standard Specifications, a copy of which shall be on file with the city clerk.

Sec. 20-41. - Construction of sidewalks and driveways.

- (a) Permit. Any person who wishes to construct a sidewalk must first obtain a building permit from the city operations office.
- (b) Grade. Grade for sidewalks shall not exceed one-quarter inch (1/4") per foot, sloping toward the street. Grade for driveways shall not exceed one and one-half inch (1.5") per foot, sloping toward the street or alley.
- (c) Sidewalk Location. The first person to construct a sidewalk on any one block shall establish the location. There are two locations which are acceptable to the city:
 - (1) A six-foot sidewalk one foot outside the property line.
 - (2) A six-foot sidewalk adjacent to the curb. Curb sidewalks are not allowed on arterial streets because they interfere with snow removal.
- (d) Width. All city sidewalks must be six feet wide.
- (e) Areas where construction required. All persons who reside within a six-block radius of a church, school, convenience store or supermarket shall construct a city sidewalk.
- (f) Variances. Any person who wishes a variance in size, grade, or location of a city sidewalk or driveway shall obtain a variance from the Board of Appeals.

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

Said Ordinance read and put on its passage this 26th day of April, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 10th day of May, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

ORDINANCE NO. 1354

AN ORDINANCE REPEALING SECTION 23-37 AND 23-80 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, AND ENACTING A NEW SECTION 23-2 REGARDING "ADMINISTRATION RULES OF THE CITY OF MILES CITY WATER AND SEWER SERVICES, ACCOUNTS, DELINQUENCIES AND TERMINATION"

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

Section 1. There is hereby enacted a new Section 23-2, entitled *Administrative rules*:

23-2. – Administrative Rules. There is hereby adopted the “Administrative Rules and Regulations of the Public Utility Department of the City of Miles City.” Said rules apply to Articles II and III, below. The City Council is authorized to make amendment to said administrative rules by passing a resolution, following a public hearing, and depositing the updated administrative rules with the office of the City Clerk.

Section 2. City Code Sections 23-37 and 23-80 are hereby repealed.

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

Said Ordinance read and put on its passage this 26th day of April, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 10th day of May, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

Administration Rules of the City of Miles City Water and Sewer Services, Accounts, Delinquencies and Termination

1.0 General

- 1.1 Intent and Purpose. The intent and purpose of these rules and regulations is to provide the residents of the City with efficient and economical water and sewer service, and to clearly establish a policy for providing these services to the users (customers) of this system.
- 1.2 Authority. These rules and regulations are enacted pursuant to the authority granted the City under Montana codes and City of Miles City municipal codes and administrative rules. These include **MCA 7-13-4304-4313**
- 1.3 Reference. Also applicable is the Miles City Code- **Ch. 23 Articles II and III.**
- 1.4 Jurisdiction. The jurisdictional area of these rules and regulations shall include all areas within the corporate city limits, and any other locations where users are provided water or sanitary sewer service by the City of Miles City.
- 1.5 Application. These rules are hereby made part of a Contract with every customer which is provided water and sewer service. Every customer making application for such service or accepting such service, shall be bound by the rules herein.
- 1.6 Access. Access to a customer's premise is authorized at all reasonable hours by City staff to all parts of the building or premise where water is delivered or sewer service is provided for the purpose of inspecting the condition of pipes and fixtures, servicing the meter, monitoring, or turning on or off water or sewer service. Notice shall be given for such access, except notice will not be required in an emergency situation.
- 1.7 Payment for Service. Montana law prohibits a municipality from providing water or sewer service to anyone without receiving payment for such service.

2.0 Agreements and Notices

The following agreements pertain to providing water and sewer service to individual customers, and the following notices may be issued pursuant to this policy.

- a. **Customer Information Sheet** - Required of all customers when they request service.
- b. **Contract For Services** - Required of all customers when they request service.
- c. **Seller or Landlord Rental Agreement Form**- Required by all real property owners who are selling property on a contract, and any landlords who own and rent real property, if they wish the City to bill the purchaser, tenant.
- d. **Agreement For Payment Of Past Due Accounts (Contract)**- Required when full payment of a delinquent amount cannot be made immediately.
- e. **Final Disconnect Notice**- A forty eight hour door hanger notice issued to the customer for failure to bring account current within 10 days of the past due date.
- f. **Termination Notice**- A notice of no contract for water/ sewer services with the City of Miles City. This is a forty eight hour notice hung on the door of the residence.
- g. **Water/Sewer Shut off Notification Letter**- Mailed to the Seller or Landlord of a property that has been disconnected for non-pay, following the Final Disconnect Notice issued to tenant.
- h. **Request for ACH Payment Form**- Required of all customers whom wish to participate in the ACH payment option which the City of Miles City provides.

In addition to Agreements a and b above, all appropriate hookup, connection, and turn on fees must be paid prior to commencing service.

3.0 Service Lines

The following items pertain to the water and sewer service lines:

- a. The customer shall own both the water and sewer service lines in their entirety, from the point-of-usage to the City water curb stop and to the sewer main. The customer shall keep their service lines in a good state of repair.
- b. The City shall own from the curb stop to the water main and the meter and associated meter readouts. The user shall provide an acceptable location for and easy access to the meter.
- c. All other appropriate administration rules and City ordinances shall apply, including those relating to excavation in the streets, asphalt and concrete surface repairs, bonding for plumbers and excavators, and sewer use.
- d. All taps on City water mains shall be made by the City.
- e. All sewer taps shall be by a licensed plumber.
- f. All excavation shall comply with OSHA regulations and City SOP #91.0900.
- g. All water and sewer service materials and methods of installation shall comply with the Uniform Plumbing Code.
- h. All excavation and installation or repairs to service lines shall be inspected by the City prior to covering them.
- i. Access is to be provided to the meter and meter readout at all times.
 - j. If the curb stop does not work or is not accessible, it shall be repaired at the earliest convenience to an operating condition or relocated to where it is accessible. This is the responsibility of the City.
 - k. The customer shall be responsible for all damage and necessary repair to the water and sewer service lines and for any resulting property damage from leaks or breaks of these lines. No claim shall be made against the City due to any damage resulting from the water or sewer service lines, or for any failure to provide water or sewer service.
 - l. If a leak is found in the street and is doubtful whether the water is from the City main or the customer service line, the City will determine where it is from. This may involve excavation to the leak. If the leak is found to be from the main, or service line to the curb stop, the City will make all repairs but if it is found to be the service line, after the curb stop, the customer will be notified immediately and must take charge of the excavation, repair the leak, replace the street and be responsible for all damages which may result. If the customer does not make the repairs at once, the City will proceed and bill all labor, equipment and materials against the property. In the event that this bill is not paid, it shall be handled per Sections 5.0 and 6.0 of this rule.

4.0 Landlord/Tenant

The seller or landlord, as the owner of the real property receiving service, has the ultimate responsibility for the payment of charges for water and sewer services to a property. The City will bill the tenant for these services provided the **Seller or Landlord Rental Agreement Form** has been properly completed by the seller or landlord. The purchaser or tenant must sign a Contract for Service and make a deposit, or adequate letter of credit or reference, pursuant to Section 7.0, if they are to be billed.

The final bill for all purchasers or tenants will be sent in care of the seller or landlord. The seller or landlord will then have thirty days to pay the final bill, and all past due charges left by purchaser or tenant. If charges are not paid on the service address that the charges were accrued the process in Section 5.0 will then be followed.

5.0 Delinquencies

Water bills are sent out the first week of each month and payment is due the first business day of the following month.

Due dates are printed on the bill. Payments not received in the Utility's Billing office on or before the due date are late.

The shut off date is printed on the bill and will be 10 days after the due date. Bills not paid by the shut off date on the bill will be disconnected and disconnection/reconnection fees will apply. If payment is not received within the 10 day period, a **Forty Eight Hour Final Notice Door Hanger** will be delivered in person to the account holder, or posted in a prominent place at the property receiving service (and if the customer at said property is a tenant, a copy will be mailed to the landlord), stating the account is past due and subject to disconnection. Service will be disconnected forty eight hours after the shut off notice hanger is delivered. The notice shall state the date shut off is scheduled, the total balance due (which includes all amounts which have been billed, regardless of whether such amounts have become delinquent or not), any deposit which is required on the account pursuant to Section 7.0, a \$20.00 late payment penalty fee, and shall state the total amount due. The \$20.00 penalty fee will be charged to the account the day after the payment due date. **Services will not be disconnected for nonpayment on Fridays or the day before an observed holiday.** Penalty fees apply to tenant only and will not be passed on to the landlord of the property. Service will then be terminated unless payment is received or an **Agreement for Payment of the Past Due Account** form is arranged between the City and the customer and or landlord.

Once service is disconnected for non-pay, a \$35.00 Re-Connect Fee, pursuant to Section 6.0, will be added to total amount due. Re-connect fees apply to the customer only, and will not be passed on to the landlord of the property in the event the customer is a tenant.

A customer has the option to make payment arrangements with the City for past due amounts through an **Agreement for Payment of Past Due Accounts** form, so long as service has not yet been disconnected. If the customer has a \$20.00 late payment penalty fee, or a deposit required on their account, this amount must be paid before making the written agreement for payments, and may not be added into the amount to be repaid pursuant to the agreement. Payment plans shall not exceed 6 months unless approved as discussed under Section 10.0. When a delinquent amount is being paid off over time, the current bill must be paid by its due date, or the service shall be disconnected without further notice. The monthly payments shall be at least \$20 per month plus the current bill. If payments under the **Agreement for Payment of Past Due Accounts** are not honored by the customer, services will be terminated without further notice. Once service is terminated, it will not be restored until the entire balance is paid, along with Re-Connect Fee pursuant to Section 6.0, and a deposit in the amount required pursuant to 7.0, of the Administration Rules of the City of Miles City. Customer must be actual account holder/ or spouse to make arrangements using this form.

It is a criminally chargeable offense to forge a signature or impersonate a contracted customer, and all suspected incidences of the same shall be reported to local law enforcement. If a purchaser or tenant signs an **Agreement for Payment of Past Due Accounts** form, and defaults on payments, the account will be finalized and past due balance will become the seller's or landlord's responsibility. Seller or landlord will be sent a copy of the **Agreement for Payment of Past Due Accounts** form.

Payments must be made to City Hall water department. Payments will not be accepted by field staff.

As allowed by **MCA 7-13-4309**, a delinquent water or sewer charge may become a tax lien upon the real property, at the discretion of the City. The City may utilize a collection agency to recover past due amounts as they deem appropriate. Properties which receive services through a water or sewer district agreement with the City may have delinquent amounts charged to the district, at the discretion of the City, and if allowed under such agreement.

Any other bill regarding water or sewer services, such as a turn-on or turn-off fee or repairs, may be handled in the above manner relating to water or sewer service.

6.0 Discontinuation of Service

Disconnections may include shutting off the curb stop and/or as allowed by **MCA 7-13-4309** delinquent water or sewer charges may become a tax lien upon the real property, at the discretion of the City. The City may utilize a collection agency to recover past due amounts as they deem appropriate.

A **Termination Notice** will be hung on a residence door, if the City does not have a current contract for service. This notice prompts the new resident to come sign up for new service with the City Water Department.

If Water/Sewer Services are terminated due to non-pay, a \$35.00 Re-connect Fee will be charged as well as the entire past due balance stated in Section 5.0, and additional deposits required pursuant to Section 7.0. The \$35.00 Re-connect fee and all other charges must be paid before service is turned back on.

Service shall be discontinued if payment is not received prior to the shutoff date, unless an Agreement for Payment is made within the time frames established in Section 5.0. Service may also be discontinued immediately as stated in Section 9.0 for violation of any unlawful acts.

A 10-day notice for disconnection may be given for failure of a customer to maintain his water or sewer service line or other appurtenances in good repair, provided the notice describes the deficiency that the customer must rectify.

The City also reserves the right to temporarily shut off water service at any time without notice for the purpose of making repairs or extensions to their system.

7.0 Deposits

An initial deposit of \$150.00 will be assessed for new accounts. This initial deposit may be waived by the City, at its discretion, if adequate evidence of creditworthiness is provided to the City, in the form of references or a letter of credit. Such reference or letter of credit must clearly establish a history of timely payments over the past 12 month period of water or sewer services, other utilities, or payments for other similar service or obligation which is billed and paid on a recurring monthly basis. This deposit will be held for not less than a period of one year. If, during the 12 month period following the payment of the deposit called for herein, if all payments are made within 30 days of the billing date, the deposit on file will be applied to the latest bill, or applied to final bill if service is disconnected prior to 12 months following the date of deposit. Any amount remaining after the final bill is paid shall be refunded.

A purchaser or tenant's deposit will be applied to final bill for the address they are moving out of. If the tenant is signing up for a new address a new deposit will be required. Any remaining credit balance after final bill is paid will be refund to tenant. The same procedure shall apply to a purchaser who is surrendering property which was being purchased.

If service has been disconnected and finalized, meaning the previous hundred and fifty dollar deposit has already been applied to the account, a \$200.00 minimum deposit shall be required to have services restored, as well as all past due balances, and all applicable fees paid in full. If a deposit is required after the termination of service a second time, and the deposit has already been applied to the account, the minimum required deposit shall be \$250.00.

If a customer becomes delinquent and receives a **Forty Eight Hour Final Notice**, the customer is required to bring any existing deposit amounts, including grandfathered deposit amounts, up to the current deposit amount required under this policy to prevent shutoff. By way of example, a customer who has a \$50.00 deposit on file (a grandfathered deposit amount), or a deposit which has been waived by reason of the customer having provided adequate references, would be required to bring the deposit amount on their account up to \$150.00 in order to prevent shutoff once a **Forty Eight Hour Final Notice** has been issued. Failure to bring an account deposit up to current amounts pursuant to this provision will result in water being shut off, even if all other amounts due, including penalties, have been paid.

No interest will be paid on deposits.

8.0 Turn-on/Turn-off

Services can be turned on or off by the City upon request should the home or building be temporarily vacant, snow birds, or repairs needed or as allowed under Section 6.0. These accounts must be paid in full, according to and following the regular billing schedule, to turn services back on. There are no fees to turn- on/ turn-off for the initiation of service or because repairs are needed if it is during normal business hours. After hour call outs for service will be billed to customer. If service is shut off for non-pay as stated in Section 5.0, there is a \$35.00 Re-connect Fee.

Only the City may operate the curb stops. The City will not be liable for any damage to persons or property that may result by turning on or off a service.

9.0 Unlawful Acts

Unlawful acts include:

- Violation for noncompliance with any applicable federal, state or local laws, rules or regulations.
- Unauthorized tampering with the meter, curb stop, or other part of water or sewer service line.
- Non-compliance with the sewer use ordinance.
- Maintaining a cross connection or allowing the entry of non-potable water into the City water system.
- Failure to fulfill contractual obligations for service.
- Failure to permit reasonable access to the meter, curb stop or other equipment or areas of the premise related to water or sewer service.
- Extending water or sewer service to another building or location without receiving permission.
- Intentionally damaging or breaking the seal on a meter.
- Operating the curb stop, or making any change in the water or sewer service connection without permission of the City.

Service may be discontinued immediately upon committing an unlawful act. The penalty for committing an unlawful act includes the turn-on fees and deposits discussed above or any other recourse allowed the City under state and local laws, rules or regulations.

10.0 Appeals

If a customer wishes to appeal any decision relating to water or sewer service, they must make this appeal in writing and present it to the City Clerk. Water/ Sewer Department Appeal Forms are available in the Finance or Water/Sewer Department. Once the Appeal Form is returned to the City Clerk, meeting will be scheduled at all parties' earliest convenience. The Clerk, in consultation with the Mayor, Utilities Director, and Utility Billing Clerk will make an initial determination on the appeal. These findings will be recorder on the Water/ Sewer Department Appeal Findings Form. If the customer is not satisfied with the response, (findings of the appeals committee), they may appeal their issue to the Finance Committee of the Council.

Similarly the City Clerk, in consultation with the Mayor, Utilities Director, and Utility Billing Clerk may make other reasonable terms for payment of a past due account should the procedures outlined above not be sufficient. They may extend the agreement for payments up to an additional 90 days. Any extension past 3 additional months shall be approved by the Finance Committee as a special hardship case. Any forgiving of an amount owed shall also be by the Finance Committee. If the matter goes to the Finance Committee, the customer shall attend the meeting if requested.

The appeals process shall not extend any deadlines for termination of service or making payments. Therefore all required payments must be made during the appeal process.

There may be only one appeal of an overdue balance on an account and no appeal for failure to make timely payments.

11.0 Payment Types

The City of Miles City accepts four types of payments. Cash, Check, Credit Card, or ACH (Automatic Withdraw Payment). Payments by Cash or Check can be mailed to the city, brought into office or placed in either two drop boxes for payment's, one is located on the outside driveway of City Hall, and one at Albertsons grocery store. Credit card payments can be made in office, by phone, or online at the City's website. ACH payment arrangements can be made with the City of Miles City, by filling out a **Request for ACH Payment Form**. ACH payments will be that of the monthly utility amount due on the customer's account. It will be automatically withdrawn from the customer's Checking or savings bank account each month.

12.0 Bulk Water

Bulk Water is a service provided by the City Water Department, and billed by the Finance Department through invoice. Customers are able to purchase large quantities of water ("bulk water") by contacting the Fire Department. A \$5.00 service fee shall be charged for each occasion a customer fills bulk water from the Miles City Fire Department. There is no limit as to how much water a customer may purchase on each occasion. The fee for the water is based off the current City waters rate schedule for a 5/8" meter base fee and overage rates.

The Fire Department will keep track of all bulk water fills and water taken by a customer using a bulk water tracking sheet. Each customer will have their own sheet, and gallons taken will be logged each billing cycle. Every three months the Fire Department will turn in the bulk water tracking sheets to the finance department, where total gallons and number of fills will be tallied and billed.

A billed invoice will be due 30 days from the bill date. After that date the bill will be delinquent and a past due notice invoice will be sent. The customer then has 30 day from the delinquent notice bill date to make payment in full. If a bill goes unpaid for 30 days after the delinquent notice date, a \$150.00 Deposit will be required. The deposit must be placed on the account prior to the customer being allowed to make any further bulk water fills. This deposit along with the full amount due from bill must now be paid in full before any more bulk water is sold to customer. This deposit will be held for not less than a period of one year. If, during the 12 month period following the payment of the deposit called for herein, if all payments have been made within 30 days of the billing date, the deposit on file will be refunded.

AGREEMENT FOR PAYMENT OF PAST DUE ACCOUNTS

CUSTOMER: _____

LANDLORD: _____ LANDLORD ADDRESS: _____

SERVICE LOCATION: _____

ACCOUNT: _____

I agree to pay the PAST DUE balance of \$ _____ on the above account number as follows:

1. Payment in FULL on OR before ____/____/____
2. Making payments as per specified dates below.

❖ In addition to a portion of the PAST DUE balance; I agree to pay the current balance of my account by or on the due date of the current monthly bill.

PAST DUE DUE DATE	AMOUNT DUE	AMOUNT PAID & Int.	CURRENT BILL DUE DATE	AMOUNT DUE	AMOUNT PAID & Int.
____/____/____	\$ _____	\$ _____ ()	____/____/____	\$ _____	\$ _____ ()
____/____/____	\$ _____	\$ _____ ()	____/____/____	\$ _____	\$ _____ ()
____/____/____	\$ _____	\$ _____ ()	____/____/____	\$ _____	\$ _____ ()
____/____/____	\$ _____	\$ _____ ()	____/____/____	\$ _____	\$ _____ ()
____/____/____	\$ _____	\$ _____ ()	____/____/____	\$ _____	\$ _____ ()
____/____/____	\$ _____	\$ _____ ()	____/____/____	\$ _____	\$ _____ ()

DATE: ____/____/____

CUSTOMER SIGNATURE: _____ Phone # _____

APPROVED BY: _____

IF SERVICE IS TERMINATED, THE CUSTOMER WILL BE RESPONSIBLE FOR THE ENTIRE AMOUNT DUE INCLUDING A RECONNECT FEE OF \$35.00, PLUS A DEPOSIT in the amount required pursuant to 7.0 of the Administration Rules of the City of Miles City.

A COPY OF THIS AGREEMENT WILL BE SENT TO YOUR LANDLORD.

IF THIS AGREEMENT IS NOT HONORED BY THE CUSTOMER, SERVICE WILL BE TERMINATED WITHOUT FURTHER NOTICE.

**SELLER / LANDLORD RENTAL AGREEMENT FORM
CITY OF MILES CITY**

Date: _____

Owner Name: _____

Phone #: _____ Work #: _____

Owner's Mailing Address: _____

I, _____, owner of the below mentioned property/ies, request the City of Miles City to bill my tenant/ s for City Utility services.

I understand that the City will not begin or continue billing my tenant/s until the City has received this written request, as well as a signed Contract for Services, and deposit received by the tenant. I also understand that the City will read the meter at the earliest opportunity upon receiving a contract from a new tenant. The termination date for my account will be the date the meter is read.

I do hereby acknowledge that as the property owner, I am responsible for the water and sanitary sewer charges on the bill not paid by the tenant. Further, I understand the following tenant billing policy and my responsibilities as owner of the below listed property/ies:

- Water and Sewer charges remaining from any prior renter must be paid 30 days after the tenant has moved out. If charges are not paid in the 30 days following final bill, the termination process in Section 5.0 of the, **Administration Rules of the City of Miles City Water and Sewer Services, Accounts, Delinquencies and Termination**, will be followed, and any past due amounts pertaining to the property may be treated as public information and be released to third parties upon request.
- Penalty fees and Re connect fees apply to tenant only and will not be passed on to the landlord.
- If a tenant defaults on an **Agreement for Payment of Past Due Accounts** form, the remaining past due balance will be the landlord's responsibility. Landlord will receive a copy of the **Agreement for Payment of Past Due Accounts** form tenant signs.
- Unpaid water/ sewer charges will become a tax lien against the property. **MCA 7-13-4309**
- Owner is responsible to notify the City of any changes in billing. If a tenant contacts the City to request a final bill, the account will automatically revert back to the owner's name.
- The owner will receive duplicate copies of delinquent notices whenever the tenant's account is overdue.
- Owners that have managers/agents managing the property must have a letter on file with the City authorizing that individual to make decisions for that property. Without that authorization the City will only work with the owner.

Rental Address: _____ Rental Address: _____

Rental Address: _____ Rental Address: _____

By Order of

City Clerk

(This is now a door hanger)
Final Disconnect Notice

City of Miles City
Water and Sewer Department
PO Drawer 910
Miles City, MT 59301
Phone: 406-234-3462

Customer Name _____
Service Address _____

Date : _____

Account# _____

A **Past Due Notice** was sent to you on _____ by mail, warning you that your water/sewer account was past due, and that your services would be terminated on _____ unless terms of the notice were met prior to disconnect date.

Terms of that notice have **NOT** been met, therefore your water/ sewer service at the above referenced service address will be discontinued on _____ @ _____ unless payment (Total Due listed at bottom of page) is received by, or written arrangements made with, our office.

WE WILL ACCEPT CASH, CREDIT CARD, OR MONEY ORDER ONLY!!!!

A \$35.00 Re-Connect Fee will be added if service is terminated. Any other costs incurred during the termination of utility service will be the responsibility of the property owner and will be due before service is continued. The City accepts credit card payments through paygov.us.com or through a link on the City of Miles City website, miles-city-mt.org. You can also pay by phone at 1-866-480-8552, or in the City Water Department office at City Hall. A convenience fee will be assessed to each transaction made using your card.

Balance Due \$ _____

Penalty Fee **\$20.00**

Deposit Due \$ _____

Total Due \$ _____

By Order Of _____
City Clerk

Past Due Notice Letter – Seller / Landlord

City of Miles City
Water and Sewer Department
PO Drawer 910
Miles City, MT 59301
Phone: 406-234-3462

Date

Customer Name
Address
City State Zip

Account Number

Past Due Account Number

Payment of your water and/ or sewer account at (Service Address) is past due. We are required to disconnect utility service to the property on (Disconnect date), unless the past due amount of (Amount due) is paid before that date.

If payment is not received or written arrangements made with our office prior to (Disconnect Date), services will be terminated. Please note that our office will hang a 24 hour disconnection notice on the door of the above listed service address, as to notify the current resident.

A \$20.00 late payment penalty fee will be assessed to the account on (Disconnect Date), and a \$35.00 re-connect fee will be assessed if services are terminated. A deposit in an amount between \$150.00 and \$250.00 pursuant to Section 7.0 of the Administrative Rules of Miles City shall also be required.

The City accepts credit card payments through paygov.us.com or through a link on the City of Miles City website, miles-city-mt.org. You can also pay by phone at 1-866-480-8552, or in the City Water Department office at City Hall. A convenience fee will be assessed to each transaction made using your card.

By Order of

City Clerk

(Letterhead)

We are issuing this 48-hour termination notice for water and sewer as we do not have a contract for services with you at this time. If you wish to avoid termination of services you must come to our office at 17 S 8th Street before _____ o'clock on _____.

We require either a letter of credit from another utility company or account where you have established good credit during the last year, or a deposit in accordance with Section 7.0 of the Administrative Rules of the City of Miles City. This deposit will be kept with your account for one year and if the account is kept current it will be applied to your account at that time. If you have any questions please call our office at 234-3462.

City Clerk
City of Miles City

(Letterhead)

Water/Sewer Shut off Notification Letter

Dear Seller / Landlord,

You are hereby notified that your purchaser / tenant at (Service Address), (Tenant Name), was shut off for non-pay on (Shut off date). The remaining balance is (Balance).

Please note your tenant has 30 days to pay the balance in full on this account, and restore services. If payment is not made, as per the Seller / Landlord Rental Agreement, we will finalize the account and the balance will become your responsibility. All balances must be paid before water/sewer services are restored to above listed property.

If you have any questions or need further clarification, please feel free to contact me at 406-234-3462.

City Clerk
City of Miles City

Request for ACH Payment Form

Customer Name: _____ **Phone Number:** _____

Bank Name: _____

Bank Routing Number: _____

Bank Account Number: _____ **Checking** ____ **Savings** ____

Each customer must provide the bank name, bank routing number and bank account number.

Customer's Name Street Address City, State, ZIP	Check No. 00403
PAY TO THE ORDER OF _____	\$ _____
_____ Dollars	
Bank Name Street Address City, State, ZIP	
⑆044 204 224⑆ 02999999999⑆00403	
This is the location of the 9 digit Transit Routing Number for your Bank.	This is where you will find your account number.

I (we) hereby authorize The City of Miles City Water/Sewer Department to electronically debit my (our) account (and, if necessary, electronically credit my (our) account to correct erroneous debits). Amount of debits will vary month to month based on account balance.

I (we) understand that this authorization will remain in force and effect until I (we) notify The City of Miles City Water/Sewer Department in writing at 17 S. 8th St that I (we) wish to revoke this authorization. I (we) understand that The City of Miles City Water/Sewer Department requires at least 15 days prior notice in order to cancel this authorization.

Signature _____ **Date** _____

Signature _____ **Date** _____

Electronic fund transfers can only be done with banks in the United States

For Water/Sewer Department use only:

Customer Name: _____ Start Date of ACH: _____
Account Number: _____
Service Address: _____

(Letterhead)

Water/ Sewer Department Appeal Form

Appeal Number# _____

Customer Name: _____

Phone Number: _____

Service Address: _____ Account # _____

Appeal Subject/ Description:

- ❖ Please request any additional information regarding your water/ sewer account you may need from the Utility Billing Clerk.

- ❖ Attach all extra paperwork to this form for review. Present Appeal form to the City Clerk.

Signature of Appellant _____ Date: _____

10.0 Appeals

If a customer wishes to appeal any decision relating to water or sewer service, they must make this appeal in writing and present it to the City Clerk. The Clerk, in consultation with the Mayor, Utilities Director, and Utility Billing Clerk will make an initial determination on the appeal. If the customer is not satisfied with the response, they may appeal their issue to the Finance Committee of the Council.

Similarly the City Clerk, in consultation with the Mayor, Utilities Director, and Utility Billing Clerk may make other reasonable terms for payment of a past due account should the procedures outlined above not be sufficient. They may extend the agreement for payments up to an additional 90 days. Any extension past 3 additional months shall be approved by the Finance Committee as a special hardship case. Any forgiving of an amount owed shall also be by the Finance Committee. If the matter goes to the Finance Committee, the customer shall attend the meeting if requested.

The appeals process shall not extend any deadlines for termination of service or making payments.

Therefore all required payments must be made during the appeal process.

There may be only one appeal of an overdue balance on an account and no appeal for failure to make timely payments.

(Letterhead)

Water/ Sewer Department Appeal Findings Form

RESOLUTION NO. 4456

A RESOLUTION COMMITTING CERTAIN FUNDS FOR THE N. 7TH/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 Five Hundred Thousand and no/100 Dollars (\$2,500,000.00) of the City of Miles City's Water Funds, and Eight Hundred Thousand and no/100 dollars (\$800,000.00) of the City of Miles City's Sewer Fund, and Six Hundred Thousand and no/100 dollars (\$600,000.00) of the city of Miles City's Maintenance District 204 Funds toward the construction of the N. 7TH / 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.

3. This resolution supersedes and replaces Resolution No. 4444.

SAID RESOLUTION PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 26TH DAY OF APRIL, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4457

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT ENTITLED "STATE OF MONTANA AGREEMENT MT-22-023" WITH THE STATE OF MONTANA HISTORIC PRESERVATION OFFICE FOR PARTIAL FUNDING OF THE HISTORIC PRESERVATION OFFICER POSITION.

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

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

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

1. The "State of Montana Agreement MT 22-023", attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 26TH DAY OF APRIL, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

**STATE OF MONTANA AGREEMENT
MT-22-023**

This Grant Agreement (the "Agreement") is hereby made between the City of Miles City, PO Box 910, Miles City, MT 59301, DUNS No. 134230325 (the "Subgrantee") and the Montana State Historic Preservation Office (SHPO), Montana Historical Society (MHS), 225 North Roberts, PO Box 201202, Helena, Montana 59620-1202 (the "Grantor" or the "State"). Liaison for the Subgrantee is John Hollowell, Mayor and Interim Historic Preservation Officer (HPO). Liaison for the Grantor is Kate Hampton, Community Preservation Coordinator.

The State expects to be awarded grant monies from the U.S. Department of the Interior, the National Park Service under the Historic Preservation Fund for the federal grant period beginning October 1, 2021, and ending September 30, 2023. The funding for this agreement is provided by this award, CFDA number 15.904, Historic Preservation Fund Grants-In-Aid. The Federal Award Identification Number assigned by the National Park Service is yet to be determined.

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

1. EFFECTIVE DATE, DURATION, AND RENEWAL

This Agreement shall take effect on April 1, 2022, and shall terminate on March 31, 2023, unless a new termination date is set or the Agreement is terminated as provided in this Agreement. Total payments by the Grantor for all purposes under this Agreement shall not exceed \$2,000.00. In the event that the Grantor does not receive full funding from the National Park Service (NPS), the total grant award may be reduced, as outlined in "The Montana Certified Local Governments Manual." Payment shall be made on a reimbursement basis by request of Subgrantee to the Grantor.

In no event is this Agreement binding on the State unless the State's authorized representative has signed it. Any legal counsel signature approving legal content of the Agreement and any procurement officer signature approving the form of the Agreement do not constitute an authorized signature.

2. SERVICES AND/OR SUPPLIES

The Subgrantee shall:

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

which further the understanding and implementation of historic preservation values and objectives in the local government.

6. Send at least one (1) person from the CLG to SHPO-approved training. The attendee shall attend the entire training and report back to their HPC.

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

3. CONSIDERATION/PAYMENT

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

1. The Subgrantee agrees to submit Semi-Annual Progress Reports, meeting minutes, and Requests for Reimbursement. Reports will be accompanied by the following documentation:
 - a. The Subgrantee's name, address, and Agreement Number MT-22-023;
 - b. A report discussing the work completed during the reporting period. Include meeting agendas and minutes;
 - c. An itemized listing of cash or in-kind donations that comprise the non-federal match;
 - d. An itemized listing of project expenses that are charged to the federal grant. If indirect costs (IDC) are claimed for reimbursement (or match), the IDC rate must be in accordance with 2 CFR Part 200.414. A copy of the IDC approval letter from the Cognizant agency must be submitted to the Grantor and approved prior to any reimbursement;
 - e. Receipts, invoices, and/or financial reports sufficient to document each expenditure;
 - f. The net request for payment (reimbursement); and
 - g. Products produced during the reporting period.
2. All Requests for Reimbursement must be approved by the Grantor prior to payment. Payment for work completed under this Agreement may be withheld pending the delivery and acceptance of such items. All Subgrantees must retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of three (3) years or until an acceptable audit (accessible by auditors) has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final report. A final Request for Reimbursement must be submitted within thirty (30) days of the termination of this Agreement to qualify for payment.
3. All Requests for Reimbursement will be reviewed for eligibility and allowability under Chapters 12, 13, and 14 of the NPS Historic Preservation Fund Manual and the Montana Certified Local Governments Manual. The Subgrantee may request a copy of the Montana Certified Local Governments Manual from the Grantor and the Historic Preservation Fund Manual is available for inspection at the SHPO.
4. The Subgrantee shall, at minimum, provide documentation detailing forty percent (40%) matching non-federal funds for the overall grant award. In order to receive the full grant award of \$2,000.00, the minimum dollar amount of match necessary to be provided by the Subgrantee is \$1,333.33 in matching in-kind services or cash. In the event that the grant award is reduced, the match requirement would be reduced proportionally. Requests for Reimbursement require the same 40% documentation relative to the amount requested. The accepted Grant Application, reviewed and approved by the Grantor, provides an estimation of sources and amounts of matching funds from the Subgrantee.
5. The Grantor may retain final payment of federal grant funds until such time as the approved project work has been successfully completed and all conditions of this Agreement have been met.

- 3.2 Payment Terms.** Unless otherwise noted in the solicitation document, the State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. The Subgrantee shall provide banking information at the time of Agreement execution in order to facilitate the State's electronic funds transfer payments.
- 3.3 Reference to Agreement.** The Agreement Number **MUST** appear on all invoices, packing lists, packages, and correspondence pertaining to the Agreement. If the number is not provided, the State is not obligated to pay the invoice.

4. ACCESS AND RETENTION OF RECORDS

- 4.1 Access to Records.** The Subgrantee shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine Agreement compliance. The State may terminate this Agreement under Section 20, Severability, without incurring liability, for the Subgrantee's refusal to allow access as required by this section (18-1-118, MCA).
- 4.2 Retention Period.** The Subgrantee shall create and retain all records supporting the services rendered for a period of eight (8) years after either the completion date of this Agreement or termination of the Agreement.

5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

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

- 5.1** The Subgrantee agrees that the procurement of services, supplies, equipment, and construction will be obtained efficiently and economically and in compliance with the applicable federal laws, and of 2 CFR Part 200.317 through 200.326, and Chapter 17 of the Historic Preservation Fund Manual.
- 5.2** The process for the selection of subcontractors to perform the services under this Agreement, regardless of whether by competitive bidding or negotiated procurement shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to: (1) placing unreasonable requirements on firms or individuals in order for them to qualify to do business, (2) noncompetitive practices between firms, (3) organizational conflicts of interest, and (4) unnecessary experience and bonding requirements.
- 5.3** Competitive bidding or negotiated procurement is required for all survey and planning subcontracts. Proposals shall be requested from an adequate number of sources (at least two or three sources) to permit reasonable competition. The Request for Proposals shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable. The Request for Proposals shall identify the survey or planning area, population, number of properties to be inventoried, funds available and volunteer support (if applicable). The Subgrantee shall document in writing the evaluation criteria used and the results of the technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for subcontract award. Subcontractors shall be selected on the basis of qualification, subject to negotiation of fair and reasonable compensation. Unsuccessful offerors shall be notified promptly. A copy of documentation of the selection process will be submitted to the Grantor prior to the initiation of the project.
- 5.4** Non-competitive negotiation may be used with prior written approval from the Grantor when, after the solicitation in accordance with Section 5.3 above, competition is determined inadequate.
- 5.5** The Subgrantee will notify the Grantor upon the selection of a subcontractor. The Subgrantee will verify subcontractor is not on the debarred list. A copy of this contract will be submitted to the Grantor for review and written approval prior to its execution.
- 5.6** Prior to the beginning of project work or any grant payment, the Subgrantee must submit to the Grantor the below listed items to demonstrate that the federal procurement requirements have been met in full:

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

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

6. EQUAL EMPLOYMENT OPPORTUNITY

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

7. FAIR LABOR STANDARDS

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

8. PROHIBITION AGAINST LOBBYING

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

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

9. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, the Subgrantee shall indemnify and hold harmless the State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses, and expenses, including the cost of defense thereof, to the extent caused by or arising out of the Subgrantee's negligent acts, errors, or omissions in work or services performed under this Agreement, including but not limited to, the negligent acts, errors, or omissions of any subcontractor or anyone directly or indirectly employed by any subcontractor for whose acts the subcontractor may be liable.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

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

11. COMPLIANCE WITH LAWS

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

- 11.1 The Montana Human Rights Act, Executive Order 11246 (as amended), the Equal Pay Act of 1963, Title VI of the Civil Rights Act of 1964 (as amended) (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*), and the Americans with Disabilities Act of 1990, and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- 11.2 In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Subgrantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.
- 11.3 The Subgrantee will comply Title V, Section 504 of the Rehabilitation Act of 1973 (as amended) (87 Stat. 394; 29 U.S.C. §794) which provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 11.4 The Subgrantee will comply with the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §6101 *et seq.*) prohibiting discrimination on the basis of age in programs and activities receiving federal Financial assistance.
- 11.5 The Subgrantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees, and taxes under the Patient Protection and Affordable Care Act (P.L. 111-148, 124 Stat. 119). Any subletting or subcontracting by the Subgrantee subjects subcontractors to the same provisions.
- 11.6 Minority Business Enterprise Development: Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Grant Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- 11.7 The Subgrantee will comply with Paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000 (as amended) and those award terms put forth in 2 CFR §175.15 <https://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

- 11.8** The Subgrantee will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 11.9** Debarment and Suspension (Executive Orders 12549 and 12689)—the Subgrantee may not be, nor subcontract with, parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

12. DISABILITY ACCOMMODATIONS

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

13. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

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

14. REGISTRATION WITH THE SECRETARY OF STATE

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

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

15. MODIFICATIONS AND PREVIOUS AGREEMENTS

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

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

16. CONFLICT OF INTEREST

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

17. INTELLECTUAL PROPERTY/OWNERSHIP

- 17.1 **Mutual Use.** The Subgrantee shall make available to the federal government and the State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice, or created in whole or in part under this Agreement, if such availability is necessary for the State to receive the benefits of this Agreement. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this Agreement. This mutual right includes (i) all deliverables and other materials, products, modifications that the Subgrantee has developed or prepared for the State under this Agreement; (ii) any program code, or site-related program code that the Subgrantee has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Agreement; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".
- 17.2 **Title and Ownership Rights.** The State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "Content"), but grants the Subgrantee the right to access and use Content for the purpose of complying with its obligations under this Agreement and any applicable statement of work.
- 17.3 **Ownership of Work Product.** The Subgrantee shall execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.
- 17.4 **Copy of Work Product.** The Subgrantee shall, at no cost to the State, deliver to the State, upon the State's request during the term of this Agreement or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of the State's request, or such expiration or termination.
- 17.5 **Ownership of Subgrantee Pre-Existing Materials.** The Subgrantee retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods, or related rights and derivatives that the Subgrantee owns at the time this Agreement is executed or otherwise developed or acquired independent of this Agreement and employed by the Subgrantee in connection with the services provided to the State (the "Subgrantee Pre-existing Materials"). Subgrantee Pre-existing Materials are not Work Product. The Subgrantee shall provide full disclosure of any Subgrantee Pre-Existing Materials to the State before its use and to prove its ownership. If, however, the Subgrantee fails to disclose to the State such Subgrantee Pre-Existing Materials, the Subgrantee shall grant the State a non-exclusive, worldwide, paid-up license to use any Subgrantee Pre-Existing Materials embedded in the Work Product to the extent such

Subgrantee Pre-Existing Materials are necessary for the State to receive the intended benefit under this Agreement. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 17.3, Ownership of Work Product, or as may be expressly agreed in any statement of work, the Subgrantee shall retain title to and ownership of any hardware it provides under this Agreement.

18. PATENT AND COPYRIGHT PROTECTION

- 18.1 Third-Party Claim.** If a third party makes a claim against the State that the products furnished under this Agreement infringe upon or violate any patent or copyright, the State shall promptly notify the Subgrantee. The Subgrantee shall defend such claim in the State's name or its own name, as appropriate, but at the Subgrantee's expense. The Subgrantee shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.
- 18.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Subgrantee may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine whether the Agreement has been breached.
- 18.3** Except as otherwise provided in the terms and conditions of the grant Agreement, the Subgrantee is free to copyright any books, publications, or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty-free, non-exclusive, and irrevocable license throughout the work to the Grantor and/or the United States government to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.
- 18.4** Any materials produced as a result of this Agreement which are to be publicly distributed, shall include the following statement:
- “The (activity) that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, U.S. Department of Interior, and administered by the SHPO of Montana. The contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior or the Montana Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or SHPO.”
- 18.5** Publications must include the nondiscrimination statement:
- “This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:
- The Office for Equal Opportunity
National Park Service
849 C Street, N.W.
Washington, D.C. 20240”
- 18.6** The Subgrantee shall not include in the materials produced as a result of this Agreement any copyrighted matter without the written approval of the copyright owner that provided SHPO and the United States government with written permission to use the material in the manner provided herein.

19. AUDITING

The Subgrantee agrees to allow access to the records of the activities covered by this Agreement as may be necessary for legislative post audit and analysis purposes in determining compliance with the terms of

this Agreement. The Grantor shall maintain all administrative and fiscal records relating to this project for three (3) years after the final grant reimbursement is made by the Grantor to the Subgrantee. Notwithstanding the provisions of Section 20, this Agreement shall automatically terminate upon any refusal of the Subgrantee to allow access to records necessary to carry out the legislative post audit and analysis functions set forth in Title 5, Chapter 12 and 13, MCA, and the financial and programmatic audit conducted by the Secretary of the Interior and the Comptroller General of the United States provided for in 2 CFR Part 200.333 through 200.338.

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

Non-federal entities that expend \$750,000 or more during a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F, which is available at

<http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>

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

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

20. SEVERABILITY

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

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

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

21. EVENT OF BREACH – REMEDIES

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

- Products or services furnished fail to conform to any requirement;

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

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

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

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

Upon the State's material breach, Subgrantee may:

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

22. GENERAL AND SPECIFIC CONDITIONS

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

23. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five (5) working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Agreement, unless the parties mutually agree that the obligation is excused because of the condition.

24. WAIVER OF BREACH

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

25. CONFORMANCE WITH CONTRACT

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

26. LIAISONS AND SERVICE OF NOTICES

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

Kate Hampton is the State's liaison.

Address: 1301 East Lockey Ave.
PO Box 201202
Helena, MT 59620-1202

Phone: (406) 444-7742

Email: khampton@mt.gov

John Hollowell is the Subgrantee's liaison.

Address: PO Box 910
Miles City, MT 59301

Phone: (406) 874-8603

Email: mayor@milescity-mt.org
cityclerk@milescity-mt.org
mhartman@midrivers.com

26.2 Notifications. The State's liaison and Subgrantee's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three (3) business days of mailing.

27. MEETINGS

Subgrantee shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Agreement term or to discuss the progress made by the Subgrantee and State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide the Subgrantee a minimum of three (3) full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at the Subgrantee's option and expense, a conference call meeting may be substituted. The Subgrantee's consistent failure to participate in problem resolution meetings, the Subgrantee missing or rescheduling two consecutive meetings, or the Subgrantee's failure to make a good faith effort to resolve problems may result in termination of the Agreement.

28. CHOICE OF LAW AND VENUE

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

29. TAX EXEMPTION

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

30. AUTHORITY

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

31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

31.1 Agreement. This Agreement consists of twelve (12) numbered pages and any attachments as required. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

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

32. WAIVER

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

33. EXECUTION

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

STATE OF MONTANA
Montana Historical Society
225 North Roberts
PO Box 201201
Helena, Montana 59620-1201

CITY OF MILES CITY

PO Box 910
Miles City, MT 59301
DUNS No. 134230325

John Hollowell, Mayor
City of Miles City

Date

Denise King, Centralized Services Division Administrator
Montana Historical Society

Date

**STATE OF MONTANA AGREEMENT
MT-22-023**

This Grant Agreement (the "Agreement") is hereby made between the City of Miles City, PO Box 910, Miles City, MT 59301, DUNS No. 134230325 (the "Subgrantee") and the Montana State Historic Preservation Office (SHPO), Montana Historical Society (MHS), 225 North Roberts, PO Box 201202, Helena, Montana 59620-1202 (the "Grantor" or the "State"). Liaison for the Subgrantee is John Hollowell, Mayor and Interim Historic Preservation Officer (HPO). Liaison for the Grantor is Kate Hampton, Community Preservation Coordinator.

The State expects to be awarded grant monies from the U.S. Department of the Interior, the National Park Service under the Historic Preservation Fund for the federal grant period beginning October 1, 2021, and ending September 30, 2023. The funding for this agreement is provided by this award, CFDA number 15.904, Historic Preservation Fund Grants-In-Aid. The Federal Award Identification Number assigned by the National Park Service is yet to be determined.

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

1. EFFECTIVE DATE, DURATION, AND RENEWAL

This Agreement shall take effect on April 1, 2022, and shall terminate on March 31, 2023, unless a new termination date is set or the Agreement is terminated as provided in this Agreement. Total payments by the Grantor for all purposes under this Agreement shall not exceed \$2,000.00. In the event that the Grantor does not receive full funding from the National Park Service (NPS), the total grant award may be reduced, as outlined in "The Montana Certified Local Governments Manual." Payment shall be made on a reimbursement basis by request of Subgrantee to the Grantor.

In no event is this Agreement binding on the State unless the State's authorized representative has signed it. Any legal counsel signature approving legal content of the Agreement and any procurement officer signature approving the form of the Agreement do not constitute an authorized signature.

2. SERVICES AND/OR SUPPLIES

The Subgrantee shall:

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

which further the understanding and implementation of historic preservation values and objectives in the local government.

6. Send at least one (1) person from the CLG to SHPO-approved training. The attendee shall attend the entire training and report back to their HPC.

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

3. CONSIDERATION/PAYMENT

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

1. The Subgrantee agrees to submit Semi-Annual Progress Reports, meeting minutes, and Requests for Reimbursement. Reports will be accompanied by the following documentation:
 - a. The Subgrantee's name, address, and Agreement Number MT-22-023;
 - b. A report discussing the work completed during the reporting period. Include meeting agendas and minutes;
 - c. An itemized listing of cash or in-kind donations that comprise the non-federal match;
 - d. An itemized listing of project expenses that are charged to the federal grant. If indirect costs (IDC) are claimed for reimbursement (or match), the IDC rate must be in accordance with 2 CFR Part 200.414. A copy of the IDC approval letter from the Cognizant agency must be submitted to the Grantor and approved prior to any reimbursement;
 - e. Receipts, invoices, and/or financial reports sufficient to document each expenditure;
 - f. The net request for payment (reimbursement); and
 - g. Products produced during the reporting period.
2. All Requests for Reimbursement must be approved by the Grantor prior to payment. Payment for work completed under this Agreement may be withheld pending the delivery and acceptance of such items. All Subgrantees must retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of three (3) years or until an acceptable audit (accessible by auditors) has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final report. A final Request for Reimbursement must be submitted within thirty (30) days of the termination of this Agreement to qualify for payment.
3. All Requests for Reimbursement will be reviewed for eligibility and allowability under Chapters 12, 13, and 14 of the NPS Historic Preservation Fund Manual and the Montana Certified Local Governments Manual. The Subgrantee may request a copy of the Montana Certified Local Governments Manual from the Grantor and the Historic Preservation Fund Manual is available for inspection at the SHPO.
4. The Subgrantee shall, at minimum, provide documentation detailing forty percent (40%) matching non-federal funds for the overall grant award. In order to receive the full grant award of \$2,000.00, the minimum dollar amount of match necessary to be provided by the Subgrantee is \$1,333.33 in matching in-kind services or cash. In the event that the grant award is reduced, the match requirement would be reduced proportionally. Requests for Reimbursement require the same 40% documentation relative to the amount requested. The accepted Grant Application, reviewed and approved by the Grantor, provides an estimation of sources and amounts of matching funds from the Subgrantee.
5. The Grantor may retain final payment of federal grant funds until such time as the approved project work has been successfully completed and all conditions of this Agreement have been met.

- 3.2 Payment Terms.** Unless otherwise noted in the solicitation document, the State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. The Subgrantee shall provide banking information at the time of Agreement execution in order to facilitate the State's electronic funds transfer payments.
- 3.3 Reference to Agreement.** The Agreement Number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Agreement. If the number is not provided, the State is not obligated to pay the invoice.

4. ACCESS AND RETENTION OF RECORDS

- 4.1 Access to Records.** The Subgrantee shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine Agreement compliance. The State may terminate this Agreement under Section 20, Severability, without incurring liability, for the Subgrantee's refusal to allow access as required by this section (18-1-118, MCA).
- 4.2 Retention Period.** The Subgrantee shall create and retain all records supporting the services rendered for a period of eight (8) years after either the completion date of this Agreement or termination of the Agreement.

5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

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

- 5.1** The Subgrantee agrees that the procurement of services, supplies, equipment, and construction will be obtained efficiently and economically and in compliance with the applicable federal laws, and of 2 CFR Part 200.317 through 200.326, and Chapter 17 of the Historic Preservation Fund Manual.
- 5.2** The process for the selection of subcontractors to perform the services under this Agreement, regardless of whether by competitive bidding or negotiated procurement shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to: (1) placing unreasonable requirements on firms or individuals in order for them to qualify to do business, (2) noncompetitive practices between firms, (3) organizational conflicts of interest, and (4) unnecessary experience and bonding requirements.
- 5.3** Competitive bidding or negotiated procurement is required for all survey and planning subcontracts. Proposals shall be requested from an adequate number of sources (at least two or three sources) to permit reasonable competition. The Request for Proposals shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable. The Request for Proposals shall identify the survey or planning area, population, number of properties to be inventoried, funds available and volunteer support (if applicable). The Subgrantee shall document in writing the evaluation criteria used and the results of the technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for subcontract award. Subcontractors shall be selected on the basis of qualification, subject to negotiation of fair and reasonable compensation. Unsuccessful offerors shall be notified promptly. A copy of documentation of the selection process will be submitted to the Grantor prior to the initiation of the project.
- 5.4** Non-competitive negotiation may be used with prior written approval from the Grantor when, after the solicitation in accordance with Section 5.3 above, competition is determined inadequate.
- 5.5** The Subgrantee will notify the Grantor upon the selection of a subcontractor. The Subgrantee will verify subcontractor is not on the debarred list. A copy of this contract will be submitted to the Grantor for review and written approval prior to its execution.
- 5.6** Prior to the beginning of project work or any grant payment, the Subgrantee must submit to the Grantor the below listed items to demonstrate that the federal procurement requirements have been met in full:

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

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

6. EQUAL EMPLOYMENT OPPORTUNITY

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

7. FAIR LABOR STANDARDS

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

8. PROHIBITION AGAINST LOBBYING

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

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

9. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, the Subgrantee shall indemnify and hold harmless the State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses, and expenses, including the cost of defense thereof, to the extent caused by or arising out of the Subgrantee's negligent acts, errors, or omissions in work or services performed under this Agreement, including but not limited to, the negligent acts, errors, or omissions of any subcontractor or anyone directly or indirectly employed by any subcontractor for whose acts the subcontractor may be liable.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

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

11. COMPLIANCE WITH LAWS

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

- 11.1 The Montana Human Rights Act, Executive Order 11246 (as amended), the Equal Pay Act of 1963, Title VI of the Civil Rights Act of 1964 (as amended) (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*), and the Americans with Disabilities Act of 1990, and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- 11.2 In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Subgrantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.
- 11.3 The Subgrantee will comply Title V, Section 504 of the Rehabilitation Act of 1973 (as amended) (87 Stat. 394; 29 U.S.C. §794) which provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 11.4 The Subgrantee will comply with the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*) prohibiting discrimination on the basis of age in programs and activities receiving federal Financial assistance.
- 11.5 The Subgrantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees, and taxes under the Patient Protection and Affordable Care Act (P.L. 111-148, 124 Stat. 119). Any subletting or subcontracting by the Subgrantee subjects subcontractors to the same provisions.
- 11.6 Minority Business Enterprise Development: Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Grant Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- 11.7 The Subgrantee will comply with Paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000 (as amended) and those award terms put forth in 2 CFR §175.15
<https://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

- 11.8** The Subgrantee will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 11.9** Debarment and Suspension (Executive Orders 12549 and 12689)—the Subgrantee may not be, nor subcontract with, parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

12. DISABILITY ACCOMMODATIONS

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

13. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

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

14. REGISTRATION WITH THE SECRETARY OF STATE

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

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

15. MODIFICATIONS AND PREVIOUS AGREEMENTS

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

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

16. CONFLICT OF INTEREST

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

17. INTELLECTUAL PROPERTY/OWNERSHIP

- 17.1 **Mutual Use.** The Subgrantee shall make available to the federal government and the State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice, or created in whole or in part under this Agreement, if such availability is necessary for the State to receive the benefits of this Agreement. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this Agreement. This mutual right includes (i) all deliverables and other materials, products, modifications that the Subgrantee has developed or prepared for the State under this Agreement; (ii) any program code, or site-related program code that the Subgrantee has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Agreement; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".
- 17.2 **Title and Ownership Rights.** The State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "Content"), but grants the Subgrantee the right to access and use Content for the purpose of complying with its obligations under this Agreement and any applicable statement of work.
- 17.3 **Ownership of Work Product.** The Subgrantee shall execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.
- 17.4 **Copy of Work Product.** The Subgrantee shall, at no cost to the State, deliver to the State, upon the State's request during the term of this Agreement or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of the State's request, or such expiration or termination.
- 17.5 **Ownership of Subgrantee Pre-Existing Materials.** The Subgrantee retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods, or related rights and derivatives that the Subgrantee owns at the time this Agreement is executed or otherwise developed or acquired independent of this Agreement and employed by the Subgrantee in connection with the services provided to the State (the "Subgrantee Pre-existing Materials"). Subgrantee Pre-existing Materials are not Work Product. The Subgrantee shall provide full disclosure of any Subgrantee Pre-Existing Materials to the State before its use and to prove its ownership. If, however, the Subgrantee fails to disclose to the State such Subgrantee Pre-Existing Materials, the Subgrantee shall grant the State a non-exclusive, worldwide, paid-up license to use any Subgrantee Pre-Existing Materials embedded in the Work Product to the extent such

Subgrantee Pre-Existing Materials are necessary for the State to receive the intended benefit under this Agreement. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 17.3, Ownership of Work Product, or as may be expressly agreed in any statement of work, the Subgrantee shall retain title to and ownership of any hardware it provides under this Agreement.

18. PATENT AND COPYRIGHT PROTECTION

- 18.1 Third-Party Claim.** If a third party makes a claim against the State that the products furnished under this Agreement infringe upon or violate any patent or copyright, the State shall promptly notify the Subgrantee. The Subgrantee shall defend such claim in the State's name or its own name, as appropriate, but at the Subgrantee's expense. The Subgrantee shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.
- 18.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Subgrantee may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine whether the Agreement has been breached.
- 18.3** Except as otherwise provided in the terms and conditions of the grant Agreement, the Subgrantee is free to copyright any books, publications, or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty-free, non-exclusive, and irrevocable license throughout the work to the Grantor and/or the United States government to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.
- 18.4** Any materials produced as a result of this Agreement which are to be publicly distributed, shall include the following statement:
- “The (activity) that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, U.S. Department of Interior, and administered by the SHPO of Montana. The contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior or the Montana Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or SHPO.”
- 18.5** Publications must include the nondiscrimination statement:
- “This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:
- The Office for Equal Opportunity
National Park Service
849 C Street, N.W.
Washington, D.C. 20240”
- 18.6** The Subgrantee shall not include in the materials produced as a result of this Agreement any copyrighted matter without the written approval of the copyright owner that provided SHPO and the United States government with written permission to use the material in the manner provided herein.

19. AUDITING

The Subgrantee agrees to allow access to the records of the activities covered by this Agreement as may be necessary for legislative post audit and analysis purposes in determining compliance with the terms of

this Agreement. The Grantor shall maintain all administrative and fiscal records relating to this project for three (3) years after the final grant reimbursement is made by the Grantor to the Subgrantee. Notwithstanding the provisions of Section 20, this Agreement shall automatically terminate upon any refusal of the Subgrantee to allow access to records necessary to carry out the legislative post audit and analysis functions set forth in Title 5, Chapter 12 and 13, MCA, and the financial and programmatic audit conducted by the Secretary of the Interior and the Comptroller General of the United States provided for in 2 CFR Part 200.333 through 200.338.

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

Non-federal entities that expend \$750,000 or more during a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F, which is available at

<http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>

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

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

20. SEVERABILITY

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

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

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

21. EVENT OF BREACH – REMEDIES

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

- o Products or services furnished fail to conform to any requirement;

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

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

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

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

Upon the State's material breach, Subgrantee may:

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

22. GENERAL AND SPECIFIC CONDITIONS

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

23. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five (5) working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Agreement, unless the parties mutually agree that the obligation is excused because of the condition.

24. WAIVER OF BREACH

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

25. CONFORMANCE WITH CONTRACT

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

26. LIAISONS AND SERVICE OF NOTICES

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

Kate Hampton is the State's liaison.

Address: 1301 East Lockey Ave.
PO Box 201202
Helena, MT 59620-1202
Phone: (406) 444-7742
Email: khampton@mt.gov

John Hollowell is the Subgrantee's liaison.

Address: PO Box 910
Miles City, MT 59301
Phone: (406) 874-8603
Email: mayor@milescity-mt.org
cityclerk@milescity-mt.org
mhartman@midrivers.com

- 26.2 Notifications.** The State's liaison and Subgrantee's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three (3) business days of mailing.

27. MEETINGS

Subgrantee shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Agreement term or to discuss the progress made by the Subgrantee and State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide the Subgrantee a minimum of three (3) full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at the Subgrantee's option and expense, a conference call meeting may be substituted. The Subgrantee's consistent failure to participate in problem resolution meetings, the Subgrantee missing or rescheduling two consecutive meetings, or the Subgrantee's failure to make a good faith effort to resolve problems may result in termination of the Agreement.

28. CHOICE OF LAW AND VENUE

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

29. TAX EXEMPTION

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

30. AUTHORITY

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

31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

- 31.1 Agreement.** This Agreement consists of twelve (12) numbered pages and any attachments as required. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.
- 31.2 Entire Agreement.** These documents are the entire Agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

32. WAIVER

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

33. EXECUTION

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

STATE OF MONTANA
Montana Historical Society
225 North Roberts
PO Box 201201
Helena, Montana 59620-1201

CITY OF MILES CITY
PO Box 910
Miles City, MT 59301
DUNS No. 134230325

John Hollowell, Mayor
City of Miles City

Date

Denise King, Centralized Services Division Administrator
Montana Historical Society

Date

Claims

04/07/22
11:25:35

CITY OF MILES CITY
Claim Details
For the Accounting Period: 3/22

Page: 1 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
135485	85256S	2910 TONGUE RIVER ELECTRIC	1,057.88					
1	03/25/22	Southgate Lighting	1,057.88			2450 51 430263	341	101000
2	03/25/22	Garfield 911	0.00			2850 105 420140	341	101000
135487	-99568C	4019 WEX BANK	11,126.95					
1	03/30/22	FUEL	394.30*		30672	1000 13 460433	231	101000
3	03/30/22	FUEL	2,834.62		30672	2510 107 430220	231	101000
4	03/30/22	FUEL	708.66		30672	2520 108 430220	231	101000
6	03/30/22	FUEL	120.27		30602	5210 22 430530	231	101000
7	03/30/22	FUEL	120.27		30602	5210 80 430540	231	101000
8	03/30/22	FUEL	120.27		30602	5310 33 430640	231	101000
9	03/30/22	FUEL	150.32		30602	5310 32 430690	231	101000
10	03/30/22	FUEL	572.93		30180	1000 7 420460	231	101000
11	03/30/22	FUEL	1,041.50		30180	5510 10 420730	231	101000
12	03/30/22	FUEL	3,297.76		30293	1000 5 420140	231	101000
13	03/30/22	FUEL	105.91		30293	1000 21 440600	231	101000
15	03/30/22	FUEL	699.43		30702	5210 23 430550	231	101000
16	03/30/22	FUEL	699.43		30702	5310 31 430630	231	101000
17	03/30/22	FUEL	204.62		1403	5610 87 430300	231	101000
18	03/30/22	FUEL	56.66*		30503	2394 18 420531	231	101000
135489	85257S	1535 LUCAS & TONN PC	100.00					
1	03/23/22	Westlaw ~ Professional Service	100.00*		022017	1000 4 411100	350	101000
135491	85258S	2914 TOURISM BUSINESS IMPROVEMENT	2,126.00					
1	03/30/22	TBID ~ Monthly Econolodge	2,126.00			7370 212500		101000
135492	85259S	671 CUSTER COUNTY TREASURER	2,072.64					
2	03/31/22	Jan-Mar 2022: LE ACDMY SURCHG	2,072.64			7467 212200		101000
135493	85242S	394 BOSS INC	1,482.42					
2	452025 03/08/22	Finance	44.20		30323	5210 25 430510	210	101000
3	452025 03/08/22		44.20		30323	5310 29 430610	210	101000
4	03/21/22	City Attorney	0.00		24433	1000 4 411100	220	101000
5	451553 03/04/22	Police	23.97		30297	1000 5 420140	220	101000
6	453969 03/16/22		148.98		30758	1000 5 420140	210	101000
7	453971 03/17/22		216.97		30759	1000 5 420140	210	101000
8	451387 03/04/22		21.98		30295	1000 5 420140	210	101000
9	437150 03/01/22		509.99		30299	1000 5 420140	214	101000
10	436244 12/29/21	Dispatch	46.55		30442	1000 5 420160	210	101000
11	437220 01/04/22		27.98		30442	1000 5 420160	210	101000
12	443275 01/28/22		71.42		30442	1000 5 420160	210	101000
13	451073 03/15/22	Fire	174.45		30186	1000 7 420460	210	101000
14	451073 03/15/22		111.53		30186	5510 10 420730	220	101000

04/07/22
11:25:35

CITY OF MILES CITY
Claim Details
For the Accounting Period: 3/22

Page: 2 of 18
Report ID: AP100

* Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
15	451673	03/07/22	40.20*		30185	5510 10 420730	210	101000
135494	85239S	2830 STAR PRINTING & SUPPLY	375.05					
9	295236	02/08/22 RSVP	240.00		29926	2985 15 450340	210	101000
10	295295	02/11/22	8.00		29926	2985 15 450340	210	101000
11	42506	02/10/22	26.00		29926	2985 15 450340	210	101000
12	295520	02/24/22	14.50		29926	2985 15 450340	210	101000
15	294411	01/05/22 Noble	86.55		27427	1000 4 411100	210	101000
135495	85254S	572 VERIZON WIRELESS	569.56					
1	9901230188	03/07/22 MDT Fees	320.08		30765	1000 5 420140	220	101000
2	9901230188	03/07/22 Cell Phone Fees	249.48		30765	1000 5 420140	220	101000
135497	-99570C	1921 MONTANA MUNICIPAL INTERLOCAL	263.55					
1	03/01/22	March Retiree Premiums	263.55			1000 362022		101000
135498	85260S	498 CENTURY LINK	3,883.68					
1	02/21/22	9-1-1 Phone System	1,941.84		30441	2850 105 420140	345	101000
2	03/21/22	9-1-1 Phone System	1,941.84		30446	2850 105 420140	345	101000
135499	85261S	3039 UTILITIES UNDERGROUND LOCATION	185.26					
1	2025095	02/28/22 February Locates	26.69		30703	5210 23 430550	220	101000
2	2025095	02/28/22	26.69		30703	5310 31 430630	330	101000
3	2035095	03/31/22 March Locates	65.94		30715	5210 23 430550	220	101000
4	2035095	03/31/22	65.94		30715	5310 31 430630	350	101000
135500	-99566E	373 MASTERCARD	32,310.07					
1	03/20/22		5.00			1000 3 410500	220	101000
2	03/20/22		731.56			1000 5 420140	220	101000
3	03/20/22		11.40			1000 5 420140	311	101000
4	03/20/22		75.20			1000 5 420140	347	101000
5	03/20/22		366.68			1000 5 420140	366	101000
6	03/20/22		122.29			1000 5 420140	370	101000
7	03/20/22		790.00			1000 5 420140	380	101000
8	03/20/22		59.20			1000 5 420160	220	101000
9	03/20/22		320.08			1000 5 420160	345	101000
10	03/20/22		151.17			1000 5 420160	370	101000
13	03/20/22		15.55			1000 7 420460	210	101000
14	03/20/22		145.00*			1000 7 420460	223	101000
15	03/20/22		69.90			1000 7 420460	241	101000
16	03/20/22		109.75			1000 7 420460	334	101000
17	03/20/22		280.00			1000 7 420460	380	101000
18	03/20/22		148.99			1000 13 460433	210	101000
19	03/20/22		86.38			1000 13 460433	222	101000
20	03/20/22		448.24			1000 13 460433	230	101000

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21	03/20/22		215.00*			1000 13 460433	231	101000
22	03/20/22		2,916.11			1000 13 460433	363	101000
23	03/21/22		8.99			1000 21 440600	220	101000
24	03/20/22		44.28			1000 36 411020	311	101000
25	03/20/22		7.58			1000 201 431200	311	101000
26	03/20/22		118.05			2220 16 460100	311	101000
27	03/20/22		411.50			2220 16 460100	382	101000
28	03/20/22		9.55			2394 18 420531	210	101000
30	03/20/22		499.00			2394 18 420531	214	101000
31	03/20/22		10.39			2510 107 430220	220	101000
34	03/20/22		275.99			2510 107 430220	226	101000
36	03/20/22		181.38			2510 107 430220	230	101000
37	03/20/22		131.98			2510 107 430220	231	101000
38	03/20/22		162.68			2510 107 430220	242	101000
39	03/20/22		1,171.10			2510 107 430220	363	101000
40	03/20/22		2.60			2520 108 430220	220	101000
41	03/20/22		68.99			2520 108 430220	226	101000
42	03/20/22		45.34			2520 108 430220	230	101000
43	03/20/22		32.99			2520 108 430220	231	101000
44	03/20/22		40.67			2520 108 430220	242	101000
46	03/20/22		292.77*			2520 108 430220	363	101000
47	03/20/22		960.97			2850 105 420140	210	101000
48	03/20/22		885.74*			2985 15 450340	220	101000
49	03/20/22		38.04			2985 15 450351	220	101008
50	03/20/22		40.15			5210 22 430530	220	101000
51	03/20/22		107.98			5210 22 430530	230	101000
52	03/20/22		5.38			5210 22 430530	311	101000
53	03/20/22		400.86*			5210 22 430530	363	101000
54	03/20/22		75.57			5210 22 430530	380	101000
55	03/20/22		154.08			5210 22 430530	382	101000
56	03/20/22		28.00			5210 23 430550	210	101000
57	03/20/22		1,112.95			5210 23 430550	214	101000
59	03/20/22		396.35			5210 23 430550	220	101000
60	03/20/22		141.94			5210 23 430550	226	101000
61	03/20/22		89.49			5210 23 430550	230	101000
62	03/20/22		1,342.47			5210 23 430550	234	101000
63	03/20/22		100.88			5210 23 430550	235	102270
64	03/20/22		50.04			5210 23 430550	241	101000
65	03/20/22		69.19			5210 23 430550	363	101000
66	03/20/22		384.80			5210 23 430550	369	102270
67	03/20/22		5.00			5210 25 430510	220	101000
68	03/20/22		40.26			5210 80 430540	220	101000
69	03/20/22		106.95*			5210 80 430540	230	101000
70	03/20/22		2.95			5210 80 430540	311	101000
73	03/20/22		75.57			5210 80 430540	380	101000

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74	03/20/22		154.08			5210 80 430540	382	101000
75	03/20/22		4.99			5310 29 430610	220	101000
76	03/20/22		28.00			5310 31 430630	210	101000
77	03/20/22		1,082.96			5310 31 430630	214	101000
78	03/20/22		141.93			5310 31 430630	226	101000
79	03/20/22		327.87			5310 31 430630	230	101000
80	03/20/22		71.33			5310 31 430630	241	101000
81	03/20/22		69.20			5310 31 430630	363	101000
82	03/20/22		384.81			5310 31 430630	369	101000
85	03/20/22		91.96			5310 32 430690	230	101000
86	03/20/22		30.23			5310 32 430690	380	101000
87	03/20/22		674.99			5310 33 430640	214	101000
88	03/20/22		583.24			5310 33 430640	220	101000
89	03/20/22		907.22			5310 33 430640	222	101000
90	03/20/22		1,805.34			5310 33 430640	230	101000
91	03/20/22		326.40			5310 33 430640	360	101000
92	03/20/22		535.87			5310 33 430640	363	101000
93	03/20/22		50.38			5310 33 430640	380	101000
94	03/20/22		154.08			5310 33 430640	382	101000
95	03/20/22		203.87			5510 10 420730	214	101000
96	03/20/22		2,963.78			5510 10 420730	222	101000
97	03/20/22		11.89			5510 10 420730	230	101000
98	03/20/22		70.15			5510 10 420730	345	101000
99	03/20/22		36.56			5510 10 420730	364	101000
100	03/20/22		195.00*			5510 10 420730	380	101000
101	03/20/22		311.97*			5510 10 420730	382	101000
102	03/20/22		276.64*			5610 87 430300	210	101000
103	03/20/22		134.86*			5610 87 430300	210	101000
104	03/20/22		340.05			5610 87 430300	220	101000
105	03/20/22		2,684.92			5610 87 430300	230	101000
106	03/20/22		106.10			5610 87 430300	345	101000
107	03/20/22		350.46			6040 910 430220	214	101000
135501	-99572C	4187 MOFI	1,162.96					
1	03/04/22	Fire Training Center Payment35	643.38			1000 7 490500	654	101000
2	03/04/22		519.58			1000 7 490500	655	101000
135502	85230S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	178.00					
1	48154 02/22/22	City Hall Rugs	43.50		30669	1000 8 411230	220	101000
2	47856 02/08/22	City Hall Rugs	43.50		30669	1000 8 411230	220	101000
5	48123 02/18/22	Shop	20.50		30669	6040 910 430220	220	101000
6	47906 02/11/22	WWTP	15.00		29998	5310 33 430640	360	101000
7	47925 02/16/22	WWTP	19.50		29998	5210 80 430540	360	101000
8	48450 03/08/22	PD	18.00*		30298	1000 5 420140	360	101000
9	48148 02/22/22	PD	18.00*		30287	1000 5 420140	360	101000

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135503	-99564E	1970 MONTANA DAKOTA UTILITIES	55,244.88					
1		GAS/ELECTRIC ~ FD	425.14			1000 7 420460	341	101000
2		GAS/ELECTRIC ~ FD	656.71*			1000 7 420460	344	101000
3		GAS/ELECTRIC ~ City Hall	332.69			1000 8 411230	341	101000
4		GAS/ELECTRIC ~ City Hall	700.20*			1000 8 411230	344	101000
5		GAS/ELECTRIC ~ Parks	753.89			1000 13 460433	341	101000
6		GAS/ELECTRIC ~ Parks	462.26*			1000 13 460433	344	101000
7		GAS/ELECTRIC ~ Bath House	100.97			1000 14 460445	341	101000
8		GAS/ELECTRIC ~ Animal Shelter	42.42			1000 21 440600	341	101000
9		GAS/ELECTRIC ~ Animal Shelter	90.05			1000 21 440600	344	101000
10		GAS/ELECTRIC ~ Library	556.81			2220 16 460100	341	101000
11		GAS/ELECTRIC ~ Library	551.45			2220 16 460100	344	101000
14		GAS/ELECTRIC ~ District 165	4,841.29			2400 46 430263	341	101000
15		GAS/ELECTRIC ~ Rental Fee	8,836.60			2400 46 430263	533	101000
16		GAS/ELECTRIC ~ District 167	662.87			2420 48 430263	341	101000
17		GAS/ELECTRIC ~ Rental Fee	1,054.80			2420 48 430263	533	101000
18		GAS/ELECTRIC ~ District 171	195.69			2430 49 430263	341	101000
19		GAS/ELECTRIC ~ District 172	1,496.53			2440 50 430263	341	101000
20		GAS/ELECTRIC ~ District 202	137.50			2470 72 430263	341	101000
21		GAS/ELECTRIC ~ Rental Fee	325.90			2470 72 430263	533	101000
22		GAS/ELECTRIC ~ District 173	37.76			2480 47 430263	341	101000
23		GAS/ELECTRIC ~ Sewer Lift	101.46			2510 107 430220	341	101000
28		GAS/ELECTRIC ~ Water Plant	6,212.99			5210 22 430530	341	101000
30		GAS/ELECTRIC ~ Water Plant	3,435.46*			5210 22 430530	344	101000
31		GAS/ELECTRIC ~ Fish & Game	29.37			5210 23 430550	341	101000
32		GAS/ELECTRIC ~ Fish & Game	102.48			5210 23 430550	344	101000
33		GAS/ELECTRIC ~ Fish & Game	29.37			5310 31 430630	341	101000
34		GAS/ELECTRIC ~ Fish & Game	102.48			5310 31 430630	344	101000
35		GAS/ELECTRIC ~ Sewer Lift	1,982.73			5310 32 430690	341	101000
36		GAS/ELECTRIC ~ Sewer Lift	175.35			5310 32 430690	344	101000
38		GAS/ELECTRIC ~ Ambulance	191.00			5510 10 420730	341	101000
39		GAS/ELECTRIC ~ Ambulance	295.04*			5510 10 420730	344	101000
42		GAS/ELECTRIC ~ Shop	715.83			6040 910 430220	341	101000
43		GAS/ELECTRIC ~ Shop	448.80			6040 910 430220	344	101000
44		FISH & GAME ~ ELECTRIC	46.98			2510 107 430220	341	101000
45		FISH & GAME ~ ELECTRIC	163.96*			2510 107 430220	344	101000
46		FISH & GAME ~ ELECTRIC	11.75			2520 108 430220	341	101000
47		FISH & GAME ~ ELECTRIC	40.99			2520 108 430220	344	101000
50		Airport Electric	1,117.75			5610 87 430300	341	101000
51		Airport Gas	1,740.93*			5610 87 430300	344	101000
54		N Daly Sewer Treatment Plant	14,419.34			5310 33 430640	341	101000
55		419 N 7th PD	379.51*			1000 5 420140	341	101000
56		419 N 7th PD	153.53*			1000 5 420140	344	101000
57		419 N 7th PD	212.21*			1000 5 420140	341	101000

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58		419 N 7th PD	846.85*			1000 5 420140	344	101000
59		Splash Pad	27.19			1000 13 460433	341	101000
135505	85240S	700 CUSTER COUNTY WATER & SEWER	18,688.64					
1		02/28/22 CCWSD Water/Sewer Collections	18,688.64			7980 211020		101000
135506	85262S	4034 STEVE RICE	75.00					
1		03/31/22 Police Commission	75.00			1000 5 420140	350	101000
135507	85263S	371 GENERAL DISTRIBUTING CO.	445.49					
1		1093777 02/28/22 O2 on Account # 47473	29.40		30171	5510 10 420730	222	101000
2		1095837 03/02/22 O2 Supplies	57.63		30182	5510 10 420730	222	101000
3		1097703 03/10/22 O2	294.83		30187	5510 10 420730	222	101000
4		1100550 03/23/22 O2	63.63		30195	5510 10 420730	222	101000
135508	85264S	4186 BUCKY JOHNSON	40.36					
1		03/15/22 Cell Phone Reimbursement	20.18		30710	5210 23 430550	345	101000
2		03/15/22	20.18		30710	5310 31 430630	345	101000
135509	85265S	4233 BLAYNE WATTS	75.00					
1		03/29/22 Police Commission Quarterly Pa	75.00			1000 5 420140	350	101000
135510	85266S	721 DALES CLEANING SERVICE	700.00					
1		03/31/22 City Hall ~ March Cleaning	700.00*		30687	1000 8 411230	360	101000
135512	85267S	4013 SOLESTONE REIMB SERVICES	4,006.32					
1		12417 03/04/22 March Billing	4,006.32		30184	5510 10 420730	350	101000
135513	85268S	3292 MONTANA AIR CARTAGE	266.21					
1		YNZ22822 03/01/22 Partners Program crate deliv	189.75		30468	2880 39 460100	311	101020
2		837903 02/01/22 Delivery Charge	38.23		30615	5210 80 430540	352	101000
3		837904 02/15/22	38.23		30615	5310 33 430640	352	101000
135514	85232S	1721 MID RIVERS TELEPHONE CORP	4,351.55					
1		CITY COURT	121.39		29130	1000 6 410300	345	101000
3		LIBRARY	145.09			2220 16 460100	345	101000
4			70.40			2220 16 460100	347	101000
6		911 EMERGENCY	531.61		30440	2850 105 420140	345	101000
7		911 EMERGENCY 2	267.68		30440	2850 105 420140	341	101000
8		RSVP	123.24			2985 15 450340	345	101000
9		AIRPORT	57.52		1407	5610 87 430300	345	101000
10			156.95		1407	5610 87 430300	319	101000
11			76.00		1407	5610 87 430300	347	101000
12		MAYOR	75.43*			1000 1 410200	345	101000
13		FINANCE	101.69			1000 3 410500	345	101000

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14			8.70			1000 3 410500	347	101000
15	ATTORNEY		110.06			1000 4 411100	345	101000
16	POLICE		332.19			1000 5 420140	345	101000
17			57.86			1000 5 420140	347	101000
18	PD/DISPATCH		194.17			1000 5 420160	345	101000
19	FIRE		227.22			1000 7 420460	345	101000
20			50.69			1000 7 420460	347	101000
21	TREASURER		56.92*			1000 9 410540	345	101000
22	PARK DEPT		75.72*			1000 13 460433	345	101000
23			26.82			1000 13 460433	347	101000
24	ANIMAL CONTROL		74.37*			1000 21 440600	345	101000
25			44.95			1000 21 440600	347	101000
26	PLANNING		41.96*			1000 36 411020	345	101000
27	Flood		53.13*			1000 201 431200	345	101000
28	BUILDING INSPECTION		79.18			2394 18 420531	345	101000
29	MMD #204		136.10*			2510 107 430220	345	101000
30	MMD #205		78.22*			2520 108 430220	345	101000
31	WATER PLANT		86.46			5210 22 430530	345	101000
32			22.82			5210 22 430530	347	101000
33	WATER LINES		133.89			5210 23 430550	345	101000
34			11.83			5210 23 430550	347	101000
35	WATER ADMIN		61.51			5210 25 430510	345	101000
36			1.04			5210 25 430510	347	101000
37	WASTE WATER ADMIN		61.50			5310 29 430610	345	101000
38			1.04			5310 29 430610	347	101000
39	SEWER LINES		133.90			5310 31 430630	345	101000
40			11.83			5310 31 430630	347	101000
41	WWTP		73.50			5310 33 430640	345	101000
42			44.95			5310 33 430640	347	101000
43	AMBULANCE		131.31			5510 10 420730	345	101000
44			24.96			5510 10 420730	347	101000
45	CITY SHOP		106.86*			6040 910 430220	345	101000
46			26.92			6040 910 430220	347	101000
47	HISTORICAL PRESERVATION		41.97*			2935 11 460461	345	101000
135515	85269S	4324 DONALD NEESE	75.00					
1	03/22/22	Police Commission Quarterly Pa	75.00			1000 5 420140	350	101000
135516	85270S	316 DATA IMAGING SYSTEMS, INC	2,339.00					
1		Finance General	162.09			1000 3 410500	360	101000
2		Finance & Administration Water	101.44			5210 25 430510	360	101000
3		Finance & Administration Sewer	101.44			5310 29 430610	360	101000
4		Mayor	54.03			1000 1 410200	360	101000
5		Planning & Community Services	54.03			1000 36 411020	360	101000
6		Public Utilities Water	116.71			5210 23 430550	360	101000

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7		Public Utilites Sewer	116.71			5310 31 430630	360	101000
8		Public Works Maint 204	76.72			2510 107 430220	360	101000
9		Public Works Maint 205	41.06			2520 108 430220	360	101000
10		Treasurer	54.03			1000 9 410540	360	101000
11		TIF	54.03			2310 11 460462	360	101000
12		Building Inspector	116.71			2394 18 420531	360	101000
13		9266 03/15/22 Optiplex Tower w/Windows 10 PD	1,290.00		30756	1000 5 420140	214	101000
135518	-99571C	523 CITY SERVICE, INC.	1,226.73					
1		03/01/22 5000 Gallon Truck Principle	999.59*		1337	5610 87 490500	650	101000
2		03/01/22 5000 Gallon Truck Interest	227.14*		1337	5610 87 490500	651	101000
135520	-99569C	1407 KLJ ENGINEERING LLC	10,899.94					
1		10165210 AGIS Survey As Built	6,003.64		1401	5610 87 430300	937	101000
2		10165213 Construction Phase Services	3,896.30		1401	5610 87 430300	937	101000
3		10165208 Prject AIP 3-30-0055-020-2021	1,000.00		1401	5610 87 430300	937	101000
135522	85229S	4263 WINN-MARION BARBER, LLC	3,048.00					
1		3312994 01/06/22 Digital Inputs for Water/Sewer	2,032.00		30706	5310 32 430690	214	101000
2		3312994 01/06/22	1,016.00		30706	5210 22 430530	214	101000
135523	85271S	999999 BEST PRACTICE	4,500.00					
1		03/02/22 Refresher Course	4,500.00*		30170	5510 10 420730	380	101000
135524	-99567C	523 CITY SERVICE, INC.	359.51					
1		W157843 Aviation Filters	359.51		1405	5610 87 430300	230	101000
135525	85272S	2847 STEADMANS ACE HARDWARE	414.77					
1		501665 Cable Hardware	236.24		1406	5610 87 430300	230	101000
2		503739 Toilet Kit	24.99		1406	5610 87 430300	230	101000
3		504393 Toilet Flapper	17.99		1419	5610 87 430300	230	101000
4		504545 Paper Towel Holders	35.96		1419	5610 87 430300	230	101000
5		505201 Electrical Parts	31.96		1419	5610 87 430300	230	101000
6		506163 Electrical Parts	28.68		1419	5610 87 430300	230	101000
7		506446 Electrical Parts	38.95		1419	5610 87 430300	230	101000
135526	85273S	4127 I-STATE TRUCK CENTER	535.24					
1		R251079359 03/02/22 Unit 44	428.19		30559	2510 107 430220	363	101000
2		R251079359 03/02/22	107.05*		30559	2520 108 430220	363	101000

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135527	85274S	2270 NORTHWEST PIPE INC	124.23					
1	03/02/22	Unpaid Balance	124.23		30704	5210 23 430550	235	101000
135528	85275S	870 EAST MAIN ANIMAL CLINIC	773.92					
1	8632 02/22/22	Vet Bill for Shelter Animals	105.00		30294	1000 21 440600	350	101000
2	03/31/22	Vet Services for Dogs & Cats	668.92		30772	1000 21 440600	350	101000
135529	85276S	1120 C & J ELECTRIC	624.96					
1	293 02/23/22	Stockman Addition	185.00		30673	2440 50 430263	360	101000
2	823 02/25/22	600 Block Lights	281.87		30673	2440 50 430263	360	101000
3	301 02/28/22	Stockman Addition	158.09*		30673	2430 49 430263	230	101000
135530	85233S	4386 KIMBERLY MEES	750.00					
1	02/28/22	February 2022 Cleaning PD	750.00		30296	1000 5 420140	350	101000
135531	85277S	2510 QUAD K SUPPLY	332.99					
1	62759 03/09/22	Library Cleaning Supplies	197.99		30469	2220 16 460100	224	101000
2	62841 03/21/22	Cleaning Supplies, Hand Towels	135.00		30762	1000 5 420140	220	101000
135532	85243S	999999 ERIK SLOTSVE	105.00					
1	01/24/22	EMT Book	105.00*		30177	5510 10 420730	382	101000
135533	85244S	999999 CHRISTOPHER WALKER	105.00					
1	01/18/22	EMT Book	105.00*		30176	5510 10 420730	382	101000
135534	85245S	999999 CHRISTOPHER TRUESDALE	105.00					
1	01/18/22	Emergency Care Book	105.00*		30175	5510 10 420730	382	101000
135535	85246S	999999 MATTHEW TILLERY	1,004.00					
1	202170 09/07/21	EMT Course	906.00*		30172	5510 10 420730	380	101000
2	128887 12/22/21	NREMT License	98.00		30172	5510 10 420730	350	101000
135536	85247S	999999 JOHN HOLLOWELL	1,046.00					
1	09/07/21	EMT Book	140.00*		30179	5510 10 420730	382	101000
2	09/07/21	Class	906.00*		30179	5510 10 420730	380	101000
135537	85248S	999999 ALEXI BIDEGARAY	105.00					
1		Book	105.00*		30178	5510 10 420730	382	101000

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135538	85249S	999999	EVAN BLANKENSHIP	1,011.00					
1	09/07/21	Books EMT		105.00*		30174	5510 10 420730	382	101000
2	09/07/21	Class		906.00*		30174	5510 10 420730	380	101000
135539	85250S	999999	CHRIS KURKOWSKI	1,112.00					
1	09/13/21	MCC Course		909.00*		30173	5510 10 420730	380	101000
2	129383	12/22/21	NREMT License	98.00		30173	5510 10 420730	350	101000
3	12/21/21	Books		105.00*		30173	5510 10 420730	382	101000
135540	85251S	999999	SARAH KLOEWER	3,000.00					
1	100	03/07/22	6 Months Evaluator	3,000.00		30183	5510 10 420730	350	101000
135541	85347S	1571	MACS FRONTIERLAND	422.57					
1	190484	03/07/22	A26	208.54		30181	5510 10 420730	364	101000
2	191022	03/30/22	A26	214.03		30851	5510 10 420730	364	101000
135542	85278S	1780	MILES CITY MOTOR SUPPLY	532.73					
1	905313		Grease & Cleaner	51.25		1408	5610 87 430300	363	101000
2	905314		Electric Terminals	7.28		1408	5610 87 430300	363	101000
3	905382		Spray Lube	33.87		1408	5610 87 430300	363	101000
4	908488		Electrical Parts & Screws	230.25		1420	5610 87 430300	363	101000
5	909276		Battery	117.60		1420	5610 87 430300	363	101000
6	910139		Battery Chargers	92.48		1420	5610 87 430300	363	101000
135543	85279S	999999	KEN STEIN	763.40					
1	03/09/22	Postage Stamps		116.00		29132	1000 6 410300	311	101000
2	03/17/22	2022 Spring Conf Mileage, Food		647.40		29134	1000 6 410300	380	101000
135544	85280S	869	EAST MONT COMMUNICATIONS	184.00					
1	29243	03/09/22	Kenwood TK-5210 Charger & Batt	184.00		30752	1000 5 420140	220	101000
135545	85281S	2162	MONTANA SUPREME COURT	300.00					
1	03/09/22	Judge Spring Conference		300.00		29131	1000 6 410300	334	101000
135546	85234S	1941	LOCAL GOVERNMENT CENTER	830.00					
1	#M136	01/31/22	Municipal Institute Jody	415.00		28000	1000 3 410500	380	101000
2	#M135	01/31/22	Municipal Institute Mary	415.00		28000	1000 3 410500	380	101000
135548	85282S	288	MILES CITY AREA CHAMBER OF	67.54					
1	7124076	02/24/22	Volunteer Invites	67.54*		29927	2985 15 450340	311	101000

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135549	85283S	361	BILLS TRUCK SERVICE	285.00					
1	10357	02/11/22	Unit 13	114.00		30674	2510 107 430220	363	101000
2	10357	02/11/22		28.50*		30674	2520 108 430220	363	101000
3	10357	02/11/22		71.25		30674	5210 23 430550	230	101000
4	10357	02/11/22		71.25		30674	5310 31 430630	230	101000
135550	85284S	4216	BIG SKY GUTTERS & DOORS	710.00					
1	8391	03/02/22	FWP Shop	120.00		30675	2510 107 430220	350	101000
2	8391	03/02/22		30.00		30675	2520 108 430220	350	101000
3	8391	03/02/22	Park Shop	25.00		30675	1000 13 460433	350	101000
4	8391	03/02/22	Wastewater Plant	535.00		30675	5210 80 430540	220	101000
135551	85285S	4358	TNT WATER AND SEWER LLC	390.00					
1	646344	02/03/22	Sewer Backup	180.00		30705	5310 31 430630	350	101000
2	646344	02/28/22	Sewer Inspect 14 N Merriam	210.00		30705	5310 31 430630	350	101000
135552	85286S	4130	IBS, Inc.	569.21					
1	779991	03/04/22	All Depts	207.47		30678	2510 107 430220	363	101000
2	779991	03/04/22		51.87*		30678	2520 108 430220	363	101000
3	779991	03/04/22		129.67		30678	5210 23 430550	230	101000
4	779991	03/04/22		129.67		30678	5310 31 430630	230	101000
5	7799912	03/04/22	All Depts	20.21		30693	2510 107 430220	363	101000
6	7799912	03/04/22		5.05*		30693	2520 108 430220	363	101000
7	7799912	03/04/22		12.63		30693	5210 23 430550	363	101000
8	7799912	03/04/22		12.64		30693	5310 31 430630	363	101000
135553	85287S	4161	DESERT MOUNTAIN COPORATION	5,071.78					
1	2191791	03/11/22	Ice Slicer	4,057.42		30664	2510 107 430220	220	101000
2	2191791	03/11/22		1,014.36		30664	2520 108 430220	220	101000
135554	85288S	1480	LAWSON PRODUCTS INC	1,841.40					
1	9309335241	03/03/22	Asphalt Patch	1,473.12		30558	2510 107 430233	230	101000
2	9309335241	03/03/22		368.28		30558	2520 108 430233	230	101000
135555	85289S	4340	BILLING DOCUMENT SPECIALISTS	2,278.25					
1	80863	02/28/22	Water Postage	1,822.60*		30709	5210 25 430510	311	101000
2	80863	02/28/22		455.65		30709	5310 29 430610	311	101000
135556	85252S	999999	SAMANTHA MALENOVSKY	85.88					
1	03/14/22	AMFM	Conference Reimbursement	85.88		28039	1000 201 431200	370	101000

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135557	85290S	1361 INTERSTATE ENGINEERING	9,567.50					
1	46381	03/02/22 North 7th Design Eng	1,810.50		30708	5310 31 430630	357	101000
2	46381	03/02/22	1,810.50		30708	2510 107 430237	350	101000
3	46386	03/02/22 MDT Coordination North 7th Des	1,299.50		30708	5310 31 430630	357	101000
4	46386	03/02/22	1,299.50		30708	2510 107 430237	350	101000
5	46613	03/25/22 N 7th Design Engineering	1,673.75		30712	5310 31 430630	357	101000
6	46613	03/25/22	1,673.75		30712	2510 107 430237	350	101000
135558	85291S	2151 Morrison-Maierle System	8,799.00					
1	000041997	02/25/22 Quarterly Maintenance Fees	3,195.00*		30445	2850 105 420140	350	101000
2	000042120	03/04/22 NetMotion Renewal	2,870.00*		30445	2850 105 420140	350	101000
3	000042083	02/25/22 IT Services	333.00		30754	1000 5 420140	350	101000
4	000042166	03/18/22 Sonic Wall Renewal install	2,401.00*		30447	2850 105 420160	350	101000
135559	85292S	4106 DIGITAL LOGGERS	2,532.00					
1	181631A	03/03/22 Annual Maintenance for DLI 32	2,532.00*		30444	2850 105 420140	350	101000
135560	85293S	4357 MCCONE ELECTRIC CO-OP INC	54.86					
1	01/28/22	Sheep Mountain Tower	54.86		30443	2850 105 420140	341	101000
135561	85294S	4180 INTELLICORP RECORDS, INC.	45.60					
1		Background Check	22.80			5210 22 430530	350	101000
2			22.80			5310 33 430640	350	101000
135562	85295S	4254 MC ELECTRIC, LLC	693.24					
1	3974	01/21/22 Install Wired Door Bell	325.00		30755	1000 5 420140	350	101000
2	4124	03/22/22 Garage Door Eyes	368.24		30611	5310 33 430640	360	101000
135563	85296S	4134 FICKLER OIL COMPANY, INC	3,817.60					
1	111947	03/16/22 Synthetic Oil for Patrol Cars	872.30		30751	1000 5 420140	366	101000
2	111946	03/16/22 Oil Public Works All Depts	975.72		30563	2510 107 430220	231	101000
3	111946	03/16/22	243.93		30563	2520 108 430220	231	101000
4	111946	03/16/22	609.82		30563	5210 23 430550	231	101000
5	111946	03/16/22	609.83		30563	5310 31 430630	231	101000
6	111913	03/01/22 All Depts	202.40		30563	2510 107 430220	231	101000
7	111913	03/01/22	50.60		30563	2520 108 430220	231	101000
8	111913	03/01/22	126.50		30563	5210 23 430550	231	101000
9	111913	03/01/22	126.50		30563	5310 31 430630	231	101000

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135564	85297S	2871 THATCHER COMPANY OF MONTANA	8,679.84					
1	2022350100	01/31/22 Aluminum Sulfate	8,679.84		30603	5210 80 430540	222	101000
135565	85235S	999999 AC AIR TECHNOLOGY	10,966.00					
1	PP0045324	T2W2 Aircraft Tug	10,966.00*		1410	5610 87 430300	940	101000
135566	85298S	4303 PARKER, HEITZ, & COSGROVE, PLLC	2,497.50					
1	01/31/22	Previous Charge	2,070.00*		30321	1000 2 410100	350	101000
2	2022-0066	02/28/22 City Vs. Eckart	427.50*		30321	1000 2 410100	350	101000
135567	85236S	4169 EMERGENCY APPARATUS MAINT., INC.	10,877.65					
1	121283	11/19/21 E-8	1,237.60		30120	1000 7 420460	364	101000
2	121284	11/19/21 E-7	1,378.65		30120	1000 7 420460	364	101000
3	121285	11/19/21 E-9	1,161.04		30120	1000 7 420460	364	101000
4	121329	11/19/21 E-7	4,646.26		30120	1000 7 420460	364	101000
5	131423	11/19/21 E-8	2,454.10		30120	1000 7 420460	364	101000
135568	85299S	999999 GAIL KREZELAK	477.95					
1	03/16/22	Spring 2022 Conference Food &	477.95		29133	1000 6 410300	380	101000
135569	85300S	1426 KIWI PETES TREE SERVICE	850.00					
1	2511 03/16/22	Strevell X Stower	850.00		30679	2510 107 430220	350	101000
135570	85301S	4247 FRED WACKER AGENCY, INC.	1,165.00					
1	3172022	Annual Liability Insurance Cre	1,165.00*		1411	5610 87 430300	512	101000
135571	85302S	286 STANLEY CHIROPRACTIC OFFICE	90.00					
1		CDL Physical	72.00*			2510 107 430220	334	101000
2			18.00*			2520 108 430220	334	101000
135572	85238S	2831 MILES CITY STAR PUBLISHING	279.50					
1	159626	02/18/22 Floodplain Permit	97.50		28040	1000 201 431200	331	101000
2	159625	02/18/22 Floodplain Variance	104.00		28040	1000 201 431200	331	101000
3	159674	02/24/22 Notice of Public Comment	78.00		30677	1000 36 411020	331	101000
135573	85241S	999999 LINDA WILKINS	431.88					
1		Travel Advance HR Symposium	431.88			1000 3 410500	370	101000
135574	-99565C	4363 MONTANA MUNICIPAL INTERLOCAL	3,750.00					
1	DR1005221	02/28/22 Insurance Deductible Street	3,000.00*		30322	2510 107 430220	512	101000
2	DR1005221	02/28/22	750.00*		30322	2520 108 430220	512	101000

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135575	-99563C	523 CITY SERVICE, INC.	14,578.92					
1	0568053	3000 Gallons Av Gas 100LL	14,578.92*		1381	5610 87 430300	237	101000
135576	85253S	4388 MEDIX SPECIALTY VEHICLES, LLC	116.52					
1	12253	11/11/21 Thermostat A30	116.52		30101	5510 10 420730	364	101000
135577	85303S	1649 MCC CENTRA ATHLETIC CENTER	400.00					
1	03/20/22	Centra Memberships	400.00		30763	1000 5 420140	334	101000
135578	85304S	2537 RDO EQUIPMENT CO	6,662.67					
1	P9095912	Units 45&46 Cutting Edges	2,665.07		30561	2510 107 430220	363	101000
2	P9095912		666.27*		30561	2520 108 430220	363	101000
3	P9095912		1,665.66		30561	5210 23 430550	230	101000
4	P9095912		1,665.67		30561	5310 31 430630	230	101000
135579	85305S	1330 SCL Health - Sisters of Charity	241.70					
1	50034988	02/17/22 DUI Blood Draw	241.70		30761	1000 5 420140	220	101000
135580	85306S	4246 MACOP	100.00					
1	03/21/22	MACOP Membership 2022	100.00		30760	1000 5 420140	334	101000
135581	85307S	2853 STRYKER SALES CORP	735.12					
1	3701288M	03/14/22 Bearings	96.56		30188	5510 10 420730	220	101000
2	3701289M	03/14/22 Bearings	96.56		30188	5510 10 420730	220	101000
3	3701287M	03/14/22 Actuator	117.00		30188	5510 10 420730	220	101000
4	3701286M	03/14/22 Labor	425.00		30188	5510 10 420730	220	101000
135582	85308S	4310 WINTER EQUIPMENT COMPANY	2,341.58					
1	IV51727	Cutting Edges, 96 " Plows	2,341.58		1412	5610 87 430300	363	101000
135583	85309S	1825 MILES COMMUNITY COLLEGE	60.00					
1		Miles City Job Fair April 21,	60.00			1000 3 410500	334	101000
135584	85310S	4270 EASTERN MONTANA FAIR	300.00					
1	510	03/24/22 Event Space	300.00*		30193	5510 10 420730	380	101000
135585	85311S	52 ABC GLASS & SIGNS, INC.	200.00					
1	10062006	03/25/22 Double Strength Glass Bullet	200.00		30769	1000 5 420140	220	101000

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135586	85312S	4045 LAND SOLUTIONS, INC. 1 03/27/22 Feb 25-March 24, 2022	912.00 912.00		30682	1000 36 411020	350	101000
135587	85313S	4387 BRINDLEE MOUNTAIN FIRE 1 00018323 03/24/22 Down Payment on Fire Truck	75,000.00 75,000.00*		30194	1000 7 420460	940	101000
135588	85314S	999999 WILLIAM REIL 1 03/29/22 Refund Water Deposit	44.95 44.95			5210 214010		101000
135589	85315S	999999 BRENDA BERG 1 Refund Water Deposit	24.02 24.02			5210 214010		101000
135590	85316S	999999 MICHAEL REGALADO 1 03/29/22 Refund Water Deposit	94.02 94.02			5210 214010		101000
135591	85317S	999999 ELIZABETH CARLSON 1 03/29/22 Refund Water Deposit	95.88 95.88			5210 214010		101000
135592	85318S	429 BNSF RAILWAY COMPANY 1 22002417 03/14/22 Drainage Ditch	401.17 401.17		30683	2520 108 430235	350	101000
135593	85319S	999999 DAVID HARRIS 1 03/30/22 Travel, Meals MT Rural Water 2 03/30/22	83.00 41.50 41.50		30713 30713	5210 22 430530 5310 33 430640	380 380	101000 101000
135595	85320S	4250 EQUIPMENT MANAGEMENT SOLUTIONS 1 130812 02/23/22 Unit 13 2 130812 02/23/22 3 130812 02/23/22 4 130812 02/23/22	202.13 80.84 20.22* 50.53 50.54		30684 30684 30684 30684	2510 107 430220 2520 108 430220 5210 23 430550 5310 31 430630	363 363 230 230	101000 101000 101000 101000
135596	85321S	999999 KELI ANDERSON 1 03/29/22 Office Supplies	4.97 4.97		30199	1000 7 420460	210	101000
135597	85322S	4380 MAKIN ASSURANCE 1 3 03/29/22 Q/A Results	500.00 500.00*		30198	5510 10 420730	380	101000
135598	85323S	4189 L.N. CURTIS AND SONS 1 580211 03/24/22 Boots 2 580811 03/25/22 Service	3,069.80 495.00 2,574.80		30196 30197	1000 7 420460 1000 7 420460	226 360	101000 101000

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135599	-99561C	1407 KLJ ENGINEERING LLC		1,979.09					
1	10166505	03/24/22 GIS Data Maintenance		1,979.09*		30448	2850 105 420140	350	101000
135600	85324S	4386 KIMBERLY MEES		750.00					
1		PD Cleaning March 2022		750.00		30770	1000 5 420140	350	101000
135601	85325S	4350 PAPE MATERIAL HANDLING		376.54					
1	41017794	Service and Repair Lift		376.54		1416	5610 87 430300	363	101000
135602	85255S	2865 DEPT OF ENVIRONMENTAL QUALITY		420.00					
1		04/01/22 Application Fees & Exam Fees		210.00		30604	5210 22 430530	380	101000
2		04/01/22		210.00		30604	5210 80 430540	380	101000
135603	85326S	313 FASTENAL		1,068.00					
1	MTMIE91874	04/01/22 Cold Patch		854.40		30688	2510 107 430233	230	101000
2	MTMIE91874	04/01/22		213.60		30688	2520 108 430233	230	101000
135604	85327S	4245 RANGE RIDERS MUSEUM		300.00					
1	07505704	03/21/22 Soup Supper Rent		150.00		29929	2985 15 450351	220	101008
2		04/02/22 Vol Appr		150.00*		29929	2985 15 450330	220	101004
135605	85328S	502 CIMA		1,002.77					
1		03/31/22 Volunteer Insurance		500.00		29932	2985 15 450330	512	101004
2		03/31/22		502.77		29932	2985 15 450330	513	101004
135606	85329S	999999 NANCY REYNOLDS		71.48					
1		DAV Meal Reimbursement		71.48		29933	2985 15 450330	379	101004
135607	85330S	999999 ALFRED B. OLSON		35.99					
1		03/01/22 DAV Meal Reimbursement		35.99		29934	2985 15 450330	379	101004
135608	85331S	999999 CINDY ERICKSON		30.00					
1		02/22/22 CHC Fingerprinting Fee		15.00*		29935	2985 15 450340	220	101000
2		03/22/22 Mailing Fingerprints CHC		15.00*		29935	2985 15 450340	220	101000
135610	85332S	800 DOEDEN CONSTRUCTION		1,520.43					
1	60687	03/29/22 Stower Sewer Repair		706.44		30717	5310 31 430630	233	101000
2	60703	04/01/22 Curb Stops		467.24		30717	5210 23 430550	235	101000
3	90707	03/14/22 Washed Sand		264.55		30691	2510 107 430233	230	101000
4	90708	03/14/22 Dryscreen Sand		82.20*		30691	1000 14 460445	220	101000