



CITY OF MILES CITY AGENDA

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

*February 28, 2023
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**
 - A. Regular City Council Meeting 02/14/2023
 - B. Finance Committee Meeting 02/03/2023
2. **SCHEDULE MEETINGS**
3. **REQUEST OF CITIZENS & PUBLIC COMMENT**

Tracey Gierke – Requesting alcohol variance at Wibaux Park
4. **STAFF REPORTS**

Deputy Clerk Scholarship Request
5. **CITY COUNCIL COMMENTS**
6. **MAYOR COMMENTS**
7. **BID AWARDS**
 - PRINTING BID
 - HAYNES AVENUE SANITARY SEWER REHABILITATION PROJECT
8. **NEW BUSINESS**
 - A. Approve Task Order 2, Agreement to Furnish Professional Services to the City of Miles City for Montana Department of Transportation 2023 Transportation Alternatives Program Capital Improvement application. (Finance Committee Recommends Approving).
 - B. RESOLUTION NO. 4500 - A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEARS 2021-2022 AND 2022-2023 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101, AND PROVIDING FOR HEARING THEREON
 - C. RESOLUTION NO. 4501 - A RESOLUTION OF THE CITY COUNCIL OF MILES CITY, MONTANA SUBMITTING TO THE QUALIFIED ELECTORS OF MILES CITY THE QUESTION OF ISSUING GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL

AMOUNT OF UP TO THREE MILLION NINE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$3,945,000) FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF DESIGNING, CONSTRUCTING, EQUIPPING, AND FURNISHING A NEW CITY FIRE AND RESCUE STATION ON CITY-OWNED PROPERTY LOCATED AT 2800 MAIN MILES CITY, MONTANA; AND PAYING COSTS ASSOCIATED WITH THE SALE AND ISSUANCE OF THE BONDS

- D. RESOLUTION NO. 4502 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH DIAMOND J CONSTRUCTION, LLC., FOR THE HAYNES AVENUE SANITARY SEWER REHABILITATION PROJECT.**
- E. ORDINANCE NO. 1367 - AN ORDINANCE AMENDING SECTION 23-33 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY REGARDING INSTALLATION AND MAINTENANCE OF SERVICE PIPES. (Finance Committee Recommends Approving).**
- F. RESOLUTION NO. 4503 - A RESOLUTION ADOPTING AMENDED "MODEL GOVERNMENT SOCIAL MEDIA TERMS AND CONDITIONS FOR USERS" PERTAINING TO CITY OF MILES CITY SOCIAL MEDIA ACCOUNTS.**
- G. APPROVAL OF JANUARY CLAIMS**

9. ADJOURNMENT

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

Minutes

REGULAR COUNCIL MEETING February 14, 2023 6:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, February 14, 2023, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Council President Roxanna Brush called the meeting to order. Council Members present were Pamela Bovee, Ken Gardner, Chris Grenz, Rick Huber, Mathew Regan, and Kathy Wilcox. Council Member Dwayne Andrews was not present.

Also present were City Attorney Dan Rice, Public Utilities Director Tom Speelmon, Public Works Director Scott Gray, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, and City Clerk/Minute Recorder Mary Rowe.

PLEDGE OF ALLEGIANCE

Council President Brush led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

Regular City Council Minutes: 1/24/2023

** *Councilperson Grenz moved to approve the minutes of the Regular City Council Meeting of January 24, 2023, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 7-0.*

Public Service Committee Minutes: 1/31/2023

** *Councilperson Grenz moved to approve the minutes of the Public Service Committee Meeting of January 31st, 2023, subject to any changes, and seconded by Councilperson Regan. The motion **passed** by unanimous consent, 7-0.*

Public Safety Committee Minutes: 11/17/2022

** *Councilperson Grenz moved to approve the minutes of the Public Safety Committee Meeting of November 17th, 2022, subject to any changes, and seconded by Councilperson Wilcox. The motion **passed** by unanimous consent, 7-0.*

Human Resource Committee Minutes: 12/01/2022

** *Councilperson Wilcox moved to approve the minutes of the Human Resources Committee Meeting of December 1st, 2022, subject to any changes, and seconded by Councilperson Grenz. The motion **passed** by unanimous consent, 7-0.*

Human Resource Committee Minutes: 01/05/2023

** Councilperson Wilcox moved to approve the minutes of the Human Resources Committee Meeting of January 5th, 2023, subject to any changes, and seconded by Councilperson Regan. The motion **passed** by unanimous consent, 7-0.

Human Resource Committee Minutes: 01/19/2023

** Councilperson Wilcox moved to approve the minutes of the Human Resources Committee Meeting of January 19th, 2023, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 7-0.

SCHEDULE MEETINGS

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

Finance Committee Meeting	2/23/2023	@6:00pm
Human Resources Committee Meeting	2/23/2023	@5:00pm

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Council reviewed staff reports and asked about the fence around the splash pad. Director Gray explained that it will be six feet in height and that Stockman Bank has donated \$3,500 dollars and has challenged the community to match the donation. He also explained that he planned to add the alley on the north side of Wibaux park to the street maintenance district 204 and include the Florence Stacy fountain in the district. It would add curb, gutter, sidewalk, and décor to the street and alleviate the general fund from the cost burden of construction and maintenance.

CITY COUNCIL COMMENTS

Councilperson Grenz reported that the mirror on Stower and Montana is broken. He also stated that the County Commissioners were interested in swapping the triangle piece of property by the Sherriff Department for a piece of property by Pine Hills, so that option should be pursued.

Councilperson Brush spoke about animals being found deceased around town and asked that people report animal cruelty if they come across it.

Councilperson Wilcox commended Officer Winkley for doing a great job.

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

Human Resources Committee presented a sheet of recommendations regarding Planning Assistant Duties and Compensation for employees that have been doing the duties during the planner vacancy through current and compensation for employees to continue the duties moving forward until a planner is hired. To continue to seek a Planner, whether it be a contracted position, a City/County position, or a City only Planner Assistant position.

Councilperson Grenz left the meeting at 6:50pm.

Councilperson Huber requested that #2 (retro pay for duties already performed) be stricken from the recommendation and move forward with #1 only (compensation for duties performed going forward). Director Gray, Clerk Rowe, and Administrator Malenovsky explained that there are different areas that each employee had been handling and asked that compensation be paid for all those that have been doing the duties. It was explained that it would not be duties permanently added to job descriptions, but temporary additional duties for the employees that are currently doing them. Attorney Rice explained that the recommendation had to be limited to one area, not an array of items.

****** *Councilperson Wilcox moved to approve temporary additional duties and compensation as stated, including backpay, through June 30, 2023, seconded by Councilperson Regan.*

Councilperson Grenz returned to the meeting at 7:32pm.

Attorney Rice updated Councilperson Grenz on the conversation that commenced in his absence.

Councilperson Wilcox called to question.

****** *On a roll call vote the motion failed, 5-2 with Gardner, Huber, Grenz, Regan, and Brush voting no.*

BID OPENINGS

N Haynes Sewer Project
Director Speelmon opened and read aloud the two bids received.

JR Civil

-Alt A \$2,850,977.80
-Alt D \$260,570.20

Diamond J Construction
-Alt A \$2,538,945
-Alt D \$173,470
-Alt E \$158,650

** *Councilperson Wilcox moved to refer to Finance, seconded by Councilperson Grenz and passed unanimously, 7-0.*

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

A. **RESOLUTION NO. 4494 – A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL NO. 283-B UNION**

** *Councilperson Grenz moved to approve the Resolution, read by title only and seconded by Councilperson Huber.*

Council reviewed the changes.

Officer Wilkins explained that the fiscal impact would be approximately \$100,000 and stated that it is already budgeted in for this year.

** *On roll call vote, the motion passed by unanimous consent, 7-0.*
Resolution No. 4494 passed.

B. **RESOLUTION NO. 4495 – A RESOLUTION ESTABLISHING CITY OF MILES CITY PERSONNEL POLICIES REGARDING POLICY TITLE**

** *Councilperson Huber moved to approve the Resolution with changing “policy title” to “FMLA” and seconded by Councilperson Bovee. On roll call vote, the motion passed by unanimous consent, 7-0. Resolution No. 4495 passed.*

C. **RESOLUTION NO. 4496 – A RESOLUTION ACCEPTING WATER**

AND SEWER INFRASTRUCTURE INSTALLED TO SERVE THE CITY VIEW SUBDIVISION INTO THE CITY OF MILES CITY'S MUNICIPAL WATER AND SEWER SYSTEMS

****** *Councilperson Grenz moved to approve the Resolution and seconded by Councilperson Huber.*

There was a brief discussion about the subdivision as a whole.

****** *On roll call vote, the motion passed by unanimous consent, 7-0. Resolution No. 4496 passed.*

D. RESOLUTION NO. 4497 – A RESOLUTION APPROVING AN AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT FOR CITY VIEW SUBDIVISION

****** *Councilperson Grenz moved to approve the Resolution and seconded by Councilperson Bovee. On roll call vote, the motion passed by unanimous consent, 7-0. Resolution No. 4497 passed.*

E. RESOLUTION NO. 4498 – A RESOLUTION APPROVING AN “AMENDMENT TO ENGINEER-OWNER AGREEMENT” WITH KLJ ENGINEERING, LLC, FOR FLOODPLAIN SERVICES

****** *Councilperson Grenz moved to approve the Resolution and seconded by Councilperson Gardner. On roll call vote, the motion passed by unanimous consent, 7-0. Resolution No. 4498 passed.*

F. RESOLUTION NO. 4499 – A RESOLUTION OF THE CITY OF MILES CITY APPROVING A “UTILITY EASEMENT” AND “EASEMENT GRANT” FROM THE STATE OF MONTANA

****** *Councilperson Bovee moved to approve the Resolution and seconded by Councilperson Gardner. On roll call vote, the motion passed by unanimous consent, 7-0. Resolution No. 4499 passed.*

G. APPROVAL OF JANUARY CLAIMS

****** *Councilperson Wilcox moved to postpone until next meeting, seconded by Councilperson Huber and passed unanimously, 7-0.*

ADJOURNMENT

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

The meeting was adjourned at 8:18p.m.

John Hollowell, Mayor

Mary Rowe, City Clerk

Finance Committee Meeting

February 3, 2023

The Finance Committee met Tuesday, February 3, 2023 at 4:00 p.m. in the Miles City, City Hall Conference Room and online at zoom.us. Present were Committee Chair Roxanna Brush, and Committee Members Pamela Bovee, Rick Huber, and Kathy Wilcox.

Also present were Floodplain Administrator Sam Malenovsky and City Clerk/Recorder Mary Rowe.

Committee Chair Brush called the meeting to order.

1. Request of Citizens and Public Comment

Committee member Wilcox requested that the Finance Committee meetings not be held on Friday evenings.

Committee Member Huber questioned why we have a Police Commission and wants to look into the value of the Commission at budget time.

2. Set Claims Review Schedule

Clerk Rowe explained that right now Ward I reviews the first fiscal quarter of the year, Ward II reviews the second quarter of the fiscal year, etc.

****** *Committee Member Huber moved to keep schedule as is, seconded by Committee Member Wilcox and passed unanimously, 4-0.*

3. Review and Recommend Task Order 2, Agreement to Furnish Professional Services to the City of Miles City for Montana Department of Transportation 2023 Transportation Alternatives Program Capital Improvement application.

Administrator Malenovsky gave a brief overview of the program and match funds.

****** *Committee Member Wilcox moved to recommend approving Task Order 2, seconded by Committee Member Bovee and passed unanimously, 4-0.*

4. Review and Recommend Printing Bid Award.

****** *Committee Member Wilcox moved to recommend accepting Boss's bid, seconded by Committee Member Huber and passed unanimously, 4-0.*

5. Adjournment

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

The meeting was adjourned at 4:32p.m.

Roxanna Brush, Chairperson

Mary Rowe, Clerk/Recorder

Staff Reports

Mary Rowe

From: Dan Rice <drice@milescity-mt.org> on behalf of Dan Rice
Sent: Thursday, February 09, 2023 10:00 AM
To: Mary Rowe; John Hollowell
Subject: City Attorney Staff Report

Mary - can you provide the following to the Council, along the other department head reports? If you'd prefer that I email Council directly, can you provide me with a current email list?

Members of the Council,

Please find the following report pertaining to the City Attorney's office:

Major Projects: The most recent major projects completed by my office include the City's new noise ordinance and municipal infraction ordinance overhauls. No major code related projects are underway at this point in time.

General Review: My office continues to review contractual and policy documents, and provide or review resolutions for the same, which will appear in your packet at each meeting. I won't go into any specific detail, as these items all appear in your council packet.

Litigation: The only pending litigation involving the City is the Eckart Trucking matter, and the City is represented by Moulton Bellingham law firm in this action. The Moulton firm will provide occasional meetings and updates to the Council as developments occur.

Sincerely,

Daniel Z. Rice
City Attorney, Miles City, MT
P.O. Box 728, 513 Main St.
Miles City, MT 59301
(406)232-4070
(406)232-4093 (Fax)

The preceding e-mail message (including attachments, if any) contains information that is confidential, may be protected by the attorney-client, work product, or other applicable privilege, and may constitute non-public information or trade secrets. The e-mail is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this e-mail, please notify the sender, and destroy all copies of this transmittal. Please do not forward this message without the express approval of Daniel Z. Rice. Unauthorized use, dissemination, distribution, or reproduction of this message is strictly prohibited and may be unlawful.



MILES CITY POLICE DEPARTMENT
Doug Colombik, Chief of Police

419 N. 7th Street
Miles City, MT 59301
Phone: (406) 232-3411
Fax: (406) 234-4270

To: City Council

From: Chief Colombik

Ref: Monthly Council Report

Please see below the February 2023 monthly council report:

The Miles City Police Department has experienced turnover as a result of two former certified officers leaving the city for positions with the Custer County Sheriff's Office. These officers will start at \$29.15 an hour. One of the officers was a patrolman with less than two years on, she is currently making over \$6.00 an hour more starting. The other was a Sergeant, and he is currently making approximately \$4.00 an hour more starting. We now have a third officer with less than two years on that has applied and looks like he was offered a position. He will start at over \$6.00 an hour compared to what he was making at the police department. This third officer was sent to the Montana Law Enforcement Academy by us, and now will be leaving for the CCSO.

I have been recruiting for police candidates and have received several qualified applicants. I expect to fill these three positions fairly quickly. I have attached a salary survey of law enforcement agencies across Montana for your review. As of last week, there was 40 agencies competing with each other for qualified candidates. Since the union 283B was signed, our starting wage is \$23.00 an hour currently. We are right in the ballpark for other police agencies our size in Montana. We are unable to compete with the salaries given at CCSO (they have less officers overall) and in fact CCSO is actually the third highest paid sheriff's office in the state, only behind Missoula County and Gallatin County. We cannot compare our police department at 17 officers to a sheriff's department with 6 officers.

Although the base wages are considerably less, we feel that we have an excellent benefit package with the City of Miles City including holiday pay, overtime, comp time, wellness program, 12 hour shifts (3 on and 3 off), 100% paid membership to local fitness facilities, and a very solid retirement system that is in better shape than other law enforcement defined benefit plans. With the signing of the contract, the officers will now receive the same 1% base longevity as the sheriff's employees. I believe we have a better benefit package than the county. We assumed

MILES CITY POLICE DEPARTMENT

Doug Colombik, Chief of Police

with the new sheriff we may lose one officer, but not three. Two of these three were already POST certified so we did not pay for their academy.

The reason for this information on this monthly report is to always remember with the current state of law enforcement in the United States, there are far less people looking at this career than ten years ago and especially twenty years ago. Competition is fierce, similar to "free agency" in professional sports. Cities and counties are doing whatever they can to keep the officers they have and recruit the ones they need. We must remember this always, as we are always a few years away from being back to the lower end of the pay scale with our competition.

I will keep all of you updated on our recruiting efforts for these three positions that need filled.

Doug Colombik
Chief of Police
Miles City Police Department

As of 2/6/23

Pay Table City PD's

Agency	Starting	After 1 yr	Lateral Pay	Other Pay	Notes
Bozeman PD	\$31.28				
MSU PD	\$29.52	\$36.88			
Billings PD	\$29.50				
Kalispell PD	\$28.04		\$28.41		
Butte/Silver Bow PD	\$26.92				
Manhattan PD	\$25.76		\$28.79	\$30.10	Detective Pay
Glasgow PD	\$24.07	\$24.64		\$4,000.00	Max sign Bns
Hardin PD	\$24.00				
MSU Billings	\$23.80				
Billings Airport PD	\$23.78				
Lewistown PD	\$23.20				
Livingston PD	\$23.17				
Miles City PD	\$23.06				3 openings
Dillon PD	\$20.00	\$22.00			
Fairview PD	\$20.00				
Glendive PD	\$19.98	\$23.36			
Cut Bank PD	\$19.96		\$24.05	\$5,000.00	Max Sign Bns
Libby PD	\$17.95				
Wolf Point PD	\$15.25		\$23.85		
Havey PD					4 openings

Average Starting Pay: \$23.58

Pay Table County SO's

Agency	Starting	After 1 yr
Missoula	\$29.86	
Custer	\$29.15	
Yellowstone	\$28.11	
Big Horn	\$27.45	
Roosevelt	\$26.07	
Lake	\$25.04	
Toole	\$24.84	
Fergus	\$24.50	\$24.78
Sanders	\$23.19	
Lincoln	\$22.89	
Blaine	\$22.87	
Valley	\$21.63	
Mineral	\$21.45	
Chouteau	\$20.47	
Treasure	\$17.90	
Wheatland	\$17.08	\$19.21
Madison		
McCone		

Average Starting Pay: \$23.91

*38 Total agencies with open positions
As of 2/6/23

Agency	Starting
Bozeman PD	\$31.28
Missoula	\$29.86
MSU PD	\$29.52
Billings PD	\$29.50
Custer	\$29.15
Yellowstone	\$28.11
Kalispell PD	\$28.04
20 Year MCPD Officer	\$27.59

State Agency	Starting
MHP	\$25.44

New Business

TASK ORDER 2
AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO THE
CITY OF MILES CITY, MONTANA
For
Montana Department of Transportation
2023 Transportation Alternatives Program Capital Improvement Application

This Task Order provides for professional services to be performed by INTERSTATE ENGINEERING, INC., (hereinafter the Consultant), for the City of Miles City, Montana (hereinafter the Owner or City), in accordance with Article 1 of the Agreement to Furnish Engineering Services to the City, dated May 11, 2021 (hereinafter the Agreement). This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to, and part of, the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

Consultant's services under this Task Order are generally identified as follows:

The Project consists of 1) completing all necessary items for one (1) application outlined in the Montana Department of Transportation (hereinafter the MDT) 2023 Transportation Alternative Program Capital Improvement Application (hereinafter the Application) for two sidewalk infill projects near Garfield Elementary School and near Highland Park Elementary School and; 2) attend/prepare materials for one (1) public meeting regarding the Application and projects outlined in the Application.

Below are the itemized tasks with an estimated fee to complete tasks:

Item 1 – Application

Consultant will complete and submit a single Application to the MDT regarding Project #4 and Project #13 as described in *Miles City Long- Range Transportation Plan 2017* that includes the following:

- Project Name
- Project Sponsor
- Population
- Project Contact
- Estimated Project Costs
- Project Description
- Project Eligibility
- Project Benefits
- Risk Analysis

The City will have an opportunity for one (1) review of the Application prior to submittal to the MDT.

Item 2 – Public Comment and Letters of Support

Interstate Engineering will prepare necessary materials and assist the City in one (1) Public Meeting regarding the Application. The consultant will work to identify stakeholders which would benefit from the application and solicit letters of support from those stakeholders.

Exclusions

The following items are specifically excluded from this Scope of Services:

1. An update to *Miles City Long-Range Transportation Plan 2017*.
2. Any engineering design or topographic survey.
3. Exploratory excavation of existing utilities.
4. Fees for necessary permits, regulatory agency review or the Application.
5. Fees for recording any necessary easements or rights-of-way. Should any right-of-way or easement surveys or documents be necessary, the Consultant reserves the right for additional budget for such.
6. Landowner negotiations for rights-of way or easements.
7. SHPO archeological-cultural resource survey.
8. Asbestos survey, sampling, and testing for existing concrete structures, including manholes.
9. Geotechnical exploration and preparation of a geotechnical report and recommendations prepared by a Montana licensed geotechnical engineering firm.
10. Research, exploration, and soil sampling for the possible presence of petroleum products, petroleum product residues, or other contaminants.
11. Additional Applications other than described in Task 1.

ARTICLE 2. ATTACHMENTS

The following attachments are included with and made a part of this Task Order No. 2:

1. Interstate Engineering Schedule of Rates
2. Project Area

ARTICLE 3. SCHEDULE

The Consultant will provide the draft Application within ten (10) days after receipt of an executed Task Order. Final Application for submittal to MDT will be delivered to Owner within 5 days after receipt of Owner's review and comments of the Draft Application documents. If acceptance of Task Order or Owner comments are delayed, a revised schedule may need to be provided.

The Consultant will provide the Owner a digital copy of all presentation materials ten (10) days prior to Public Meeting. Any comments from the Owner of materials provided by Consultant must be submitted within 5 days of public meeting.

ARTICLE 4.

COMPENSATION

A. BUDGET

For **Item 1 – Application**, the Owner will pay the Consultant on a Time and Materials basis in accordance with the rate schedule included with this Task Order and the Master Services Agreement. The Estimated fee is \$5,500.

For **Item 2 – Public Meeting and Letters of Support**, the Owner will pay the Consultant on a Time and Materials basis in accordance with the rate schedule included with this Task Order and the Master Services Agreement. The Estimated fee is \$3,000.

The total estimate for Item 1 and 2 is \$8,500.

This Task Order budget may be modified by the Owner and Consultant in writing as needed.

B. PAYMENT SCHEDULE

Payment compensation shall be made by the Owner to the Consultant monthly beginning after the issuance of a fully executed copy of this Task Order No. 2 to the Consultant. By signing below, the Owner authorizes the Consultant to proceed with Task Order No. 2 as described above.

Consultant relies on payments by the Owner when due to meet the Consultant's payroll and other costs of doing business. Therefore, if the Owner fails to make payment for services within thirty days after receipt of the billing, the Owner hereby agrees to pay interest charges at the maximum rate of interest allowed by law on the unpaid balance or fraction thereof, when payment to the Consultant is delayed.

Limitations of Liability

A. Limitation of Consultant's Liability

1. **Consultant's Liability Limited to Amount of Insurance Proceeds:** Consultant shall procure and maintain insurance. Notwithstanding any other provision of the Master Services Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$1,000,000.

2. **Exclusion of Special, Incidental, Indirect, and Consequential Damages:** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Master

Services Agreement, the Consultant and Consultant's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:

Loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, and regulatory fines. Consultant's total liability for such damages shall not exceed \$1,000,000.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order, the Effective Date of which is indicated on Page 1.

Owner: City of Miles City, Montana

Consultant: Interstate Engineering, Inc.

By: _____

By: 

Print name: _____

Print name: Lowell J. Cutshaw, PE

Title: _____

Title: Sr. Project Engineer

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: MT PE Lic. # 38524

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

PO Box 910
Miles City, MT 59301

1211 Grand Avenue, Suite 6
Billings, MT 59102

Attachments:

ATTACHMENT 1: Consultant's Standard Hourly Rates

ATTACHMENT 2: Project Location

ATTACHMENT #1 - SCHEDULE OF RATES

ENGINEERS

ENG I	\$110.00 per hour
ENG II	\$140.00 per hour
ENG III	\$172.00 per hour
ENG IV	\$194.00 per hour
ENG V	\$210.00 per hour
ENG VI	\$232.00 per hour
ENG VII	\$250.00 per hour

SURVEYORS

SURV I	\$98.00 per hour
SURV II	\$112.00 per hour
SURV III	\$130.00 per hour
SURV IV	\$158.00 per hour
SURV V	\$176.00 per hour
SURV VI	\$195.00 per hour
SURV VII	\$209.00 per hour

PLANNERS

PLANNER I	\$93.00 per hour
PLANNER II	\$110.00 per hour
PLANNER III	\$142.00 per hour
PLANNER IV	\$169.00 per hour

TECHNICIANS

TECH I	\$65.00 per hour
TECH II	\$98.00 per hour
TECH III	\$115.00 per hour
TECH IV	\$137.00 per hour
TECH V	\$147.00 per hour
TECH VI	\$168.00 per hour
TECH VII	\$181.00 per hour
TECH VIII	\$205.00 per hour

ADMINISTRATIVE

ADMIN I	\$70.00 per hour
ADMIN II	\$80.00 per hour

INFORMATION TECHNOLOGISTS

IT I	\$135.00 per hour
IT II	\$185.00 per hour

EXPERT WITNESS

\$285.00 per hour

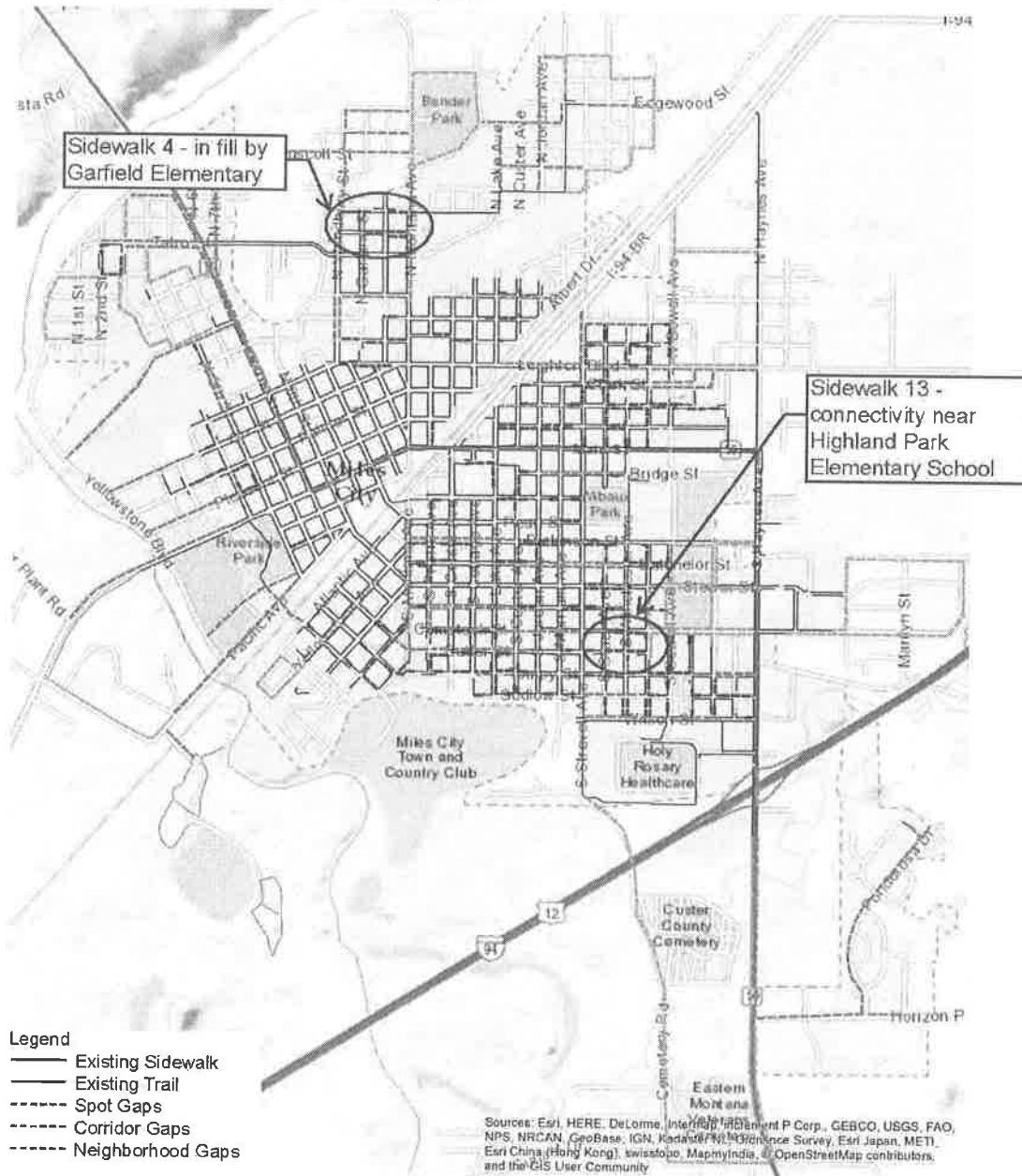
CHARGEABLE EXPENSES

Subsistence.....	Actual cost	8 1/2" X 11" Prints per Page.....	\$0.15 – black & white, \$0.50 - color
Travel Vehicle.....	\$0.78 per mile	11" x 17" Prints per Page.....	\$0.25 – black & white, \$0.50 - color
Survey Vehicle.....	\$0.88 per mile	24" x 36" Prints per Page.....	\$9.00
Aircraft.....	Actual cost	Mylar.....	\$3.00 per ft ²
Any But Ordinary First-Class Postage.....	Actual cost	ATV.....	\$75.00 per day
Subconsultant Services.....	Cost plus 10%	UTV.....	\$150.00 per day
Plat Certification per Certification.....	\$35.00	ATV / UTV with Tracks.....	\$125.00 / \$200.00
per day			
Recordation per Monument.....	\$35.00	Snowmobile.....	\$200.00 per day

Cost of surveying materials, filing fees, drafting materials and other materials required for the job, Cost plus 25%



APPENDIX D

Sidewalk Connectivity Analysis



MILES CITY LONG-RANGE TRANSPORTATION PLAN

MILES CITY TRANSPORTATION CAPITAL IMPROVEMENTS PLAN

Project Description	Estimated Cost	Rationale	Comment
BICYCLE AND PEDESTRIAN			
Sidewalk 1: Woodland Park	\$87,000	Establish connectivity along the south side of Edgewood St., west side of North Marriam Ave., and north side of Robinson St.	
Sidewalk 2: Bender Park Perimeter	\$196,000	Establish a circuitous sidewalk around a major city	
Sidewalk 3: Baker Addition	\$161,000	Provides east-west connectivity on Alice and Truscott Streets and the east side on Woodbury St.	
Sidewalk 4: Garfield Elementary Neighborhood 	\$118,000	Infill of linear gaps along the south side of Lincoln St., both sides of Roosevelt St., and along the east side of N. 7th St.	
Sidewalk 5: Park Addition	\$167,000	Infill of a linear gap on the east side of N. Montana Ave., several spot gaps on Woodbury St., Phillips St., Gordon St. and Leighton Blvd.	
Sidewalk 6: Hunters Addition	\$164,000	Infill of a corridor gap along State Highway 59/N. 7th St. from Tatro St. to Washington St.	
Sidewalk 7: Milwaukee Park	\$190,000	Establishment of a sidewalk corridor on both sides of Tatro St., the north side of Lewis St. and spot gaps on N. 2nd St. and N. 3rd St.	
Sidewalk 8: Gordon Addition	\$149,000	Corridor gap on N. 5th St., from William St. to Washington St., sidewalk on the north side of Hubbel St., and connectivity to the Milwaukee Park neighborhood	
Sidewalk 9: Riverside Park	\$189,000	Linear gap to establish sidewalk along the north side of Pleasant St., from N. 5th St. to Dike Rd. and misc. spot gap infills on N. 2nd St. & Orr Street. Also includes linear gap along the north side of Pacific Avenue and Riverside Park connections from the existing walk, across the track to S. 4th St.	
Sidewalk 10: Original Townsite	\$120,000	Sidewalk along the south side of Yellowstone Avenue and misc. spot gap infill on S. 4th, 5th and 6th Streets	
Sidewalk 11: N. Snyder Addition	\$155,000	Linear gap on the north side of Tompy St. and Butler St., misc. spot gap infill on Center, Lake and Custer	
Sidewalk 12: Leighton Garlocks	\$153,000	Corridor gap on the south side of Brisbin St. from Strevelle Ave. to Prairie Ave.	
Sidewalk 13: Highland Park 	\$150,000	Linear gap on the north side of Butler St., spot gaps on S. Merriam Ave., Cale Ave., Earling Ave. and	
Sidewalk 14: Pioneer Meadows	\$184,000	Linear gap on Tompy St. from Moorehead Ave. to S. Haynes Ave.	
Sidewalk 15: Steadmans Ace	\$314,000	Neighborhood gap bordered and within Dickinson St., S. Haynes Ave., Comstock St. and S. Sewell Ave.	
Sidewalk 16: Highland Park N.	\$133,000	Spot gap infill along Dickinson St., Earling Ave., Stower St., Brisbin St.	
Sidewalk 17: S. Snyder Addition	\$137,000	Corridor gap on both sides of Dickinson St. from Strevelle Ave. to S. Montana Ave., and spot gap infill on Jordan Ave. and Custer Ave.	
Sidewalk 18: Wibaux Park	\$184,000	Spot gap infill on Fort St., Pearl St., Bridge St. and linear gap on Bridge St. from Winchester Ave. to S. Legion Ave.	
Sidewalk 19: Clark East Side	\$199,000	Spot gap infill on Pleasant St. Palmer St. and Stacy	
Sidewalk 20: Eastside Addition	\$109,000	Corridor gap on Leighton Blvd. and spot gaps on Palmer St.	
Sidewalk 21: Residence Park	\$154,000	Corridor gap on Leighton Blvd. N. Strevelle Ave.	

RESOLUTION NO. 4500

A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEARS 2021-2022 AND 2022-2023 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101, AND PROVIDING FOR HEARING THEREON

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

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

AND WHEREAS, on January 11, 2023, the trustees of said District did submit to the City Council their proposed work plan for FY 2021-2022 and FY 2022-2023;

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

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

Upon hearing and full consideration, the City Council of the City of Miles City hereby approves the work plan and proposed budget of Business Improvement District No. 101 for FY 2021-2022 and FY 2022-2023, attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that pursuant to §7-12-1132(3) MCA, a public hearing shall be held on the above proposed approval on the 14th day of March, 2023, at 6:00 p.m. in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §15-10-203 MCA, at least 2 times with at least 6 days separating each publication. Such publication shall be placed in a portion of the newspaper other than that portion utilized for legal and classified advertisements.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 28TH DAY OF FEBRUARY, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14TH DAY OF MARCH 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

2022 TBID SPENDING RECAP

Beginning Balance \$24,448.17

Tournament Support \$45,810.99

Advertising \$42,205.16

Local Events \$19,385.38

Conventions \$11,037.57

Ins./Dues \$2,500.00

Recruitment \$6,414.34

EXPENDITURES \$127,353.44

COLLECTIONS \$119,956.00

Ending Balance \$7,397.44

TBID 2023

BEGINNING BALANCE: \$23287.68

Tournament Support: \$45,000.00

Advertising: \$42,000.00

Local Event Support: \$20,000.00

Convention Support: \$5000.00

Insurance: \$2,000.00

Recruitment: \$8,000.00

Dues: \$1,500.00

Legislative: \$1,000.00

Miscellaneous: \$300.00

Christmas Event: \$3,000.00

Opportunity: \$10,000.00

TOTAL EXPENDITURES: \$137,800.00

TOTAL COLLECTIONS: \$119,956.00

ENDING BALANCE: \$5443.68

RESOLUTION NO. 4501

A RESOLUTION OF THE CITY COUNCIL OF MILES CITY, MONTANA SUBMITTING TO THE QUALIFIED ELECTORS OF MILES CITY THE QUESTION OF ISSUING GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO THREE MILLION NINE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$3,945,000) FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF DESIGNING, CONSTRUCTING, EQUIPPING, AND FURNISHING A NEW CITY FIRE AND RESCUE STATION ON CITY-OWNED PROPERTY LOCATED AT 2800 MAIN MILES CITY, MONTANA; AND PAYING COSTS ASSOCIATED WITH THE SALE AND ISSUANCE OF THE BONDS

RECITALS

WHEREAS, the City Council (the "Council") of Miles City, Montana (the "City") may issue bonds on the credit of the City for the purpose of constructing, erecting, or acquiring by purchase necessary public buildings within the City, under its control and authorized by law; making additions to and repairing buildings; and furnishing and equipping the same, upon approval of the electorate of the City, provided that the amount of indebtedness does not exceed 2.50% of the total assessed value of taxable property within the City, calculated in accordance with Section 7-7-4201, M.C.A.; and

WHEREAS, the Council is authorized pursuant to Section 7-7-4223, M.C.A., to call a bond election by adopting a resolution to that effect; and

WHEREAS, the Council, has determined that there should be submitted to the electors of the City qualified to vote at bond elections the question of whether the Council shall be authorized to issue and sell bonds of the City in one or more series to obtain funds for the purpose of paying a portion of the costs of designing, constructing, equipping, and furnishing a new City fire and rescue station on City-owned property located at 2800 Main in Miles City, Montana; and paying costs associated with the sale and issuance of the bonds (the "Project"); and

WHEREAS, the design and construction consultants to the City have estimated the costs of designing, constructing, equipping, and financing a new City fire and rescue station to be \$5,440,000;

WHEREAS, the Council has identified grants and other funds which when combined with a general obligation bond issued in a principal amount of not to exceed \$3,945,000 will be sufficient to fund the estimated costs of the Project:

WHEREAS, the Council has determined that the issuance of general obligation bonds in the aggregate principal amount of up to \$3,945,000 will not cause the City to exceed its general

obligation indebtedness limitation, which, as currently calculated, is \$15,281,298, i.e. \$611,251,941x 2.50%; and

WHEREAS, the City has no existing general obligation indebtedness; and

WHEREAS, it is the judgment of the Council that the sum of up to Three Million Nine Hundred Forty-five Thousand and No/100 Dollars (\$3,945,000) in bonds will be necessary, with other available funds, to carry out the purpose set forth above; and

WHEREAS, it is the judgment and determination of the Council that such bonds, if issued, would be payable during a term not to exceed twenty (20) years and shall be redeemable on any date after one-half of the term for which they are issued.

NOW, THEREFORE, BE IT RESOLVED by the Council as follows:

1. The Council hereby calls and directs a special mail ballot City election be held on June 6, 2023, for the purpose of voting on the following question:

Shall the City Council (the "Council") of Miles City, Montana (the "City") be authorized to issue and sell general obligation bonds of the City, in one or more series in the aggregate principal amount of up to Three Million Nine Hundred Forty-five Thousand and No/100 Dollars (\$3,945,000), bearing market interest rates to be determined by the Council, payable semiannually during a term not to exceed twenty (20) years and redeemable on any date after one-half of their term, for the purpose of paying a portion of the costs of designing, constructing, equipping, and furnishing a New Fire Rescue Station on City-owned property located at 2800 Main in Miles City, Montana; and paying costs associated with the sale and issuance of the bonds (the "Project")?

2. Conduct of Election. All qualified electors of the City shall be entitled to vote at the bond election. The Election Administrator is hereby requested and authorized to give proper notice of the close of registration and thereafter prepare printed lists of the electors in the City entitled to vote in the election in the City and to conduct the election in the form and manner prescribed by law.

3. Notice of Election. The Election Administrator is hereby authorized and requested to cause notice of the call and holding of the election to be given by publishing notice at least three times no earlier than 40 days and no later than 10 days before the election in the Miles City Star, a newspaper of general circulation in the City. The notice of election as published shall read substantially as follows:

NOTICE OF GENERAL OBLIGATION BOND ELECTION
Miles City, Montana
June 6, 2023

NOTICE IS HEREBY GIVEN by the City Council (the “Council”) of Miles City, Montana (the “City”), that pursuant to a certain resolution duly adopted at a regular meeting of the Council on February 28th, 2023, a mail ballot special election of the registered voters of the City will be held on June 6, 2023, for the purpose of voting on the following question:

Shall the City Council (the “Council”) of Miles City, Montana (the “City”) be authorized to issue and sell general obligation bonds of the City, in one or more series in the aggregate principal amount of up to Three Million Nine Hundred Forty-five Thousand and No/100 Dollars (\$3,945,000), bearing market interest rates to be determined by the Council, payable semiannually during a term not to exceed twenty (20) years and redeemable on any date after one-half of their term, for the purpose of paying a portion of the costs of designing, constructing, equipping, and furnishing a New Fire Rescue Station on City-owned property located at 2800 Main in Miles City, Montana; and paying costs associated with the sale and issuance of the bonds (the “Project”)?

If approved, based on the most recent assessed values of taxable property in the City, the bonds issued in their maximum authorized amount would result in an estimated annual tax on a home with an assessed value of \$100,000 of \$43.15 and on a home with an assessed value of \$200,000 of \$86.31.

The special election shall be by mail ballot and shall be conducted by the office of the County Election Administrator, 1010 Main Street, Miles City, Montana, 59301.

City Clerk and Recorder

Publish: April 21st, 2023
 May 12th, 2023
 May 26th, 2023

4. Ballots. The Election Administrator is hereby requested to prepare suitable ballots for use at the election at the polling places, together with the precinct lists.
5. Form of Ballot. The ballot shall be printed in substantially the following form:

OFFICIAL BALLOT
MILES CITY, MONTANA
GENERAL OBLIGATION BOND ELECTION
June 6th, 2023

INSTRUCTIONS TO VOTERS: Make an X or similar mark in the vacant square before the words “BONDS—YES” if you wish to vote for the bond issue; if you are opposed to the bond issue, make an X or similar mark in the vacant square before the words “BONDS-NO.”

Shall the City Council (the “Council”) of Miles City, Montana (the “City”) be authorized to issue and sell general obligation bonds of the City, in one or more series in the aggregate principal amount of up to Three Million Nine Hundred Forty-five Thousand and No/100 Dollars (\$3,945,000), bearing market interest rates to be determined by the Council, payable semiannually during a term not to exceed twenty (20) years and redeemable on any date after one-half of their term, for the purpose of paying a portion of the costs of designing, constructing, equipping, and furnishing a New Fire Rescue Station on City-owned property located at 2800 Main in Miles City, Montana; and paying costs associated with the sale and issuance of the bonds (the “Project”)?

If approved, based on the most recent assessed values of taxable property in the City, the bonds issued in their maximum authorized amount would result in an estimated annual tax on a home with an assessed value of \$100,000 of \$43.15 and on a home with an assessed value of \$200,000 of \$86.31.

- BONDS -- YES
- BONDS -- NO

6. Notice to County Election Administrator. A copy of this resolution will be provided to the Election Administrator as soon as possible after its adoption and approval, and no later than March 28th, 2023, which is 70 days prior to the date of the election, in order to inform her of the details of the election and the pertinent requests and authorizations as to the conduct of the election.

PASSED AND ADOPTED by a majority vote of the City Council of Miles City, Montana, this 28th day of February, 2023.

CITY COUNCIL
Miles City, Montana

By: _____
Mayor

Attested

City Clerk

RESOLUTION NO. 4502

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH DIAMOND J CONSTRUCTION, LLC., FOR THE HAYNES AVENUE SANITARY SEWER REHABILITATION PROJECT.

WHEREAS, the City of Miles City, after reviewing and considering bids for the Haynes Avenue Sanitary Sewer Rehabilitation Project, desires to enter into an agreement for sanitary sewer rehabilitation, with Diamond J Construction, LLC. in the total amount of \$2,712,415.10;

AND WHEREAS, the City desires to approve an additional 10% change order contingency budget for said project, and to authorize the Mayor to sign change orders in consultation with the Public Utilities Director up to said 10% over the contracted amount;

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

1. The “Section 00520 Agreement Form” between the City of Miles City and Diamond J Construction, LLC., in the total amount of \$2,712,415.10, 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, to include the execution of change order documents up to an aggregate amount of 10% of the contracted amount, in consultation with the Public Utilities Director.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 28TH DAY OF FEBRUARY, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

**SECTION 00520
AGREEMENT FORM
HAYNES AVENUE SANITARY SEWER REHABILITATION PROJECT**

This Agreement is dated as of the 28th of February in the year 2023 by and between City of Miles City, hereinafter called "Owner" and Diamond J Construction, LLC, hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work on this project shall consist of Rehabilitation and/or replacement of 21-inch and 24-inch sanitary sewer mains, manholes, service lines, street repair, and incidentals.

ARTICLE 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Alternate A and Alternate D of the Haynes Avenue Sanitary Sewer Rehabilitation Project

ARTICLE 3. ENGINEER

3.01 The Project has been designed by Brosz Engineering, Inc. who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIME

4.01 Time of the Essence.

A. All the time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to achieve Substantial Completion.

A. The Work will be substantially completed by the time specified within the included Project Completion Schedule; and completed (*including operational*) and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

B. Project Completion Schedule

Project	Item Description	Completion Date
Alternate A	All Items	December 16, 2023
Alternate D	All Items	December 16, 2023

4.03 Liquidated damages.

A. For each calendar day the contract remains uncompleted after the specified contract completion time, including approved adjustments, a daily charge/deduction will be made against the contract. This deduction is for liquidated damages for added Owner contract administration costs for failure to complete the work on time. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that this daily charge, determined by the table below, will be deducted from any money due the Contractor.

SCHEDULE OF LIQUIDATED DAMAGES		
ORIGINAL CONTRACT AMOUNT		DAILY CHARGE
From More Than	To and Including	Working Day or Calendar Day
\$0	\$150,000	\$1,244
\$150,000	\$500,000	\$1,599
\$500,000	\$1,000,000	\$1,992
\$1,000,000	\$1,500,000	\$2,198
\$1,500,000	\$3,000,000	\$2,828
\$3,000,000	\$4,500,000	\$3,037
\$4,500,000	\$7,000,000	\$3,303
\$7,000,000	\$11,500,000	\$4,031
\$11,500,00	---	\$4,273

ARTICLE 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit Prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

6.02 Progress Payments; Retainage:

- A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

- a. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.

- b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentations satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).

2. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further reduced if requested by the Contractor.

6.03 Final Payment:

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

ARTICLE 7. INTEREST:

7.01 All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS:

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and other related data identified in the Bidding Documents.
- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- D. Contractor has carefully studied all: ~~(1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities), if any, which have been identified in the Supplementary Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledged that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.~~
- E. Contractor has obtained and carefully studied (or assumes responsibilities for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of constructions to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract documents to be employed by the Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9. CONTRACT DOCUMENTS:

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (Pages 1 to 8, inclusive);
2. Performance Bond (EJCDC No. C-610, 3 pages);
3. Payment Bond (EJCDC No. C-615, 3 pages);
4. General Conditions (EJCDC No. C-700, 66 pages);
5. Supplementary Conditions (Pages 1 to 12, inclusive);
6. Specifications as listed in the table of contents of the Project Documents;
7. Drawings, Special Provisions, and Technical Specifications consisting of a cover and sheets bearing the following general title HAYNES AVENUE SANITARY SEWER REHABILITATION PROJECT;
8. Addenda (Numbers 1 to 2, inclusive);
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Pages 1 to 10, inclusive);
 - b. Documentation submitted by Contractor prior to Notice of Award: Statement of Skills and Capabilities (Pages 1 to 141 inclusive);

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. ~~Notice to Proceed (Pages 1 of XX, inclusive);~~

b. Work Change Directives;

c. Change Order(s).

B. The documents listed in paragraph 9.01.A. are attached to this Agreement (expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 10. MISCELLANEOUS:

10.01 Terms.

A. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may come due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision of part of the Contract Documents held to be void or unenforceable under and Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed 3 copies of Agreement. One counterparts have been delivered to Owner, one to Contractor and one to Engineer. All portions of the contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on February 28, 2023 (which is the effective date of the Agreement).

This Agreement shall not be effective unless and until concurred by Funding Agency's (if any) designated representative.

OWNER

CONTRACTOR

CITY OF MILES CITY

DIAMOND J CONSTRUCTION LLC

BY _____
(Signature)

BY _____
(Signature)

Attest _____
(Signature)

Attest _____
(Signature)

Address for giving notices:

Address for giving notices:

Phone No. _____

Phone No. _____

FAX No. _____

FAX No. _____

(CORPORATE SEAL)
(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.

(SEAL)
Contractor Registration No.
Agent for service of process:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Owner's Designated Representative:

Name: Brosz Engineering, Inc.

Title: Engineer

Address: 109 S. Main, Box 357

Bowman, ND 58623

Phone No. (701) 523-3340

FAX No. (701) 523-5243

Contractor's Designated Representative:

Name: _____

Title: _____

Address: _____

Phone No. _____

FAX No. _____

AGENCY CONCURRENCE:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

By: _____

(Agency Official's Signature)

Title: _____

Date: _____

**SECTION 00941
Change Order**

No. #1

Effective Date: February 28, 2023

Project:	Haynes Avenue Sanitary Sewer Rehabilitation	Date of Contract:	February 28, 2023
Owner:	City of Miles City	Owner Contract No.:	
Contractor:	Diamond J Construction, LLC	Engineer Project No.:	22-01-105

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Change Order completed with the award of Alternate D in accordance with Addendum #1. This Change Order covers all cost, both direct and indirect, that the Contractor incurs as a result of this change in the CONTRACT DOCUMENTS.

28. Manhole Rehabilitation - Cementitious Liner: Remove Item with award of Alternate D.

-183 VF x \$200.00 = \$ (36,600.00)

29. Manhole Rehabilitation - Corrosion Protection: Remove 182.6 VF with award of Alternate D.

-182.6 VF x \$600.00 = \$ (109,560.00)

Net Change Order Price =

\$ (146,160.00)

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$ 2,712,415.10
[Increase/Decrease] from previously approved Change Orders No. ___ to No. ___:	\$ -
Contract Price prior to this Change Order:	\$ 2,712,415.10
Decrease of this Change Order:	\$ (146,160.00)
Contract Price incorporating this Change Order:	\$ 2,566,255.10

CHANGE IN CONTRACT TIME:

Original Contract Substantial Completion Date:	12/16/2023
[Increase/Decrease] from previously approved Change Orders No. ___ to No. ___:	0
Contract Time prior to this Change Order:	12/16/2023
[Increase/Decrease] of this Change Order:	0
Contract Time with all approved this Change Orders:	12/16/2023

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____

By: _____

By: _____

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

06/2015

ORDINANCE NO. 1367

AN ORDINANCE AMENDING SECTION 23-33 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY REGARDING INSTALLATION AND MAINTENANCE OF SERVICE PIPES.

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

Section 1. Section 23-33 is amended to read as follows:

Sec. 23-33. - Installation and maintenance of service pipes.

(a) Permits for installation. Permits for the installation and repair of service pipes shall be issued only to regularly licensed master plumbers, or such work shall be done under the supervision of the city engineer's office.

(b) Materials for street service. The material for service on all streets, avenues and alleys in the city shall be copper or nonmetal material approved for potable water use from the main to the curb stopcock. Copper or nonmetal material approved for potable water use, no smaller than one inch, may be used from the curb stopcock to the consumer's premises. A tracer wire suitable for locate purposes shall be installed in the same trench as, and on top of all nonmetal service pipe.

(c) Repairs. All work on services installed or repaired shall be under the supervision of and subject to the inspection and approval of the city engineer's office, and shall be guaranteed by the person doing the plumbing installation for a period of one year. This also applies to the maintenance of ditches.

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

Said Ordinance read and put on its passage this 28th day of February, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 14th day of March, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4503

A RESOLUTION ADOPTING AMENDED “MODEL GOVERNMENT SOCIAL MEDIA TERMS AND CONDITIONS FOR USERS” PERTAINING TO CITY OF MILES CITY SOCIAL MEDIA ACCOUNTS.

WHEREAS, the City of Miles City maintains various social media accounts, and finds it in the best interest of the City to adopt the Model Governmental Social Media Terms and Conditions pertaining to the use of said social media accounts, and the handling of comments and citizen social media users who interact with and post/comment on the same;

AND WHEREAS, the City has previously adopted a policy on this subject, and desires to amend the same to add provisions related to the archiving of City social media content;

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

1. The “Model Government Social Media Terms and Conditions for Users,” attached hereto as Exhibit “A” and incorporated by this reference, are hereby adopted.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 28TH DAY OF FEBRUARY, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

Model Government Social Media Terms and Conditions for Users

PURPOSE. Because many of our citizens and other stakeholders utilize social media for news and communications, The City of Miles City has developed its own social media accounts, which help us inform the public about our work and mission.

The City of Miles City has an important interest in assuring the accuracy and consistency of information associated with our social media sites. We also respect the First Amendment to the U.S. Constitution and the constitutional right to freedom of speech. These terms and conditions establish guidelines for the public's use of social media that balances these values.

DEFINITIONS

1. "Social media" means digital content created by us and communicated on platforms that allow sharing, commenting, and engagement from the public. Examples of social media accounts we may use are Facebook, Twitter, Instagram, YouTube, and LinkedIn.
2. "Comments" include any digital content, information, links, images, videos, or any other form of communicative content posted in reply or response to a social media account operated by us.
3. "User" means a member of the public who views or interacts with one or more of our social media accounts.

GENERAL GUIDELINES

1. These terms and conditions apply to all our social media sites. Where possible, a link to these terms and conditions will be made available as a hyperlink or posted as text somewhere on our social media account(s).
2. Users should know that social media posts we make, comments and replies to those posts, and any direct or private messages sent to us may be public records subject to applicable public records release.

3. Our social media accounts are not monitored 24/7 and no one should utilize our social media accounts to seek emergency services. Anyone in need of emergency help should call 9-1-1.
4. We do not guarantee we will respond to comments or messages sent on our social media accounts.

EXPECTATIONS

1. The leaders of The City of Miles City believe that honest, civil, and productive discussions provide the best environment for citizens to understand the work of their government and participate in constructive engagement.
2. We ask users to consider that our social media feeds may be viewed by children and other impressionable people. Please avoid profanity, personal attacks, bullying, or use of incorrect information.

CONTENT MODERATION

1. **Limited Public Forum.** Our social media accounts are created and maintained as limited public forums under the caselaw pertaining to the First Amendment to the U.S Constitution. We invite members of the public to view and, where possible, provide comments or other engagement on our social media accounts. However, the law permits us to hide and/or delete comments that are not protected speech under the First Amendment and relevant caselaw. As a general rule, we will not hide and/or delete comments solely because such comments are critical of The City of Miles City or its officials.
2. **Prohibited Content.** Relevant First Amendment caselaw permits us to hide or delete certain comments on our social media accounts. The following will be hidden or deleted:
 - a. Comments directly advocating violence or illegal activity.
 - b. Comments containing obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to

prurient interest, and lacks serious literary, artistic, political, or scientific value;

- c. Comments that directly promote or advocate that we illegally discriminate based on race, age, religion, gender, national origin, disability, sexual orientation, veteran status, or any other legally protected class;
 - d. Comments containing links to malware and/or malicious content that affects the normal functioning of a computer system, server, or browser;
 - e. Duplicate comments posted repeatedly within a short period of time;
 - f. Comments containing actual defamation against a person, either as determined by a court or comments that are patently defamatory by easily discovered facts;
 - g. Comments that contain images or other content that violate the intellectual property or copyright rights of someone else, if the owner of that property notifies us that the property was posted in a comment on our social media account(s).
 - h. Comments that contain a hyperlink to any website other than those controlled by The City of Miles City. This will be done without regard to the viewpoint of the comment containing such a link or the content of the site to which the link redirects.
3. **Retention.** When a comment containing any of the above content is posted to our social media account(s), a copy or electronic record of that content may be retained or archived pursuant to our records retention policy, along with a brief description of the reason the specific content was deleted. Once documented, the content will be removed, where possible, from our social media account(s).
4. **Right of Appeal.** If our staff hides or deletes a user's comment pursuant to these terms and conditions, the user has the right to appeal that decision by sending an email or letter to The City of Miles City's Attorney within five business days. This correspondence will provide the user with an explanation for the action taken.

Upon receipt of an appeal, our attorney will determine whether the comment at issue contained content protected by the First Amendment. If the appeal is successful, the comment may (if possible) be restored for public view, or the user may be permitted to repost the comment. Upon a determination that the comment was not protected by the First Amendment, the user will be notified that the appeal was denied.

5. **Blocking or Banning a User.** When we determine that a user has violated these terms and conditions on three or more occasions within a twelve-month rolling period, we may block or ban the offending user from the social media account where the violations occurred.

If we block or ban a user, we will (a) reasonably attempt to notify the user; (b) describe the violation(s); and (c) explain the appeal process.

If the appeal is successful and the user has not violated this policy three times within a rolling 12-month period, we will unblock or unban the user from the social media account. If the appeal is not successful, our decision will stand.

CONTENT ARCHIVING

1. It shall be the policy of the City of Miles City to archive the content of all social media pages run by City departments, using a service or software such as Archive Social, or similar social media archiving software or service. Said service or software subscription shall be obtained by and approved through the City Council, or by a member of the City staff at the direction of the City Council. The cost of said software or service shall be paid by each department within the City utilizing social media, to be divided and paid equally by each such participating department.

Claims

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 1 of 17
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
136759	86307S 2910 TONGUE RIVER ELECTRIC		617.91					
1	12/25/22 Southgate Lighting		525.00			2450 51 430263	341	101000
2	12/20/22 Governement Hill Tower		47.57		32160	2850 105 420140	341	101000
3	12/20/22 Mildred Tower		45.34		32160	2850 105 420140	341	101000
136760	-99432C 4019 WEX BANK		21,742.78					
1	01/30/23 FUEL		927.57		31393	1000 13 460433	231	101000
3	01/30/23 FUEL		8,128.83		31393	2510 107 430220	231	101000
4	01/30/23 FUEL		2,032.20		31393	2520 108 430220	231	101000
6	01/30/23 FUEL		138.56		31265	5210 22 430530	231	101000
7	01/30/23 FUEL		138.56		31265	5210 80 430540	231	101000
8	01/30/23 FUEL		277.14		31265	5310 33 430640	231	101000
9	01/30/23 FUEL		138.56		31265	5310 32 430690	231	101000
10	01/30/23 FUEL		1,674.16		32008	1000 7 420460	231	101000
11	01/30/23 FUEL		1,598.66		32008	5510 10 420730	231	101000
12	01/30/23 FUEL		3,293.50		31176	1000 5 420140	231	101000
13	01/30/23 FUEL		94.84		31176	1000 21 440600	231	101000
15	01/30/23 FUEL		593.61		32112	5210 23 430550	231	101000
16	01/30/23 FUEL		593.60		32112	5310 31 430630	231	101000
17	01/30/23 FUEL		2,027.19*		1538	5610 87 430300	231	101000
18	01/30/23 FUEL		85.80		30511	2394 18 420531	231	101000
136761	86308S 1535 LUCAS & TONN PC		100.00					
1	01/23/23 Westlaw ~ Professional Service		100.00		022017	1000 4 411100	350	101000
136762	86309S 2914 TOURISM BUSINESS IMPROVEMENT		2,684.00					
1	01/30/23 TBID ~ Monthly January		2,684.00			7370 212500		101000
136763	86296S 394 BOSS INC		606.61					
1	518490 01/05/23 Finance		113.85*		31317	1000 3 410500	220	101000
2	516433 12/28/22		20.86		31317	5210 25 430510	220	101000
3	516433 12/28/22		20.86		31317	5310 29 430610	220	101000
4	516434 12/28/22 Building Inspector		3.52		31391	2394 18 420531	210	101000
5	471507 06/06/22 Police		271.96		31174	1000 5 420140	210	101000
6	503909 10/27/22 Dispatch		39.96*		32154	1000 5 420160	210	101000
7	504213 10/28/22		70.28*		32154	1000 5 420160	210	101000
8	497551 09/28/22		65.32*		32154	1000 5 420160	210	101000
136764	86293S 2830 STAR PRINTING & SUPPLY		240.89					
4	300091 12/12/22 City Court		35.08		31468	1000 6 410300	210	101000
5	27444 11/23/22 Noble		113.07		300367	1000 4 411100	210	101000
6	27444 11/23/22		21.69		300367	1000 4 411100	210	101000
7	27444 11/15/22		71.05		300220	1000 4 411100	210	101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 2 of 17
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
136765	86298S	572 VERIZON WIRELESS	624.68					
1	01/07/23	Sims Cards for PCSO, CCSO, MCP	624.68		32159	2850 105 420140	345	101000
136766	-99435C	1921 MONTANA MUNICIPAL INTERLOCAL	261.46					
1	01/05/23	January Retiree Premiums	261.46			1000 362022		101000
136767	86310S	498 CENTURY LINK	1,941.84					
1	01/21/23	9-1-1 Phone System	1,941.84		32162	2850 105 420140	345	101000
136769	-99429E	373 MASTERCARD	28,943.80					
1	01/20/23		52.87			1000 3 410500	210	101000
2	01/20/23		100.91			1000 5 420140	210	101000
3	01/20/23		404.76			1000 5 420140	220	101000
4	01/20/23		17.75			1000 5 420140	311	101000
5	01/20/23		76.27			1000 5 420140	347	101000
6	01/20/23		14.99			1000 5 420140	350	101000
7	01/20/23		1,126.51*			1000 5 420140	366	101000
8	01/20/23		560.00			1000 5 420140	380	101000
9	01/20/23		463.20*			1000 5 420160	210	101000
10	01/20/23		19.35			1000 7 420460	210	101000
13	01/20/23		32.50			1000 7 420460	211	101000
14	01/20/23		114.81			1000 7 420460	220	101000
15	01/20/23		-27.99			1000 7 420460	223	101000
16	01/20/23		1,679.57			1000 7 420460	226	101000
17	01/20/23		12.99			1000 7 420460	230	101000
18	01/20/23		11.18			1000 7 420460	241	101000
19	01/20/23		648.05			1000 7 420460	364	101000
20	01/20/23		159.99			1000 7 420460	400	101000
21	01/20/23		77.55*			1000 13 460433	210	101000
22	01/20/23		74.97			1000 13 460433	214	101000
23	01/21/23		263.98			1000 13 460433	226	101000
24	01/20/23		140.55			1000 13 460433	230	101000
25	01/20/23		500.96			1000 13 460433	230	101000
26	01/20/23		133.39			1000 13 460433	231	101000
27	01/20/23		317.20*			1000 13 460433	940	101000
28	01/20/23		420.21			1000 13 460433	363	101000
30	01/20/23		325.65*			1000 13 460433	380	101000
31	01/20/23		147.00*			1000 13 460433	380	101000
34	01/20/23		7.85			1000 21 440600	311	101000
36	01/20/23		114.67			2220 16 460100	210	101000
37	01/20/23		85.07			2220 16 460100	311	101000
38	01/20/23		7.99			2220 16 460100	330	101000
39	01/20/23		545.09			2220 16 460100	382	101000
40	01/20/23		55.49			2510 107 430220	210	101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 3 of 17
Report ID: AP100

* Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41	01/20/23		12.00			2510 107 430220	214	101000
42	01/20/23		303.98			2510 107 430220	226	101000
43	01/20/23		197.68			2510 107 430220	230	101000
44	01/20/23		758.59			2510 107 430220	363	101000
46	01/20/23		50.91			2510 107 430220	380	101000
47	01/20/23		13.87			2520 108 430220	210	101000
48	01/20/23		3.00			2520 108 430220	214	101000
49	01/20/23		76.00			2520 108 430220	226	101021
50	01/20/23		49.41			2520 108 430220	230	101000
51	01/20/23		189.66			2520 108 430220	363	101000
52	01/20/23		12.73*			2520 108 430220	380	101000
53	01/20/23		160.04			2850 105 420140	345	101000
54	01/20/23		53.97			2985 15 450330	220	101004
55	01/20/23		240.00			2985 15 450340	311	101000
56	01/20/23		151.75			2985 15 450351	220	101008
57	01/20/23		37.01			5210 22 430530	210	101000
59	01/20/23		25.00			5210 22 430530	214	101000
60	01/20/23		167.58			5210 22 430530	220	101000
61	01/20/23		262.73			5210 22 430530	230	101000
62	01/20/23		4.00			5210 22 430530	311	101000
63	01/20/23		600.80			5210 23 430550	214	101000
64	01/20/23		156.41			5210 23 430550	220	101000
65	01/20/23		172.26			5210 23 430550	226	101000
66	01/20/23		422.83			5210 23 430550	230	101000
67	01/20/23		2,193.39			5210 23 430550	235	102270
68	01/20/23		633.29			5210 23 430550	360	101000
69	01/20/23		371.73			5210 23 430550	363	101000
70	01/20/23		52.86			5210 25 430510	210	101000
73	01/20/23		36.02			5210 80 430540	210	101000
74	01/20/23		25.00			5210 80 430540	214	101000
75	01/20/23		109.69			5210 80 430540	220	101000
76	01/20/23		441.19			5210 80 430540	222	101000
77	01/20/23		286.49			5210 80 430540	230	101000
78	01/20/23		9.18			5210 80 430540	311	101000
79	01/20/23		52.86			5310 29 430610	210	101000
80	01/20/23		37.47			5310 31 430630	214	101000
81	01/20/23		160.44			5310 31 430630	220	101000
82	01/20/23		172.28			5310 31 430630	226	101000
85	01/20/23		184.14			5310 31 430630	230	101000
86	01/20/23		633.28			5310 31 430630	360	101000
87	01/20/23		818.79			5310 31 430630	363	101000
88	01/20/23		36.01			5310 32 430690	210	101000
89	01/20/23		2,665.49			5310 32 430690	214	101000
90	01/20/23		96.31			5310 32 430690	220	101000
91	01/20/23		94.91			5310 32 430690	230	101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 4 of 17
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
92	01/20/23		36.02			5310 33 430640	210	101000
93	01/20/23		24.99			5310 33 430640	214	101000
94	01/20/23		290.16			5310 33 430640	220	101000
95	01/20/23		499.47			5310 33 430640	222	101000
96	01/20/23		83.52			5310 33 430640	230	101000
97	01/20/23		4.00			5310 33 430640	311	101000
98	01/20/23		6.05*			5510 10 420730	210	101000
99	01/20/23		19.49			5510 10 420730	220	101000
100	01/20/23		1,788.85			5510 10 420730	222	101000
101	01/20/23		67.00			5510 10 420730	364	101000
102	01/20/23		786.87			5510 10 420730	370	101000
103	01/20/23		288.12			5610 87 430300	220	101000
104	01/20/23		1,928.19			5610 87 430300	230	101000
105	01/20/23		73.65			5610 87 430300	230	101000
106	01/20/23		328.08			5610 87 430300	345	101000
107	01/20/23		172.35*			5610 87 430300	363	101000
108	01/20/23		39.08*			5610 87 430300	363	101000
109	01/20/23		10.85			6040 910 430220	210	101000
110	01/20/23		399.99			6040 910 430220	214	101000
111	01/20/23		42.71			6040 910 430220	230	101000
112	01/20/23		136.00			1000 7 420460	220	101000
136770	-99438C 4187 MOFI		1,162.96					
1	01/05/23 Fire Training Center Payment45		567.08			1000 7 490500	654	101000
2	01/05/22		595.88			1000 7 490500	655	101000
136771	86295S 4076 EXPRESS LAUNDRY, LLC COMMERCIAL		249.50					
1	54645 12/13/22 City Hall Rugs		34.50		31383	1000 8 411230	360	101000
2	54962 12/27/22 City Hall Rugs		34.50		31388	1000 8 411230	360	101000
4	55030 12/30/22 Shop		20.50		32451	6040 910 430220	360	101000
5	54404 12/02/22		20.50		30592	6040 910 430220	360	101000
6	54890 12/23/22 WWTP		15.00		31650	5310 33 430640	360	101000
7	53037 10/30/22		15.00		31650	5310 33 430640	360	101000
8	53649 10/28/22		15.00		31650	5310 33 430640	360	101000
9	54832 12/21/22 WTP		19.50		31650	5210 22 430530	360	101000
10	52987 09/28/22		19.50		31650	5210 22 430530	360	101000
11	53596 10/26/22		19.50		31650	5210 22 430530	360	101000
12	54977 12/27/22 PD		18.00		31173	1000 5 420140	360	101000
13	54663 12/13/22		18.00		31165	1000 5 420140	360	101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 5 of 17
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
136772	-99428E	1970 MONTANA DAKOTA UTILITIES	55,421.70					
1	GAS/ELECTRIC ~ FD		426.30			1000 7 420460	341	101000
2	GAS/ELECTRIC ~ FD		1,105.79			1000 7 420460	344	101000
3	GAS/ELECTRIC ~ City Hall		344.27			1000 8 411230	341	101000
4	GAS/ELECTRIC ~ City Hall		937.64			1000 8 411230	344	101000
5	GAS/ELECTRIC ~ Parks		603.53			1000 13 460433	341	101000
6	GAS/ELECTRIC ~ Parks		875.39			1000 13 460433	344	101000
7	GAS/ELECTRIC ~ Bath House		100.07			1000 14 460445	341	101000
8	GAS/ELECTRIC ~ Animal Shelter		46.19			1000 21 440600	341	101000
9	GAS/ELECTRIC ~ Animal Shelter		111.56			1000 21 440600	344	101000
10	GAS/ELECTRIC ~ Library		514.53			2220 16 460100	341	101000
11	GAS/ELECTRIC ~ Library		691.87			2220 16 460100	344	101000
14	GAS/ELECTRIC ~ District 165		4,434.02			2400 46 430263	341	101000
15	GAS/ELECTRIC ~ Rental Fee		8,836.60			2400 46 430263	533	101000
16	GAS/ELECTRIC ~ District 167		625.67			2420 48 430263	341	101000
17	GAS/ELECTRIC ~ Rental Fee		1,054.80			2420 48 430263	533	101000
18	GAS/ELECTRIC ~ District 171		184.03			2430 49 430263	341	101000
19	GAS/ELECTRIC ~ District 172		1,286.97			2440 50 430263	341	101000
20	GAS/ELECTRIC ~ District 202		129.78			2470 72 430263	341	101000
21	GAS/ELECTRIC ~ Rental Fee		325.90			2470 72 430263	533	101000
22	GAS/ELECTRIC ~ District 173		33.42			2480 47 430263	341	101000
23	GAS/ELECTRIC ~ Sewer Lift		103.32			2510 107 430220	341	101000
28	GAS/ELECTRIC ~ Water Plant		5,906.30			5210 22 430530	341	101000
30	GAS/ELECTRIC ~ Water Plant		3,908.60			5210 22 430530	344	101000
31	GAS/ELECTRIC ~ Fish & Game		29.69			5210 23 430550	341	101000
32	GAS/ELECTRIC ~ Fish & Game		108.08			5210 23 430550	344	101000
33	GAS/ELECTRIC ~ Fish & Game		29.69			5310 31 430630	341	101000
34	GAS/ELECTRIC ~ Fish & Game		108.08			5310 31 430630	344	101000
35	GAS/ELECTRIC ~ Sewer Lift		2,136.08			5310 32 430690	341	101000
36	GAS/ELECTRIC ~ Sewer Lift		244.59			5310 32 430690	344	101000
38	GAS/ELECTRIC ~ Ambulance		191.53			5510 10 420730	341	101000
39	GAS/ELECTRIC ~ Ambulance		496.81			5510 10 420730	344	101000
42	GAS/ELECTRIC ~ Shop		781.55			6040 910 430220	341	101000
43	GAS/ELECTRIC ~ Shop		997.51			6040 910 430220	344	101000
44	FISH & GAME ~ ELECTRIC		47.51			2510 107 430220	341	101000
45	FISH & GAME ~ ELECTRIC		172.93			2510 107 430220	344	101000
46	FISH & GAME ~ ELECTRIC		11.88			2520 108 430220	341	101000
47	FISH & GAME ~ ELECTRIC		43.23			2520 108 430220	344	101000
50	Airport Electric		1,221.85			5610 87 430300	341	101000
51	Airport Gas		2,589.39			5610 87 430300	344	101000
54	N Daly Sewer Treatment Plant		11,659.03			5310 33 430640	341	101000
55	419 N 7th PD Gallery		240.07			1000 5 420140	344	101000
56	419 N 7th PD Gallery		278.77			1000 5 420140	341	101000
57	419 N 7th PD		222.86			1000 5 420140	341	101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 6 of 17
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
58	419 N 7th PD		1,200.63			1000 5 420140	344	101000
59	Splash Pad		23.39			1000 13 460433	341	101000
136773	86311S 700 CUSTER COUNTY WATER & SEWER		19,082.79					
1	01/31/23 CCWSD Water/Sewer Collections		19,082.79			7980 211020		101000
136774	86304S 371 GENERAL DISTRIBUTING CO.		184.86					
1	47473 01/11/23 O2 on Account # 47473		63.46		32014	5510 10 420730	222	101000
2	1209245 01/31/23 Nitrous		121.40		32023	5510 10 420730	222	101000
136775	86312S 4186 BUCKY JOHNSON		47.33					
1	9549356968 12/05/22 Cell Phone Reimbursement		23.67		32118	5210 23 430550	345	101000
2	9549356968 12/05/22		23.66		32118	5310 31 430630	345	101000
136776	86313S 721 DALES CLEANING SERVICE		700.00					
1	01/27/23 City Hall ~ January Cleaning		700.00		32422	1000 8 411230	360	101000
136777	86314S 4013 SOLESTONE REIMB SERVICES		6,433.92					
1	12865 12/04/23 December Billing		3,280.77		32011	5510 10 420730	350	101000
2	12762 11/01/22 Oct Billing		3,153.15		32019	5510 10 420730	350	101000
136778	86315S 4008 PITNEY BOWES		267.18					
1	01/16/23 Postage Quarterly Lease		89.06*			1000 3 410500	220	101000
2			89.06			5210 25 430510	220	101000
3			89.06			5310 29 430610	220	101000
136779	86316S 3292 MONTANA AIR CARTAGE		207.90					
1	YNZ113122 12/01/22 Partners Program crate deli		207.90		31934	2880 39 460100	311	101020
136780	86291S 1721 MID RIVERS TELEPHONE CORP		5,157.40					
1	CITY COURT		128.80			1000 6 410300	345	101000
3	LIBRARY		107.86			2220 16 460100	345	101000
4			126.95			2220 16 460100	347	101000
6	911 EMERGENCY		553.38			2850 105 420140	345	101000
7	911 EMERGENCY 2		475.18			2850 105 420140	341	101000
8	RSVP		126.64*			2985 15 450340	345	101000
9	AIRPORT		57.52			5610 87 430300	345	101000
10			156.95			5610 87 430300	319	101000
11			18.60			5610 87 430300	347	101000
12	MAYOR		101.79			1000 1 410200	345	101000
13	FINANCE		127.94			1000 3 410500	345	101000
14			8.70			1000 3 410500	347	101000
15	ATTORNEY		136.31			1000 4 411100	345	101000
16	POLICE		358.44*			1000 5 420140	345	101000
17			57.86			1000 5 420140	347	101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 7 of 17
Report ID: AP100

* Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
18	PD/DISPATCH		220.43*			1000 5 420160	345	101000
19	FIRE		253.47			1000 7 420460	345	101000
20			50.69			1000 7 420460	347	101000
21	TREASURER		83.14			1000 9 410540	345	101000
22	PARK DEPT		101.97			1000 13 460433	345	101000
23			26.82			1000 13 460433	347	101000
24	ANIMAL CONTROL		100.62*			1000 21 440600	345	101000
25			44.95			1000 21 440600	347	101000
26	PLANNING		68.21			1000 36 411020	345	101000
27	Flood		79.38			1000 201 431200	345	101000
28	BUILDING INSPECTION		105.43			2394 18 420531	345	101000
29	MMD #204		162.35			2510 107 430220	345	101000
30	MMD #205		104.47			2520 108 430220	345	101000
31	WATER PLANT		112.71			5210 22 430530	345	101000
32			22.82			5210 22 430530	347	101000
33	WATER LINES		160.14			5210 23 430550	345	101000
34			11.83			5210 23 430550	347	101000
35	WATER ADMIN		87.76			5210 25 430510	345	101000
36			1.04			5210 25 430510	347	101000
37	WASTE WATER ADMIN		87.75			5310 29 430610	345	101000
38			1.04			5310 29 430610	347	101000
39	SEWER LINES		160.15			5310 31 430630	345	101000
40			11.83			5310 31 430630	347	101000
41	WWTP		99.75			5310 33 430640	345	101000
42			44.95			5310 33 430640	347	101000
43	AMBULANCE		157.56			5510 10 420730	345	101000
44			24.96			5510 10 420730	347	101000
45	CITY SHOP		133.11			6040 910 430220	345	101000
46			26.92			6040 910 430220	347	101000
48	HISTORICAL PRESERVATION		0.03			2935 11 460461	347	101000
49	URBAN RENEWAL		67.71			2310 11 460462	345	101000
50			0.49			2310 11 460462	347	101000
136781	86317S	316 DATA IMAGING SYSTEMS, INC	2,072.95					
1	11002	Finance General	311.05			1000 3 410500	360	101000
2	11002	Finance & Administration Water	194.66			5210 25 430510	360	101000
3	11002	Finance & Administration Sewer	194.66			5310 29 430610	360	101000
4	11002	Mayor	103.68			1000 1 410200	360	101000
5	11002	Planning & Community Services	103.68			1000 36 411020	360	101000
6	11026	Public Utilities Water	223.96			5210 23 430550	360	101000
7	11026	Public Utilites Sewer	223.96			5310 31 430630	360	101000
8	11026	Public Works Maint 204	147.23			2510 107 430220	360	101000
9	11026	Public Works Maint 205	78.80			2520 108 430220	360	101000
10	11026	Treasurer	103.68			1000 9 410540	360	101000
11	11026	TIF	103.68			2310 11 460462	360	101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 8 of 17
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
12	11026	Building Inspector	223.96			2394 18 420531	360	101000
13	11036	PC Security	47.96			2510 107 430220	350	101000
14	11036		11.99			2520 108 430220	350	101000
136783	-99437C	523 CITY SERVICE, INC.	1,226.73					
#17								
1	01/01/23	5000 Gallon Truck Principle	1,017.71		1337	5610 87 490500	650	101000
2	01/01/23	5000 Gallon Truck Interest	209.02		1337	5610 87 490500	651	101000
136784	-99427E	4360 ALLEGIANCE BENEFIT PLAN MGMT	80.00					
1		FSA/HSA Admin Fees	4.16			1000 13 460433	143	101000
2			0.24			1000 36 411020	143	101000
3			0.32			1000 201 431200	143	101000
4			6.08			2510 107 430220	143	101000
5			1.68			2520 108 430220	143	101000
6			0.08			2540 109 430220	143	101000
7			3.36			5210 23 430550	143	101000
8			3.28			5310 31 430630	143	101000
9			5.20			5210 22 430530	143	101000
10			2.16			5310 33 430640	143	101000
11			1.36			5310 32 430690	143	101000
12			1.76			6040 910 430220	143	101000
13			0.72			5310 29 430610	143	101000
14			0.72			5210 25 430510	143	101000
15			15.60			1000 5 420140	143	101000
16			5.84			1000 5 420160	143	101000
17			1.04			1000 21 440600	143	101000
18			8.96			1000 7 420460	143	101000
19			4.40			5510 10 420730	143	101000
20			4.48			2220 16 460100	143	101000
21			2.64			1000 3 410500	143	101000
22			1.36			1000 6 410300	143	101000
23			1.12			1000 4 411100	143	101000
24			2.24			5610 87 430300	143	101000
25			1.12			2985 15 450340	143	101000
26			0.08			2935 11 460461	143	101000
136785	86318S	4401 DEBRA L. RIPPEL	800.00					
1	01/27/23	Library Cleaning Contract Sept	800.00		31937	2220 16 460100	360	101000

* Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
136786	86305S 4386	KIMBERLY MEES	750.00					
1	01/26/23 PD Cleaning January 23		750.00		31187	1000 5 420140	350	101000
136787	-99436C 501	CHEM SEARCH	1,010.40					
1	8055787 01/03/23 Flash II Aerosol, Grenadier P		1,010.40		31264	5310 33 430640	220	101000
136788	-99434C 1407	KLJ ENGINEERING LLC	1,738.86					
1	10182495 12/22/22 GIS Data Maintenance		1,738.86		32155	2850 105 420140	350	101000
136789	86319S 2151	Morrison-Maierle System	10,437.25					
1	000042975 07/07/22 Prairie County NetMotion		875.00		32156	2850 105 420140	350	101000
2	000043853 11/03/22 New Dispatch Monitors		558.00		32156	2850 105 420140	350	101000
3	44243 12/30/22 Phone System MCPD		333.00*		31178	1000 5 420140	345	101000
4	000044242 12/30/22 Zuercher Connection Mainten		360.00		32157	2850 105 420140	350	101000
5	000044199 12/30/22 Monthly Maintenance IT		3,685.00		32157	2850 105 420140	350	101000
6	43848 11/03/22 Project Services- Labor		248.25		31191	1000 5 420140	350	101000
7	44430 01/27/23 Zuercher Connection Maintenanc		360.00		32164	2850 105 420140	350	101000
8	44199 01/27/23 Monthly IT Maintenance		3,685.00		32164	2850 105 420140	350	101000
9	44431 01/27/23 Phone System MCPD		333.00*		32501	1000 5 420140	345	101000
136790	86292S 2865	DEPT OF ENVIRONMENTAL QUALITY	210.00					
1	01/06/23 Application Fees & Exam Fees		210.00		31267	5210 22 430530	380	101000
136791	-99433C 1407	KLJ ENGINEERING LLC	3,400.00					
1	10182648 01/05/23 Hangar 10 Project thru 12/10		3,400.00*		1537	5610 87 430320	930	101000
136792	86294S 999999	JAMES GOODSSELL	164.99					
1	01/12/23 Boot Reimbursement		131.99		31399	2510 107 430220	226	101000
2	01/12/23		33.00		31399	2520 108 430220	226	101000
136794	86320S 4134	HUNT ENERGY, LLC	1,874.15					
1	114780 01/12/23 All Depts		749.66		32115	2510 107 430220	363	101000
2	114780 01/12/23		187.41		32115	2520 108 430220	363	101000
3	114780 01/12/23		468.54		32115	5210 23 430550	363	101000
4	114780 01/12/23		468.54		32115	5310 31 430630	363	101000
136795	86321S 52	ABC GLASS & SIGNS, INC.	331.78					
1	I0063990 01/02/23 Unit 25		132.72		32117	2510 107 430220	363	101000
2	I0063990 01/02/23		33.18		32117	2520 108 430220	363	101000
3	I0063990 01/02/23		82.94		32117	5210 23 430550	363	101000
4	I0063990 01/02/23		82.94		32117	5310 31 430630	363	101000

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
136796	86322S 4000 AG PARTNERS. LLC		120.38					
1	QM2QY9JB00 12/01/23 Chemicals		120.38		32429	1000 13 460433	222	101000
136797	86323S 1120 C & J ELECTRIC		1,615.15					
1	2472 12/05/23 Globes at Veterans Park		1,015.63		32402	1000 13 460433	350	101000
2	2318 12/28/23 Replaced Light at Veterans Fla		82.59		32402	1000 13 460433	350	101000
3	2320 12/29/23 Parkshop Outlet		300.06		32402	1000 13 460433	350	101000
4	1538 01/23/23 600 Block of Main Light Change		126.87*		32426	2440 50 430263	230	101000
5	1538 01/23/23		90.00		32426	2440 50 430263	360	101000
136798	86324S 2537 RDO EQUIPMENT CO		703.01					
1	P0588112 01/31/23 Filters		281.20		30600	2510 107 430220	363	101000
2	P0588112 01/31/23		70.30		30600	2520 108 430220	363	101000
3	P0588112 01/31/23		175.75		30600	5210 23 430550	363	101000
4	P0588112 01/31/23		175.76		30600	5310 31 430630	363	101000
136799	86325S 1937 MONTANA AERONAUTICS DIVISION		22,024.52					
1	A4137 01/11/23 Principle Due 2023		16,953.00		1546	5610 87 490500	648	101000
2	A4137 01/11/23 Interest Due 2023		826.44		1546	5610 87 490500	649	101000
3	A4170 01/11/23 Principle Due 2023		1,500.00		1546	5610 87 490500	635	101000
4	A4170 01/11/23 Interest Due 2023		285.00		1546	5610 87 490500	636	101000
5	10182022 01/31/23 1/2 Payment Weather Cameras		2,424.38		1554	5610 87 430300	230	101000
6	01232023 02/03/23 PAPI Bulbs		35.70		1557	5610 87 430300	230	101000
136800	86326S 4211 MJC & MCCA		250.00					
1	01/09/23 Spring 2023 Clerk Conference		250.00		31471	1000 6 410300	334	101000
136801	86327S 2240 NOLLEYS WELDING & MACHINE INC		825.00					
1	35347 01/11/23 Repair Freightliner Plow		825.00		1545	5610 87 430300	230	101000
136802	86328S 2560 REGAN PLUMBING & HEATING		472.43					
1	22212977 01/11/23 Repair Office Furnace		304.78		1544	5610 87 430300	230	101000
2	22213180 01/18/23 Repair Water Line in BLM Off		167.65		1549	5610 87 430300	230	101000
136803	86329S 4038 BOBCAT OF MILES CITY		375.29					
1	0164297 01/10/23 Tool Cat Repair		375.29*		1542	5610 87 430300	363	101000
136804	86330S 999999 NATA		297.00					
1	160993 01/10/23 Safety 1st Training		297.00*		1541	5610 87 430300	380	101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 11 of 17
Report ID: AP100

* Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
136805	86331S 975 FIREMANS FUND		2,025.00					
1	3rd Quarte 01/08/23 Quarterly Allotment		2,025.00		32010	1000 7 420460	211	101000
136806	86332S 999999 JOEY KURKOWSKI		98.00					
1	459962 12/27/22 NREMT/ App Fee		98.00*		32009	5510 10 420730	334	101000
136807	86333S 870 EAST MAIN ANIMAL CLINIC		310.85					
1	9830 12/30/22 Vet Bill for Shelter Animals D		137.10*		31177	1000 21 440600	350	101000
2	9956 01/31/23 Vet Bill January		173.75*		31200	1000 21 440600	350	101000
136808	86334S 1780 MILES CITY MOTOR SUPPLY		343.31					
1	950091 01/05/23 Electric Cleaner		19.48*		1539	5610 87 430300	363	101000
2	950209 01/05/23 Electric Parts		49.98*		1539	5610 87 430300	363	101000
3	950981 01/05/23 Knob		11.69*		1539	5610 87 430300	363	101000
4	951560 01/05/23 Blower		118.99*		1539	5610 87 430300	363	101000
5	956337 02/03/23 Connectors		48.73*		1559	5610 87 430300	363	101000
6	957301 02/03/23 Alt Belt		22.99*		1559	5610 87 430300	363	101000
7	958251 02/03/23 Quick Disconnects		71.45*		1559	5610 87 430300	363	101000
136809	86335S 291 ECOLAB PEST ELIMINATION DIVISION		107.12					
1	8615328 01/05/23 Service		107.12		32007	1000 7 420460	220	101000
136810	86336S 4189 L.N. CURTIS AND SONS		6,749.38					
1	663014 12/29/22 Battery		145.38		32006	1000 7 420460	241	101000
2	668994 01/23/23 Turnouts		6,604.00		32021	1000 7 420460	226	101000
136811	86337S 4340 BILLING DOCUMENT SPECIALISTS		2,383.99					
1	86011 12/31/22 Postage		1,192.00		32114	5210 25 430510	320	101000
2	86011 12/31/22		1,191.99		32114	5310 29 430610	320	101000
136812	86338S 2510 QUAD K SUPPLY		116.00					
1	65390 01/05/23 Toilet Paper & Paper Towels		116.00		31394	1000 8 411230	360	101000
136813	86339S 4288 KONE PASADENA		3,240.25					
1	1158462143 01/09/23 Elevator Work		3,240.25		31395	1000 8 411230	360	101000
136815	86340S 4161 DESERT MOUNTAIN COPORATION		7,470.20					
1	22103390 01/05/23 Ice Slicer		5,976.16*		31396	2510 107 430220	220	101000
2	22103390 01/05/23		1,494.04*		31396	2520 108 430220	220	101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 12 of 17
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
136816	-99431C 1407 KLJ ENGINEERING LLC		2,044.20					
1	10176588 09/22/22 Gov Services Tongue Levee		200.13		31206	1000 201 431200	350	101000
2	10180720 11/23/22		1,577.27		31206	1000 201 431200	350	101000
3	10182462 12/22/22		266.80		31206	1000 201 431200	350	101000
136817	86341S 4411 POSITIVE CONCEPTS, INC		435.00					
1	0240446-IN 01/13/23 Printer Paper for PD Cars		205.00		31183	1000 5 420140	220	101000
2	240446-IN 01/13/23 Evidence Materials		230.00		31193	1000 5 420140	220	101000
136818	86342S 286 STANLEY CHIROPRACTIC OFFICE		190.00					
1	01/13/23 2 CDL Physicals		152.00		32403	2510 107 430220	350	101000
2	01/03/23		38.00		32403	2520 108 430220	350	101000
136819	86343S 999999 RYAN CAPPS		189.99					
1	01/17/23 Boot Reimbursement		43.84		31268	5210 22 430530	226	101000
2	01/17/23		36.54		31268	5210 80 430540	226	101000
3	01/17/23		36.54		31268	5310 32 430690	226	101000
4	01/17/23		73.07		31268	5310 33 430640	226	101000
136820	86344S 2847 STEADMAN'S ACE HARDWARE		372.93					
1	543067 01/11/23 Garage Door Parts		32.97		1543	5610 87 430300	230	101000
2	543083 01/11/23 Garage Door Parts		9.99		1543	5610 87 430300	230	101000
3	130790 01/05/23 Repair		329.97		32017	1000 7 420460	360	101000
136821	-99430C 1407 KLJ ENGINEERING LLC		7,600.00					
1	10180798 01/19/23 Hangar 10 Project Thru 11/12		7,600.00*		1550	5610 87 430320	930	101000
136822	86345S 4303 PARKER, HEITZ, & COSGROVE, PLLC		90.00					
1	20221092 12/31/22 City vs. Eckart		90.00		31316	1000 2 410100	350	101000
136823	86346S 4133 ONIX NETWORKING COPORATION		7,603.20					
1	BD0035501 12/07/22 Building Inspector		118.80*			2394 18 420531	350	101000
2	BD0035501 12/07/22 City Attorneys		237.60			1000 4 411100	350	101000
3	BD0035501 12/07/22 TIFF		111.08			2310 11 460462	350	101000
4	BD0035501 12/07/22 HP		7.72			2935 11 460461	350	101000
5	BD0035501 12/07/22 Dispatch		950.40*			1000 5 420160	350	101000
6	BD0035501 12/07/22 Finance & Administration		475.20			1000 3 410500	350	101000
7	BD0035501 12/07/22 Finance & Administration Wa		118.80			5210 25 430510	350	101000
8	BD0035501 12/07/22 Finance & Administration Se		118.80			5310 29 430610	350	101000
9	BD0035501 12/07/22 Ambulance		741.31			5510 10 420730	350	101000
10	BD0035501 12/07/22 Fire		1,159.49			1000 7 420460	350	101000
11	BD0035501 12/07/22 Mayor		118.80*			1000 1 410200	350	101000
12	BD0035501 12/07/22 Planning & Community Servic		118.80			1000 36 411020	350	101000
13	BD0035501 12/07/22 Police		2,257.20			1000 5 420140	350	101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 13 of 17
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
14	BD0035501 12/07/22	Public Utilities Water	237.60			5210 22 430530	350	101000
15	BD0035501 12/07/22	Public Utilities Sewer	237.60			5310 33 430640	350	101000
16	BD0035501 12/07/22	Public Utilites Water	118.80			5210 23 430550	350	101000
17	BD0035501 12/07/22	Public Utilites Sewer	118.80			5310 31 430630	350	101000
18	BD0035501 12/07/22	Public Works Maint 204	118.80			2510 107 430220	350	101000
19	BD0035501 12/07/22	Public Works Maint 205	118.80			2520 108 430220	350	101000
20	BD0035501 12/07/22	Shop	118.80			6040 910 430220	350	101000
136824	86347S 999999	KEN STEIN	120.00					
1	01/18/23	Postage Stamps	120.00		31472	1000 6 410300	311	101000
136825	86348S 4109	CHS FARMERS ELEVATOR	56.00					
1	IN6955 01/10/23	Grease	56.00		32406	1000 13 460433	220	101000
136826	86349S 2580	REYNOLDS WAREHOUSE GROCERY	9.57					
1	021861942 01/14/23	Supplies	5.84		32013	1000 7 420460	220	101000
2	021861942 01/14/23		3.73		32013	5510 10 420730	220	101000
136827	86350S 2903	TIRE-RAMA	1,604.28					
1	1060027136 01/12/23	Tire Charge	110.00		32012	1000 7 420460	364	101000
2	1060027465 01/30/23	2018 Ford F550 Tires SD	1,494.28		32022	5510 10 420730	364	101000
136828	86351S 869	EAST MONT COMMUNICATIONS	1,412.00					
1	29405 01/17/23	Kenwood Radio Belt Clip	17.00		31184	1000 5 420140	220	101000
2	29496 01/18/23	X-Nut	20.00		32016	5510 10 420730	230	101000
3	29502 01/31/23	Ismay Antenna Install	1,375.00			2850 105 420140	940	101000
136829	86352S 4346	MOUNTAIN ALARM	84.00					
1	3306033 01/01/23	Evidence Alarm Service	42.00		31186	1000 5 420140	220	101000
2	3330872 02/01/23	Monthly Alarm Service	42.00		31192	1000 5 420140	220	101000
136830	86353S 4319	HESER TREE SERVICE LLC	1,200.00					
1	2772 01/19/23	Removed & Cut Up Cottonwood Le	1,200.00		32408	1000 13 460433	360	101000
136831	86354S 4413	ROCKY MOUNTAIN PRINT SOLUTIONS	195.88					
1	01/20/23	1099 & W2 Envelopes	195.88			1000 3 410500	210	101000
136832	86355S 4045	LAND SOLUTIONS	3,144.00					
1	01/21/23 11/25 - 12/24 2022		3,144.00		32409	1000 36 411020	350	101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 14 of 17
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
136833	86356S	4209 SIRENNET.COM	5,390.00					
1	266152 01/17/23 Lights		5,390.00*		31741	1000 7 420460	940	101000
136834	86357S	313 FASTENAL	1,233.54					
1	MTMIE96764 01/20/23 60lb Cold Patch		797.44		32412	2510 107 430233	230	101000
2	MTMIE96764 01/20/23		199.36		32412	2520 108 430233	230	101000
3	MTMIE96705 01/27/23 WinterGaurd Gloves		24.52			2510 107 430220	226	101000
4	MTMIE96705 01/27/23		6.13			2520 108 430220	226	101000
5	MTMIE96705 01/27/23		15.33			5210 23 430550	226	101000
6	MTMIE96705 01/27/23		15.32			5310 31 430630	226	101000
7	MTMIE96704 01/27/23		70.18			2510 107 430220	230	101000
8	MTMIE96704 01/27/23		17.54			2520 108 430220	226	101000
9	MTMIE96704 01/27/23		43.86			5210 23 430550	230	101000
10	MTMIE96704 01/27/23		43.86			5310 31 430630	230	101000
136835	86358S	4375 SNAP ON	741.00					
1	0124539072 01/24/23 Tools		741.00		32452	6040 910 430220	214	101000
136836	86359S	1825 MILES COMMUNITY COLLEGE	745.00					
1	01/25/23 Centra Gym Memberships		141.00			5210 22 430530	334	101000
2	01/25/23		94.00			5310 33 430640	334	101000
3	01/25/23		235.00			2220 16 460100	334	101000
4	01/26/23 Room Rental/ Training		40.00		32020	5510 10 420730	350	101000
5	02/06/23 Centra Gym Membership		117.50*			5210 25 430510	334	101000
6	02/06/23		117.50*			5310 25 430610	334	101000
136837	86360S	4162 CROSS PETROLEUM SERVICE	196.04					
1	98613 01/26/23 Aviation Oil		196.04*		1551	5610 87 430300	250	101000
136838	86361S	1321 HOLMLUND MOBILE LOCK & KEY	452.50					
1	95011 01/06/23 Rekey Locks & Keys		232.50		31936	2220 16 460100	360	101000
2	95011 01/12/23 Rekey Locks		165.00		31936	2220 16 460100	360	101000
3	95057 01/20/23 Service Call Combo Lock Work		55.00		31189	1000 5 420140	350	101000
136839	86362S	4357 MCCONE ELECTRIC CO-OP INC	129.62					
1	11/29/22 Sheep Mountain Radio Tower		129.62		32161	2850 105 420140	341	101000
136841	86363S	4414 SHEEP MOUNTAIN TOWERS	2,000.00					
1	01/14/23 Sheep Mountain Tower Rental 22		1,000.00		32158	2850 105 420140	220	101000
2	01/14/23 2023		1,000.00		32158	2850 105 420140	220	101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 15 of 17
Report ID: AP100

* Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
136842	86299S 999999	JIM GARZA	45.00					
1	01/30/23	Meals for AMTOPP Training	36.00		32420	2510 107 430220	370	101000
2	01/30/23		9.00		32420	2520 108 430220	370	101000
136843	86300S 999999	TAYLOR SCHELL	45.00					
1	01/30/23	Meals for AMTOPP Training	36.00		32418	2510 107 430220	370	101000
2	01/30/23		9.00		32418	2520 108 430220	370	101000
136844	86301S 999999	MARK MOSLEY	45.00					
1	01/30/23	Meals for AMTOPP Training	36.00		32419	2510 107 430220	370	101000
2	01/30/23		9.00		32419	2520 108 430220	370	101000
136845	86364S 1361	INTERSTATE ENGINEERING	206.00					
1	49886 01/25/23	ENG V Professional Design Coor	206.00		32414	2510 107 430237	350	101000
136846	86365S 4045	LAND SOLUTIONS	4,176.00					
1	12/28/22	Planning Services January 23	4,176.00		32415	1000 36 411020	350	101000
136847	86366S 1720	MIDLAND IMPLEMENT	188.09					
1	185776001 01/26/23	Toro Tie Rod	188.09		32416	1000 13 460433	363	101000
136849	86367S 999999	NANCY REYNOLDS	73.98					
1	08/01/22	DAV Meals Reimbursement	73.98		31987	2985 15 450330	379	101004
136850	86302S 2831	MILES CITY STAR PUBLISHING	1,662.30					
1	165167 12/23/22	City of Miles City	220.64		31318	1000 3 410500	331	101000
2	164968 12/16/22		49.83*		31318	5210 25 430510	331	101000
3	164968 12/16/22		49.83*		31318	5310 29 430610	331	101000
4	164884 12/09/22	MCPD	336.00		31181	1000 5 420140	350	101000
5	164972 12/19/22	PW/Utilities	322.00*		32401	1000 36 411020	331	101000
6	162657 01/16/23	Airport	684.00		1548	5610 87 430300	930	101000
136851	86368S 999999	WARD &/OR KRISTIE WEISCHEDEL	240.58					
1	01/31/23	Refund Water Deposit	240.58			5210 214010		101000
136852	86369S 999999	DANIEL J COOK SR C/O JOSH FARLEY	41.74					
1	01/31/23	Refund Water Deposit	41.74			5210 214010		101000
136853	86370S 999999	BRYAN &/OR ZEDITH MONTE	42.61					
1	01/31/23	Refund Water Deposit	42.61			5210 214010		101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 16 of 17
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
136854	86371S 999999	TITUS MAHAN	56.25					
1	01/31/23 Refund Water Deposit		56.25			5210 214010		101000
136855	86303S 268	MILES CITY SANITATION INC.	82.00					
1	2C149748 12/01/22	Garbage Services	52.00		31163	1000 5 420140	220	101000
2	31150164 01/01/23		30.00		31182	1000 5 420140	220	101000
136856	86372S 999999	ERIK SLOTSVE	457.50					
1	01/20/23 Mileage Reimbursement Boulder		457.50		31194	1000 5 420140	370	101000
136858	86373S 999999	ACCREDITED SECURITY	699.00					
1	23012301 01/23/23	Pre-owned Taser w/battery, h	699.00		31190	1000 5 420140	214	101000
136859	86374S 504	Cintas	214.30					
1	5131539743 11/03/22	Med Kit Refill	214.30		31195	1000 5 420140	220	101000
136888	86375S 4416	EMERGENCY SERVICE MARKETING	860.00					
1	02/01/23 1 Year Subscription		860.00		32025	5510 10 420730	220	101000
136889	86376S 4218	CUSTER COUNTY TRANSIT	52.00					
1	2022023 02/02/23	Volunteer Rides Jan 2023	52.00		31989	2985 15 450330	379	101004
136890	86377S 4180	INTELLICORP RECORDS, INC.	334.46					
1	1349252 02/03/23	Employment Background Checks	184.52			5210 22 430530	350	101000
2	1349252 02/03/23		123.02			5310 33 430640	350	101000
3	1349252 02/03/23		12.98			2520 108 430220	350	101000
4	1349252 02/03/23		0.76			2540 109 430220	350	101000
5	1349252 02/03/23		13.75			5210 23 430550	350	101000
6	1349252 02/03/23		12.98			5310 31 430630	350	101000
7	1349252 02/03/23		13.75			2510 107 430220	350	101000
8	1349252 02/03/23		15.27*			2394 18 420531	350	101000
9	1349252 02/03/23		6.88			1000 36 411020	350	101000
10	1349252 02/03/23		20.00			1000 3 410500	350	101000
11	1349252 02/03/23		-69.45*			2220 16 460100	350	101000
136891	86378S 999999	STEPHANIE SHANKS	4.98					
1	2345002882 12/10/22	Reimbursement Suckers for	2.49		30817	5210 25 430510	220	101000
2	2345002882 12/10/22		2.49		30817	5310 29 430610	220	101000

02/09/23
11:18:00

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/23

Page: 17 of 17
Report ID: AP100

* Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
136892	86379S 1330 SCL Health - Sisters of Charity		491.75					
1	500367558 08/17/22 ER Drug Blood Physical Exam		491.75		31198	1000 5 420140	350	101000
136893	86380S 1936 L.G.S.B. ~ STATE TREASURER		2,500.00					
1	06302022 01/04/23 AFR Filing Fee 2023		833.34*		30818	1000 3 410500	220	101000
2	06302022 01/04/23		833.33		30818	5210 25 430510	220	101000
3	06302022 01/04/23		833.33		30818	5310 29 430610	220	101000
136894	86306S 671 CUSTER COUNTY TREASURER		53.05					
1	02/06/23 Plates for 5-150 Waterplant		53.05		30819	5210 22 430530	220	101000
136895	86381S 4403 CDW GOVERNMENT		583.41					
1	NFNX693 02/02/23 Thermal Paper Rolls		583.41*		32166	1000 5 420160	210	101000
136896	86382S 4139 BILLINGS PRECAST		2,775.00					
1	02/01/23 Vented Sewer Cover & Frame		2,775.00		32120	5310 31 430630	233	101000
136897	86383S 2962 2 M COMPANY INC		576.00					
1	2010177898 12/16/22 2" Globe VLV IVC 200# Comm		576.00		32425	1000 13 460433	230	101000
136898	86384S 1571 TWO RIVERS FORD		6,113.39					
1	225459 01/19/23 2015 Ford Explorer Replace HVA		702.92*		31199	1000 5 420140	366	101000
2	225470 01/26/23 2014 Ford Car #12 Replace Wate		3,158.93*		31199	1000 5 420140	366	101000
3	225471 01/23/23 2016 Ford Car #8 Replace Water		2,251.54*		31199	1000 5 420140	366	101000
136899	86385S 4184 MSC INDUSTRIAL SUPPLY		292.97					
1	594862 01/27/23 Door Trim Parts, Brake Cleaner		117.18		32430	2510 107 430220	363	101000
2	594862 01/27/23		29.31		32430	2520 108 430220	363	101000
3	594862 01/27/23		73.24		32430	5210 23 430550	220	101000
4	594862 01/27/23		73.24		32430	5310 31 430630	220	101000

of Claims 106 Total: 280,454.61

Total Electronic Claims 124,632.89 Total Non-Electronic Claims 155821.72